



PONDICHERRY UNIVERSITY
(A CENTRAL UNIVERSITY)
Bharat Ratna Dr.B.R. AmbedkarAdministrative building
R. Venkataraman Nagar, Kalapet, Puducherry – 605 014

**INVITATION FOR SEALED TENDER UNDER TWO BID SYSTEM FOR PROVIDING
BUS SERVICE ON MONTHLY HIRED BASIS**

I. PREAMBLE

1. Pondicherry University is a Central University established by an act of Parliament. It is functioning as an Institute of Higher Learning in the Union Territory of Puducherry.
2. Pondicherry University, Puducherry invites Sealed Tenders under Two Bid System for providing bus transport service on monthly hired basis initially for one year. The interested parties/service providers may submit their application form in **Format I (Technical Bid) and Format II (Commercial Bid)**. Only Tenders duly filled in and in complete shape shall be considered.

II. TIME SCHEDULE

Published Date & Time	
Last date and time for submission of filled tender	21/08/2019 (1500 HRS)
Date of opening of Technical Bid	21/08/2019 (1530 HRS)
Date of opening of Financial Bid	To be announced in the University website on later date.

III. TECHNICAL BID

The Technical Bids of the bidders should compulsorily have the following documents and it will be evaluated on the following criteria.

1. Letter of submission of tender
2. The tender document with all pages duly signed with official seal
3. Copy of Income Tax, Pan Card
4. Copy of GSTIN Registration
5. Experience certificate (copy of the business Registration Certificate, Trade Certificate and Establishment Certificate)
6. Turn over certificate in the Format III.
7. Earnest money deposit of Rs.1,00,000/- in the form of bank draft/payee order
8. Photocopies of the registration certificates of at least 10 buses owned by the firm/owner .
9. Photocopies of license, permit, trade certificate to prove the firm is having its own workshop/service station
10. A self certificate to the effect that the tenderer has not been blacklisted by Central/State Government/Public Sector units or its contracts have not been terminated on account of poor performance.
11. List of accidental claims during the last 05 years.

The Technical Bid should be submitted in Format I (in the prescribed format in appended).

IV. FINANCIAL BID

1. The Financial Bid should be submitted in a separate sealed cover, strictly in the prescribed format (as per the Format II appended).

2. The financial bids will be opened on a later date to be announced in the University website only in respect of those firms, which meet the technical bid criteria mentioned in para III of this tender document.

3. The determination of L1 shall be based on the quotes rates for item nos. (1), (2) and (3) in Format II.

4. In case more than one firm quotes L1 rates for item No. (1) to (4), the contract may be awarded in favour of more than one firm at the discretion of the University. At the same time the selected firms should accept the L1 rates for all the items quoted by the other bidders.

V. ELIGIBILITY CONDITIONS

1. The bidder should be in the transport business for atleast five years.

2. The bidder or his firm should possess valid PAN Number for IT assessment.

3. The bidder or his firm should have valid GSTIN Number.

4. The bidder should have turn over in transport business consistently for Rs.50 lakhs per annum for last three years (2016-19) (Proof should be submitted in the Format III).

5. The contractor should possess atleast 10 Nos of buses which are not older than 05 years in good roadworthy conditions and registered either under his own name or his firm's name and should convey his unconditional acceptance to operate 15 buses to the University on demand once the contract is awarded. Copies of the RC Books as the proof for the ownership of buses are to be enclosed alongwith Technical Bid.

6. The Contractor should hold his own service station, workshop and mechanics to provide instant and regular maintenance service for the buses offered to the University. (Proof should be submitted with Technical Bid).

7. The successful bidder or bidders should sign an agreement with the University in prescribed form and stamp value.

VI. PERMIT FROM GOVERNMENT

It is the total responsibility of the Contractor to obtain the required permits to provide the agreed bus service for the University. In any case, transferring the ownership of the buses which are offered to the University's services in the name of the Registrar of Pondicherry University will not be allowed, to obtain Educational Institution Vehicle Permit (EVIP) at concessional annual permit charges. However, the University will provide all other letters of authorization, paper works etc. to obtain any other type of service permit from the Government at cheaper cost.

