



Maharashtra National Law University Nagpur

TENDER NO: MNLUN/TRANSPORT/2023/01

TENDER DOCUMENT

Tender Notice for TRANSPORT[Hiring - Buses]

Tender Opening Date: 15.06.2023

Tender Closing Date: 30.06.2023

Interested Firms may visit the Website <https://www.nlunagpur.ac.in> and download the tender. Filled in form complete in all respects and Registered/speed Post or hand delivery to **The Registrar, Maharashtra National Law University Nagpur, Waranga, PO – Dongargaon (Butibori), Nagpur-441108, Maharashtra, India**. The envelope containing the documents as above should clearly mention sender's name address, telephone number and e-mail address, along with website if any, and superscribed Tender **FOR Transport (Hiring Buses)**. Please read General Instructions carefully. Documents must reach on or before 17:00 hours of **Friday, June 30, 2023**.

REGISTRAR,
MAHARASHTRA NATIONAL LAW UNIVERSITY NAGPUR



[Handwritten Signature]

Invitation for Tender for Transport (Hiring Buses)

Sealed tenders are invited by the **Maharashtra National Law University Nagpur** from reputed Travel Agency **under two Bid System i.e. Technical Bid and Financial Bid** for providing Transportation i.e. hiring of Bus(s) **for students transport between Hostel and the University Campus and other activities on demand** for minimum one year from the date of commencement of contract, unless extended further by mutual consent of the Competent Authority and the service provider on the terms and conditions mentioned in the tender document and the contract agreement which may be extend for one year.

A) COST OF TENDER:

i) TENDER FEES:

The tender document fee of **Rs.500/- (RUPEES FIVE HUNDRED ONLY)**, either through Demand draft in favor of **“REGISTRAR, MAHARASHTRA NATIONAL LAW UNIVERSITY NAGPUR”**, payable at **Nagpur**. In case the tender document is downloaded from the website, the tender fee shall be submitted along with document in the form of Demand draft. The tender document fee is **NON-REFUNDABLE. Any tender submitted without the requisite fee will be rejected summarily.**

ii) EARNEST MONEY DEPOSIT (EMD)

The Earnest Money Deposit (EMD) of **Rs. 50,000/- (Rupees Fifty Thousand Only)**, (refundable without interest) shall accompany the Bid of the Bidder in the form of Demand Draft drawn in favor of **“REGISTRAR, MAHARASHTRA NATIONAL LAW UNIVERSITY NAGPUR”**, payable at **Nagpur, failing which the tender shall be rejected summarily.** The EMD of unsuccessful tenderers shall be released after the work order is placed to the successful bidder.

iii) PERFORMANCE SECURITY DEPOSIT

The successful bidder will have to deposit a Performance Security Deposit of **Rs 1,00,000 (Rs One Lakh Only)** for one year in the form of Bank Guarantee/Fixed deposit receipt from a commercial bank with having validity of one year and additional sixty days from the date of contact agreement. In case the contract is further extended beyond the initial period of one year, the performance security deposit will have to be accordingly renewed by the successful bidder. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released.



B) **ADDRESS OF THE OFFICE:**

The Registrar
Maharashtra National Law University Nagpur,
Waranga, PO – Dongargaon (Butibori),
Nagpur-441108, Maharashtra, India
Phone No. 0712-2812605
E-mail : registrar@nlunagpur.ac.in

C) **VALIDITY OF TENDER:**

Tender should be valid for a period of 90 days from the date of Opening of the Financial bid.

D) However the office of the University reserves the right to cancel, amend or withdraw the tender at any stage, without assigning any reasons whatsoever.

E) **Place of Transportation:** Within 15 Kms (On daily Basis) from MNLU Nagpur or as required by the University time to time

Eligibility of Technical qualification Bid

See Annexure I & terms and conditions

Eligibility of Financial Bid

See Annexure II & terms and conditions

Evaluation Methodology for Technical bid

The technical evaluation will be done only for the proposals submitted by the Companies fulfilling all qualification criteria as mentioned in Annexure I & II & those who qualify the criteria of technical evaluation will be selected for financial bid



A handwritten signature in black ink, appearing to be 'S. Kumar', written over the bottom right portion of the MNLU stamp.