VII. EARNEST MONEY DEPOSIT (EMD)

1. The tenderer will be required to deposit a sum of Rs.1,00,000/- (Rupees One Lakh only) as earnest money along with completed Technical Bid. The earnest money is towards an undertaking by the tenderer that the tenderer will not back-out from his offer or modify the terms and conditions thereof in a manner not acceptable to Pondicherry University. If the tenderer fail to observe or comply with the said stipulations, the entire amount shall be liable to be forfeited by Pondicherry University. No interest will be paid for the EMD.

2. The deposit as referred above shall be made by Pay Order or Demand Draft made in favour of the Finance Officer, Pondicherry University payable at Puducherry and valid for a minimum period of three months after the date of issue.

VIII. PERFORMANCE SECURITY

The successful tenderer whose rates are finally accepted shall furnish performance security for an amount of Rs.6,00,000/- (Rupees Six Lakhs only) within 07 days from the date of the communication of award of contract by way of Bank Guarantee or Demand Draft made in favour of the Finance Officer, Pondicherry University. No interest will be paid on the performance

security.

XI. OPENING OF BIDS:

1. Bids received duly filled in and in complete shape only will be considered.
2. The technical bids will be opened in the presence of bidders or their authorized representatives who choose to attend on due date and time. The bidder's representatives present at the time of opening of bid shall sign on an attendance register. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening
3. Maximum two representatives for each bidder shall be authorized/permitted to attend the bid opening.
4. The bidder's name, documents submitted, modification, bid withdrawals and such other details as this office, at its discretion, may consider appropriate will be announced at the opening.
5. The date fixed for opening of bids, if subsequently declared as holiday, the revised date of schedule will be notified in the University website: www.pondiuni.edu.in. In absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.
6. Opening of financial bid will be announced in the University website on a later date.

X. FORCE MAJEURE

1. If at anytime, during the continuance of the agreement the performance in whole or in part by the firm of any obligation specified in the agreement, is prevented, restricted, delayed interfered, by reason of war or hostile act of public enemy, civic commotion, sabotage, act of state or direction from statutory authority, explosion, epidemic, quarantine, restriction, fire, floats, naturally calamities or any act of god, (hereinafter refer to as event), provided notice of happenings of any such event is given by the firm to Pondicherry University within seven calendar days from the date of occurrence thereof, the firm may be excused from performance of its obligation. Provided further that the obligations under the agreement shall be resumed by the firm, as soon as practicable, after such event comes to an end or ceases to exist. The decision of Pondicherry University as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.
2. However, the Force majeure events mentioned above will not in any way cause extension of the period of the agreement.

XI. OTHER TERMS AND CONDITION OF THE TENDER

1. The tenderer will have to give a written undertaking that he accepts all the terms and conditions of this tender, by duly signed and stamped in all the pages in the tender document and in the supporting documents
2. The University authority reserves the right to reject or accept any one or all proposal without assigning any reasons thereof under administrative reasons.
3. The selection of the successful bidder will not only be based on L1 rate. But also the other evaluations such as the reputation, the technical capabilities and financial strength, the duration in the business etc will be valued for selection.
4. During the validity of the Contract, if there is any increase in the cost of spare parts, servicing tyre, lubricants, fuel etc, no increase in the rates will be demanded/entertained.
5. The University has the right to enter into contract for hiring of bus/drivers with one or more service Providers/ bidders.
6. The selected party should not assign this contract or any part thereof to any third party.
7. The Contract to be entered with service provider firm by the University is purely for getting the transport service for the University students, staff and KV School II students on monthly

contract basis. At no point of time, the crew of the buses which are put into the service of University by the Contractor, shall have any claim over the University including the payment of wages, salary, revision of wages, bonus, employment in Pondicherry University, Medical treatment, refreshment, food etc.

8. Pondicherry University reserves the right to accept or reject any or all the Financial Bids irrespective of their being the lowest without assigning any reasons.

9. Pondicherry University reserves the right to relax the tender condition at any stage, if considered necessary for the purpose of finalizing the contract in the overall interest of Pondicherry University.

10. Pondicherry University reserves the right to disqualify the tenderers blacklisted by Central/State Govts/Public Sector Units or whose contracts have been terminated on account of poor performance.

11. Pondicherry University reserves the right to re-tender or modify the Terms & Conditions of the tender.

12. If more than one or improper rate is tendered, the tender is liable to be rejected summarily and will not be considered.

13. Tenders containing erasures, omissions or alternations or incomplete or without details are liable to be rejected. If any corrections become necessary this must be made in ink and all such corrections must be attested by full signature of the tenderer.

14. The Tender documents must be submitted in sealed covers and not later than 03.00 P.M on 21.08.2019 to the following address.

**The Registrar (i/c),
Pondicherry University
R.V. Nagar, Kalapet,
Puducherry-14.**

XII. QUALITY OF BUSES & THEIR SERVICE

1. The vehicles to be provided will be with at least 52 seater buses and they should not be more than 05 years old (Registration not before January 2015). In case the selected agency wants to provide vehicle of higher value and class at the same rates, the Pondicherry University would have no objection to it, subject to fulfillment of other terms and conditions.

2. The vehicle should be kept neat and clean and in perfect running condition and should be provided with neat & clean seats and the University's decision to accept the condition of the vehicle will be final.

3. The buses should be compulsorily within the periodicity of the duration of usage, prescribed by the University. In exceptional cases, a relaxation upto six months can be provided only for fulfillment of statutory procedure for replacement of new buses as per the conditions stipulated by the University.

4. The buses offered to the University are to be complying with the rules, regulations and conditions as laid down by the Government applicable for appropriate Permit Service. The buses should be painted in uniform lemon yellow color with all necessary marking on the body as per Government orders or as per the instructions of the Pondicherry University.

5. The buses shall be comprehensively insured against all risks (including the driver, conductors and occupants & third party). Insurance policy shall be renewed well before the due date.

6. The party should assume all liabilities and keep the University indemnified against any action, suit, cost, damages, charges and expenses arising how-so-ever out of the operation of the bus, specifically on account of occurrence of any minor or major accidents.

7. All the vehicles should have valid operational permits to run in the territory of Puducherry including the neighboring areas in Tamil Nadu.

8. Bus should be in a position to move freely to the neighboring States without any restrictions.

9. The bus shall be under Pondicherry University's control during the working days/hours and shall be parked in designated locations of the Pondicherry University, Puducherry when not in use during the working hours. During and after working hours, the University shall not bear any responsibility for safety of the buses.

10. Everyday, the starting time and distance in respect of vehicles hired on monthly basis will commence from the Starting point/pickup point assigned by the University and will get terminated from the time and place on reaching the spot/point where the vehicle commenced its service for the University in the beginning. For this purpose, the kilometer reading as well as the time will be recorded by the drivers in the duty slip/trip sheet about the time of reporting and releasing of the vehicle and this duty slip/trip slip will be verified and certified next day by the concerned officials in Transport Section.

11. Dedicated vehicles and drivers must be provided exclusively for University service and changes will be allowed only in the exceptional circumstance.

12. The driver and the vehicle should not be changed without prior permission of the University. If either the vehicle or the driver is not found to be suitable, then they shall be changed immediately on receiving an instruction from Pondicherry University to that effect. If three written complaints are received against the driver or vehicle from commuters, then University would have a right to hire a vehicle from the market and the additional cost incurred by University in such event will be borne by the Contractor.

13. In case of breakdown of any bus, the Contractor should provide an alternative bus within one hour at no extra cost. The University shall have absolute right to impose fine as per the terms, if they fail to provide another within one hour and also will curtail the agreed charges proportionally.