The criteria adopted for technical evaluation shall be as follows:

S.N	Criteria	Evaluation unit	Percentage Marks	Documents to be submitted
1	Experience of the Bidder in the transportation field from 2010 onwards	Years of experience	5 marks for each completed year but Maximum 20 Marks	List of work orders and Completion certificate/ credentials from such clients from 2010 onwards
2	No. of contracts where services have been completed or engaged in which at least one contract of Rs 10 lakhs in year during any two years of the last 3 years OR at least two contracts each worth Rs.5 lakhs in a year in the same area during any two years of the last 3 years	No. of contracts	5 marks for each single operation/site but Maximum. 30 Marks	Details of work order / contract for each all self-attested documents shall be provided
3	1) Number of drivers with dress code 2) Mobile facility with driver 3) AC vehicles 4) perfume in vehicle	Self-declaration for each shall be given for each there will 5 marks	20 Marks	Document in support of No. of employees on Bidders payroll, EPF and corresponding registrations with Labour Law authorities or any other document in support
4.	Number of Bus available for service as per tender document	for each owned bus there will be 5 marks	30 Marks	Documentary proof shall
TOTAL			100 Marks	

Note: 1) The minimum qualifying marks in technical evaluation shall be at least 70. Proposals not securing a minimum of 70 marks in technical evaluation shall not be considered for financial evaluation. In case, on technical evaluation, minimum numbers of at least three bidders are not shortlisted for financial Evaluation, minimum marks as mentioned above can be reduced by the technical committee.

Note:-2)The marks obtained in the technical evaluation will only serve for screening the agencies for financial evaluation and will not form a criteria in the final evaluation for selection of the agency.



[Handwritten signature]

TERMS AND CONDITIONS FOR SUBMISSION OF BID:

1. Tender should be sent in sealed covers superscribed as i.e. **QUOTATION FOR HIRING OF BUSES.** Before tendering, the tenderers are advised to carefully go through the Terms and Conditions of the Contract and the Tender Notice which form part of the Agreement to be entered into.
2. Tender should contain an envelope containing three separate envelopes having i) Technical Bid envelope envelop with **Tender Fees Rs 500/- and EMD of Rs.50,000/-** (ii) Financial bid envelope. All the bids are to be placed in separate sealed envelopes (clearly super- scribing “Technical Bid”, “Financial Bid”,
3. **Technical Bid and Financial bid shall be submitted on the letter head of the Contractor/Transporter.**
4. The Bids of all the parties whose financial bid is not in a separate sealed cover or the rates quoted by them found mentioned in their Technical Bid shall be rejected forthwith. All the information sought under the head “Conditions” and “Other information to be supplied” is to be given in Technical Bid while price quoted for the same will have to be mentioned only in the financial bid.
5. The Financial bids of only those parties shall be opened, whose Technical Bids are found to be eligible while the disqualified bidders, Financial bid shall not be opened.
6. **The vehicles (buses) model should not be earlier than 2012.** All the vehicles must have valid permit to run in the territory of Maharashtra State.
7. The rates should also be quoted for extra KMs run and extra hours run as stipulated above in the Financial bid.
8. Rates should be quoted only for buses which can provide sitting of arrangement of 50 persons.
9. The driver should have valid license and the vehicle (buses) should be registered with the concerned authorities of Central/State Govt. A certificate to this effect should be provided. The drivers of the vehicle provided must follow traffic rules and other regulations prescribed by the Government from time to time. It shall be the responsibility of the vendor to comply with all laws applicable in Maharashtra
10. The Bidder is having annual financial turnover of **Rs. 25 lakh per annum** at least for **any two years during the last three years for providing passenger vehicles.**

(self-attested CA certified copy of audited statement shall be enclosed)



[Handwritten signature]

11. The bidder should preferably have **past at least three years' experience** of providing vehicle (buses) on hire to Govt. organization/s prominent private sector entity. **Self-attested copy of relevant documents like experience certificate shall be submitted.**
12. **No. of contracts where services have been completed or engaged in which at least one contract of Rs 10 lakhs in year during any two years of the last 3 years**
OR
at least two contracts each worth Rs.5 lakhs in a year in the same area during any two years of the last 3 years
13. The successful bidder shall have to provide the desired number of vehicles (buses) i.e. 2 to 4 per day (no. of vehicle will be intimated by the office).
14. The vehicles (buses) shall be arranged for The University for six or seven days a week, for transporting its students from hostel to University campus and University campus to Hostel. The **agency/contractor should maintain a daily logbook of each vehicle and take the signature of persons who traveled (by same day or next day) which will be checked by the University and without signature on the logbook, the bills shall not be processed by the University.**
15. If the vehicle goes out of order, the Contractor shall provide a substitute vehicle immediately. The Bus(s) shall report at the hostel on time or as directed by The University and in case vehicle (buses) does not report on time.or as directed by office, at designated Placeor does not report at all, the University would have the right to hire a vehicle from the market and the additional cost incurred by the University will be borne by the Contractor.
16. The number of vehicles may vary as per the University requirement.
17. **The KMs and Time of duty will be counted from University.**