14. In case of any accident to the bus or it is challenged it will be the responsibility of the contractor or his representative (drivers) to lodge FIR etc. with police. All RTO issues and Traffic violations are to be taken care by the contractor.

15. The transport operator and driver shall be bound to carry out the instructions of the Transport Section as well as of the administration of the University.

16. All costs for repairs and maintenance, running costs, fuel, lubricants, salaries of drivers, taxes, insurance, statutory deductions and payments etc. necessary for the running & maintenance of bus will be borne by the contractor.

XIII. QUALITY OF SERVICE BY THE DRIVERS AND CONDUCTORS

1. Once, the tender is finalized Service Provider shall not engage any person below 18 years of age.

2. All the buses should be compulsorily provided with one conductor/checker who will execute the orders of the University to check the genuinity of the commuters regularly.

3. The drivers employed should hold a valid driving license, well behaved, reasonably educated conversant with traffic rules/regulations and town roads/routes as well as security instructions.

4. The drivers and conductors must observe at most discipline, passions and courtesy while performing the duty. The bus crew must be neatly dressed, should wear proper uniform and must carry a mobile phone in working condition, for which, no separate payment shall be made by University. The drivers and conductors should not be found in a state of intoxication during duty hours.

5. Under no case drivers/conductors are allowed to take on any passengers other than the authorized commuters of the University during the hours of duty.

6. Contractor would be responsible for the good conduct of the drivers and conductors employed and if at any point of time any driver is found to be working against the interest of the Contract, Commuters and University, the said crew shall be withdrawn and a fresh personnel shall be provided to the university at no additional cost.

7. Drivers should always carry all necessary documents like Registration papers, Insurance papers, Pollution Control clearance, RTO tax payment papers, valid driving license and all other documents that should accompany bus as per rules & regulations of applicable laws.

8. Drivers should carry sufficient cash for discharging obligation on account of parking charges & toll taxes. Parking charges & toll fee will be reimbursed to the contractor by producing of proper supporting documents.

9. Lodging, boarding, transportation of drivers shall be the contractor's responsibility during the outstation travel.

XIV. DURATION OF CONTRACT

1. At the initial stage, the contract shall be awarded for a period for one year from the date of commencement of the Agreement. Pondicherry University will reserve its right to extend it for further term of one or more years on mutually acceptable terms, conditions and rates at the sole discretion of the University.

2. However, it will be obligatory on the part of the firm to continue to work at the rates prevailing on the last date of the Agreement even beyond contract period for at least 6 (Six) months or till the new contract is finalized, which is earlier.

XV. VALIDITY OF TENDER

1. The tenderer will be required to keep open the validity of his offer for a period of 180 days (One Hundred and Eighty days only) from the latest date of submission of tender. It shall be understood that the tender document have been sold/issued to the tenderer. He shall not rescind his offer or modify the terms and conditions there of in any manner is not acceptable to Pondicherry University.

2. The authority for acceptance of the tender documents and tendered rates will rest with the competent authority of Pondicherry University who does not bind himself to accept the lowest or any other tender nor does he understand to assign reasons for his decision in this matter.

3. Acceptance of tendered rates will be communicated through a letter as soon as possible. Till the acceptance letter sent to the successful bidder, no communication will be entertained.

4. All the tender documents submitted by a tenderer shall become the property of Pondicherry University and Pondicherry University shall have no obligation to return the same to the tenderers.

5. Canvassing in connection with tender is strictly prohibited. The tender, submitted by the tenderer or who resorts to canvassing will be liable for rejection.

6. If the tenderer deliberately gives wrong information or conceals information/facts in his tender, which shall be favourable for acceptance of his tender fraudulently, then Pondicherry University reserves the right to reject such tender any stage of execution without any financial liability and with power to impose penalty against EMD/SD.

XVI. PAYMENT CONDITIONS

1. The Contractor will produce monthly bills for release of payment at the beginning of the succeeding months of operation and the bills will be honored positively with one month's period from the date of receipt.

2. IT (TDS), GST (TDS) and all other taxes will be deducted as per applicable rules.

XVII. LAWS GOVERNING AGREEMENT

The agreement entered into between Pondicherry University and the firm shall be governed by the laws of India for the time being in force.

XVIII. JURISDICTION OF COURTS

The courts at Puducherry and Chennai shall alone have the jurisdiction to decide any dispute arising out of or in respect of the agreement.

XIX. AMICABLE SETTLEMENT

In case of dispute arises between the parties regarding any matter under the contract, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, the matter will be referred for arbitration.

XX. ARBITRATION

In the event of any dispute arising between Pondicherry University and the Contractor in any matter covered under this Agreement or arising directly or indirectly therefrom or connected or concerned with the said Agreement in any manner of its implementation of any terms and conditions of the said Agreement is not settled amicably by the parties, the matter shall be referred to the Director (Studies, Educational Innovation and Rural Re-Construction), Pondicherry University who may himself act as sole arbitrator or may nominate an officer of Pondicherry University as sole arbitrator, notwithstanding the fact that such officer has been directly or indirectly associated with the contract. The firm will not be entitled to raise any objection for the appointment of such officer of Pondicherry University as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties to the agreement subject to provisions of Arbitration and Conciliation Act, 1996 and rules made there under. The parties expressly agree that the arbitration proceedings shall be held at Puducherry. The language of arbitration shall be in English only.

XXI. GENERAL

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required at any point shall be sought from The Legal Cell of the Pondicherry University, whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the Agreement shall also be decided by making reference to the Legal Cell and this decision shall be final and binding.

XXII. STUDY OF LOCAL CONDITIONS

The tenderer is advised on his own interest to visit the site of work and acquaint himself with all local conditions, means of access to the work, nature of work, routes, road and traffic conditions etc.

XXIII. SERVICE DEFICIENCY CHARGES/PENALTY

Violation of contract conditions especial of deficiency in service would attract imposition of penalties as below:-

Sl.No	Particulars	Violations/Penalty (in Rs.)			Remarks
		First Instance	Second Instance	Third Instance	
1.	Delay of more than 15 minutes in reporting for duty at start of day	500/-	1000/-	2000/-	Pro-rata charges for the day will also be deducted.
2	Failure to provide alternate vehicle during repairs/maintenance	500/-	1000/-	2000/-	Pro-rata charges for the day will also be deducted.

3	Failure to provide alternate vehicle within one hour of breakdown while on duty	500/-	1000/-	2000/-	Pro-rata charges for the day will also be deducted.
4.	Tampering of vehicle meters	500/-	1000/-	2000/-	Pondicherry University has the discretion to terminate the contract with forfeiture of performance security/blacklisting of firm
5	Irregularities such as overwriting, forged entries etc in the log book, usage slips and bills	500/-	1000/-	2000/-	-do-
6	Change of vehicle without prior intimation to Pondicherry University	500/-	-----	-----	On each occasion
7	Non-production of any of the mandatory documents when asked for	500/-	-----	-----	On each occasion
8	Unclean vehicle	500/-	-----	-----	On each occasion
9	Non-compliance of any other terms & conditions	200/-	-----	-----	On each occasion
10	Complaints of intoxication against drivers/conductors and unruly behavior with commuters	200/-	-----	-----	On each occasion

CERTIFICATE

It is certified that above information is true and correct in the best of my knowledge and belief and in case of any these is found to be false we shall be liable for any action as decided by the Pondicherry University.

It is certified that all the vehicles listed in Form-IV are owned & operated by me/us.

It is certified that I/ we have read and fully understood the terms and conditions of this Tender for “Providing bus transport service for official purpose in Pondicherry University and if contract is awarded, I/we will abide by them till the end of contract period.

It is also certified that neither the bidder firm was blacklisted by any Central Government Ministry/Department during the three years immediately preceding the last date for submission of this bid, nor remained blacklisted at any time during the said three years.