18. In case the selected bidder fails to provide the services as mentioned in terms and conditions, would be penalized with the Penalty Amount of Rs.2000/- per day to be paid to the University and the amount of penalty will be adjusted against the bill amount of the vendor while making payment. However, in case of frequent violations of the terms and conditions, the contract can be cancelled forthwith without assigning any reason or notice.
19. Contract charges shall be inclusive of monthly charges of driver with valid license, repairs and maintenance of vehicles, insurance, petrol/diesel, oil and also any other incidental expenses, any government taxes, toll, parking charges etc.
20. While quoting the rates, the tenderers are advised to take into account all the factors including any fluctuations in the market rates, toll charges, entry charges etc. **No enhancement in the rates shall be entertained after acceptance of the tender or during the period of the term of Contract.**
21. Rates quoted should be inclusive of all taxes and charges. No further enhancement will be allowed till the contract ends.
22. In the case of any accident, all the claims arising out of it shall be met by the contractor.
23. The vehicles will be kept neat and clean and in perfect running condition.
24. For all queries and directions, the selected bidder would keep in touch with the Officer-In-Charge, as conveyed thereof.
25. The contract between the University and the Agency /Transport operator can be cancelled with prior notice of at least 30 days by either of the parties.
26. The drivers must observe all the etiquette and protocol while performing the duty. He must be **neatly dressed and must carry a mobile phone in working condition**, for which, no separate payment shall be made by the University.
27. The Transport Operator and driver shall be bound to carry out the instructions of the the University as well as of the Officers assigned to the vehicle (buses).
28. A daily record indicating time and mileage for each vehicles and drivers must be provided and changes will be allowed only in exceptional circumstances.
29. The University reserves the right to accept or reject any or all quotations without assigning any reasons.
30. In the event of the award of the tender and prior to execution of the contract, the contractor shall be required to **submit copies of the Registration Certificate &**



A handwritten signature in black ink, appearing to be 'S. Kumar', written over a horizontal line.

comprehensive insurance policies of the vehicles being offered for hire and particulars with photograph of the drivers with driving license dedicated to each vehicle. He shall also be required to produce the vehicles in the office of the undersigned for the physical verification/inspection.

31. Successful bidder/agency's EMD will be retained till submission of bank guarantee.
32. In case of any dispute, decision of the Head of Office, the University shall be final and binding on the bidders.
33. In case of any legal dispute the jurisdiction of the courts of the Nagpur only will remain in force.
34. This contract will be effective for Two year from the date of awarding contract unless terminated earlier according to above mentioned Terms and Conditions.
35. Notwithstanding the above, the University reserves the right to accept or reject any tender or tenders process and reject all tenders at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever to the affected quotes.
36. The Agency, on award of the contract should execute an agreement in 500 Rupees stamp paper with the University incorporating the above terms and conditions.
37. Tender should be submitted within the time limit as mentioned in the notice.
38. The terms and conditions of above bid are enclosed in the bid form, which is part and parcel of the bid document. The bidders should submit the bid form by duly accepting the University terms and conditions of the bid as stipulated in the bid form. The bid submitted without the acceptance of the University terms and conditions shall be summarily rejected.
39. Canvassing in connection with the bids is prohibited and the bids submitted by the contractor who resort to canvassing are liable for rejection.
40. If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the University reserves the right to reject such tender at any stage.



[Handwritten signature]

41. If any unethical practices are adopted for securing the Contract, The offer of such a tenderer shall be rejected.
42. The vehicles deployed at the University should be insured in all respects by the successful agency / firm / company. In case of any accident or theft etc. all the claims arising out of it will be met by the agency / firm / company. the University shall not be liable in any matter whatsoever.
43. Vehicles deployed at the University site with the driver shall be reported to the University as and when required. however, **the agency/contractor should maintain a daily logbook of each vehicle and take the signature of persons who traveled (by same day or next day) which will be checked by the University and without signature on the logbook bills shall not be processed by the University.**
44. Payment shall be made after submission of the bill.
45. Payment against Bill shall be made only after satisfactory services to be certified by the Administration. No interest will be payable on the non-payment due to delayed submission of bill and non-satisfactory services. No advance payment will be made. The payment will be made by local crossed cheque / bank transfer.
46. The Income Tax (T.D.S.) shall be deducted at prevailing rate from the monthly bills, as amended form time to time in accordance with the provisions of Income Tax Department, and a certificate to this effect shall be issued by The University to the agency.
47. The successful tender will have to make agreement with the University broadly covering scope of work, requirements, terms and conditions of the services to be provided to the University on a judicial stamp paper of Rs. 500/- or as per the prevailing requirement, the cost of which will be borne by the contracting agency/firm/company.