FORMAT I
TECHNICAL BID

1	Name of Firm	
2	Address, telephone, fax, e-mail	
3	Name & Telephone number of contact person	
4	Status of Firm-Sole Proprietors/Partnership/PVT Ltd. Co/Ltd	
5	Year of establishment	
S.No	Qualifying Criteria (copy of the relevant documents to be attached)	Bidder response
1	Registration No of the firm/company	
	Self attested copy of Registration certificate? (Yes or No)	
2	PAN No	
	Self-attested copy of PAN Card? (Yes or No)	
3	GSTIN Registration	
	Self attested copy of GSTIN enclosed. (Yes or No)	
4	Bid Security/ EMD Details: Amount: (in figure)Rs. _____ (In words): Rupees _____ only.	
	Whether DD/PO drawn in favor of Pondicherry University, Puducherry attached. (Yes or No)	
6	Average annual turnover from operations in the last financial years, i.e, 2016-17,2017-18&2018-2019.(in INR)	
	Turn over certificate in Format-III. (Yes or No)	
7	No of annual contracts for providing transport services to Central/State Govt. Ministries/Departments or Central/State PSU/Autonomous bodies/Statutory bodies satisfactorily performed during the three years prior to last date for submission of bids	
	Self attested copies of two supply orders/Letters of Award of such contracts (Yes or No)	
	Self attested copies of satisfactory performance reports in r/o these contracts. (Yes or No)	
8	No of buses owned & operated by the bidder given in Format IV	
9	Validity of bid is 120 days from the date of closing of bid	
10	No of years service in the transport field	
Name & Mobile number of the Contact person for getting service during office hours(8AM to 6PM on working days)		
Name & Mobile number of the Contract person for getting service beyond office hours (i.e before 8 Am & after 6 PM, including on holidays)		

Signature of the bidder

FORMAT II

FINANCIAL BID

Amount quoted by the bidder for providing bus transport service on monthly hiring basis by standard bus within 05 years of usage, with atleast 52+2 seating capacity

Item No	Particulars of the service	Rate per month on regular Stage Carriage/Tour Permit (Rs.)
1	For providing bus service for operating upto 40 kms per day from 08.00 a.m to 07.00 p.m	
2	For providing bus service for operating upto 50 kms per day from 08.00 a.m to 07.00 p.m	
3	For providing bus service for operating upto 60 kms per day from 08.00 a.m to 07.00 p.m	
4	For providing bus service for operating upto 100 kms per day from 08.00 a.m to 07.00 p.m	
5	Rate for every additional 7 Kms	
6	Rate for every additional 1 hour waiting/service	

Signature of bidder

FORMAT III

TURNOVER CERTIFICATE

This is to certify that as per their audited financial statements, the turnover of M/s _____ in the 03 (three) preceding Financial Years are as given below:

Year	Turnover (in Rupees)
2016-17	
2017-18	
2018-19	

*It is confirmed that I am a practicing Chartered Accountant.

Place:

Date:

Seal of Statutory Auditor/CA

Signature of Statutory Auditor/CA

Note: The above certificate should be from the statutory auditor of the bidder, or from a practicing chartered accountant if the bidder does not have a statutory auditor.

*Strike out whichever is not applicable

Signature of the bidder

FORMAT IV

Details of vehicles owned & operated by the bidder (52+2 seater buses)

S.No	Regn.No.	Date of Registration as a new vehicle	Make and Model (year)	Owner's Name	KM run (as on bid submission date)
1					
2					
3					
4					
5					
7					
8					
9					
10					

Signature of the bidder

FORMAT V

DETAILS OF BANK ACCOUNT
(RTGS/NEFT facility for receiving payments)

Sl.No	Particulars	To be filled by the bidder
1	Name(s) of Account Holder(s)	
2	Adress of Account Holder(s)	
3	Name of the Bank	
4	Name and Adress of Branch	
5	IFSC Code	
6	MICR Code	
7	Account Number	
8	Type of Account	

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/We would not hold TRAI responsible.

Signature(s) of account holder(s) Name(s) of Account holder(s)

SIGNATURE OF THE BIDDER &
STAMP

Signature of the bidder