[Handwritten signature]

Annexure 1

Checklist of Documents

(To be enclosed in a separate sealed envelope)

1.	Tender fees paid	Yes/No
2.	E.M.D. furnished	Yes/No
3.	Bidder company /agency/firm is registered under the Shops and Establishments Registration Act (self-attested Certificate attached)	Yes/No
4	The Bidder is having annual financial turnover of Rs. 25 lakh per annum at least for any two years during the last three years for providing passenger vehicles. (self-attested Chartered accountant(CA) certified copy of audited statement shall be enclosed)	Yes/No
5	Copy of P.A.N. / TAN /VAT Number in the name of the Bidder	Yes/No
6	Copy of Service Tax Registration Certificate	Yes/No
7	Copy of Income Tax Return For last three years 2019-20,2020-21, 2021-22	Yes/No
8	Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy in Last 5 years ?	Yes/No
9	Has your firm ever failed to complete work awarded to it in Last 5 years?	Yes/No
10	Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers in Last 5 years?	Yes/No
11	Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?	Yes/No
12	I agree and accept all the terms and conditions of the tender document	Yes/No

(N.B.: Self certified copies as proof are to be attached.)

Selected bidders should bring all original documents for verification after financial bid

It is certified that the information furnished above is true and correct to the best of my knowledge. In case, it is found that the information submitted is wrong or there has been a misrepresentation of facts, I shall have no objection for my proposal to be rejected, or the Contract to be terminated if the Contract has been signed.

Signature of the Bidder/Authorized representative

With Name & seal



Annexure-2

FORMAT FOR TECHNICAL BID

(To be enclosed in a separate sealed envelope)

1.	Name of Bidder company/firm/agency	
2.	Name of proprietor / Director of Bidder company /firm/agency	
3.	Full Address of Registered Office	
	Telephone No /Mobile No	
	FAX No	
	E-Mail Address	
	Website, if any	
5.	Banker of Bidder company/ firm/ agency with full address including telephone, fax and email	
6.	PAN / GIR No	
7.	Service Tax Registration No	
8	Year of Experience of the Bidder in the similar field from 2010 onwards (attach supporting document, List of work orders and Completion certificate/ credentials from such clients from 2010 onwards)	
11	No. of contracts where Agency has services have completed or engaged in which at least one contract of Rs 10 lakhs in a year during any two years of the last 3 years (year 2019-20, 2020-21 & year 2021-22). OR at least two contracts each worth Rs. 5 lakhs in a year in the area during any two years of the last 3 years (year 2019-20, 2020-21 & year 2021-22).	



	(attach supporting documents & details like Address of the Bidder at each site/location along with the details of contract for each location)	
12	Number of Bus owned along with proof of ownership	
13	Number of Car owned along with proof of ownership	
14	Number of drivers engaged with dress code & their driving license copy , (attach supporting document)	
15	Mobile number of drivers	
16	Number of AC vehicles	
17	Weather car/bus is having perfume facility	
18	Any additional information (please attached sheet)	

Give details of the major similar contracts handled by the Bidder Company/ firm/ agency in PSUs and Government Departments and/or private sector during the last five years in the following format.

Year from 2010 onwards	Name and address of the clients including telephone, fax and email	At least one contracts each worth Rs.10 lakhs in a year in the area during any two years of the last 3 years.	Duration of Contract	
			From	To



[Handwritten signature]

Give details of the major similar contracts handled by the Bidder Company/ firm/ agency in PSUs and Government Departments and/or private sector during the last five years in the following format.

Year from 2010 onwards	Name and address of the clients including telephone, fax and email	At least two contracts each worth Rs.5 lakhs in a year in the area during any two years of the last 3 years.	Duration of Contract	
			From	To

Selected bidders should bring all original documents for verification after financial bid

All the Terms and Conditions mentioned in this Tender Document are accepted by us

Name & Signature of authorized person

(Seal)

Date:

Place:



[Handwritten signature]

FINANCIAL BID

(all financial bid to be enclosed in a sealed envelope)

Rates for AC BUS for sitting arrangement of 50 persons

Type of Bus	Rates for 15 Kms per day	Rates for Bus for extra per hour	Rates for Bus For extra per Km	<u>Total Rates for 10 hours and 40km per day (including all taxes ,charges)</u>
AC Bus	Rs (In words)	Rs (In words)	Rs (In words)	Rs (In words)

Note:-

- Comparison will be done on Total rates of non-AC buses for 10 hours and 40 km per day
- Starting time & Km will be counted from the University /Hostel
- Bidders should bring all original documents for verification after opening of financial bid for verification

Name & Signature of Tenderer



A handwritten signature in black ink, written over a horizontal line.