

NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES (NIEPMD)

(Department of Disability Affairs, Ministry of Social Justice & Empowerment, Govt. of India)
E.C.R. Muttukadu Kovalam P.O, Chennai- 603 112

E-TENDER NOTICE- HIRING OF BUSES FOR SCHOOL DUTIES

*E-Tender is invited through NIC e-Procurement portal URL <http://eprocure.gov.in/eprocure/app> in two bid system two bid system i.e. (i) Technical bid and (ii) Financial bid from reputed Vehicle owners / Transporters who has proven track record to provide buses to Central Govt. / State Govt./ Autonomous bodies / Schools / Colleges / universities/ Medical Colleges with an average annual turnover of last three financials years not less than **Rupees 01 Crores (i.e. Rs 03 crores in 03 FYs)**. The tender document can be downloaded from our website www.niepmd.tn.nic.in.*

Last date for E-Bidding	-	3.00 PM. on 15 June 2017
Tender fee	-	Rs.1000/- (Non-Refundable)
EMD	-	Rs.1,50,000/-
Date & Time of Opening of Tender Documents-		04.00 PM. on 16 June 2017

Tele: 044-27472046/27472113 Telefax: 044-27472389 mail:niepmd@gmail.com

DIRECTOR

ASPO:

Permission may please be given to published the Tender Notice one national daily all India edition, One Tamil Daily all Tamilnadu edition, Indian Trade journal (ITJ), CPPP Portal (as per Ministry guidelines) and Institute website for wide publicity.

DIRECTOR

NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES (NIEPMD)

(Department of Disability Affairs, Ministry of Social Justice & Empowerment, Govt. of India)

East coast Road, Muttukadu, Kovalam(post) Chennai-603 112

[Tel:044-27472113](tel:044-27472113),[27472046](tel:044-27472046) Fax:044-27472389

www.niepmd.tn.nic.in Email:niepmd@mail.com

TENDER DOCUMENT

HIRING OF BUSES FOR SCHOOL DUTIES

FILE NO.NIEPMD/PUR(4)/9B/2017-18

Last date for E-Bidding	-	3.00 PM. on 15 June 2017
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Tele: 044-27472046/27472113 Telefax: 044-27472389 Email:niepmd@gmail.com		

DIRECTOR

National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD) is a Central Autonomous Body under the Ministry of Social Justice & Empowerment, Government of India. The Institute intends to hire **Three** numbers of buses (32 Seater) on daily hire basis for school duties and supporting services offered by the institute to the beneficiaries of Mentally challenged and Multiple Disabilities.

NIEPMD is inviting E-tenders from *reputed Vehicle owners / Transporters who has proven track record to provide buses to Central Govt. / State Govt./ Autonomous bodies / Schools / Colleges / universities/ Medical Colleges with an average annual turnover of last three financials years not less than Rupees 01 Crores (i.e. Rs 03 crores in 03 FYs)* for hiring of vehicles as mentioned in the above subject for an initial period of Three years which may be extended for another Two year on the mutually agreement basis. However it is not binding for either side to extend the rate contract beyond 03 year. Interested bidders can apply on line through NIC e-procurement portal URL <http://eprocure.gov.in/eprocure/app>". Detailed terms and conditions, tender format can be downloaded from the institute's website www.niepmd.tn.nic.in.

Date: May 2017

DIRECTOR

GENERAL TERMS & CONDITIONS;

1. Tender will be available on NIC e-procurement portal URL <http://eprocure.gov.in/eprocure/app> form 26th May 2017 09.00AM. to 15th June 2017 03.00PM.
2. EMD amount of Rs. 1,50,000/- & Tender fee of Rs. 1,000/- should be paid online through NEFT or RTGS in NIEPMD account and payment receipt to be uploaded with tender document. Bids without Tender fee and EMD amount shall not be considered for further evaluation Tender received without Tender Fee or lesser amounts will be summarily rejected. No further correspondence will be entertained on the subject.
3. No alteration or amendments shall be allowed after submission and opening of the tenders.
4. The financial bids of technically qualified bidders only will be opened. The time of opening will be intimated.
5. The order will be awarded to provide buses with the lowest rate quoted on each route.
6. The Financial bids of bidders who are not qualified technically will not be opened.
7. **Tender shall be valid up to 03 year from the date of acceptance. Extension for a further period up to two year on satisfactory performance on same terms and condition can be given.**
8. The Director, NIEPMD, reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason what so ever and does not bind itself to accept the lowest or any specific tender. The decision of Director, NIEPMD in this regard shall be final and binding.
9. **In case of any dispute arising with regards to this tender or its conclusion, the decision of the Director NIEPMD shall be final.**

DEFINITION

- a) The term Institute shall mean NIEPMD, Chennai.
- b) The term Bidder shall mean the bidder selected by the Institute for the supply of materials.

SCOPE OF WORK:

NIEPMD, under Ministry of Social Justice and Empowerment, Government of India has required to hire Three number of buses (32 Seater) on daily hire basis for school duties and supporting services offered by the institute to the beneficiaries with Mentally challenged and Multiple Disabilities.

E-Tenders are invited through NIC e-procurement portal from individuals or transporters with proven track record on behalf of The Director, NIEPMD ECR Chennai – 603 112 for hiring of vehicles as mentioned in the above subject for an initial period of Three years on following routes:

(A) GST TO MUTTUKADU & BACK

MM NAGAR – VANDALUR – PERUNGALATHUR – KOLAPPAKKAM-
RATHINAMANGALAM-KANDIGAI – MAMBAKKAM – PUDUPPAKKAM –
KELAMBAKKAM – THIRUPORUR – PAIYANUR – MAMALLAPURAM –NEMMELI –
KOVALAM – MUTTUKADU – NIEPMD & BACK

Trip	Starting Point & Time	Destination Point & Time
Morning	Maraimalai Nagar 07.30 am	NIEPMD 09.30 am
Evening	NIEPMD 03.30 pm	Maraimalai Nagar 05.30 pm

(B) THIRUVOTRIYUR TO MUTTUKADU & BACK

THIRUVOTRIYUR -- OLD WASHERMANPET – ROYAPURAM - BEACH STATION-
PARRYS - CENTRAL – ROYAPET-MYLAPUR –ADYAR - BESANT NAGAR –
THIRUVANMIYUR - NIEPMD & BACK

Trip	Starting Point & Time	Destination Point & Time
Morning	THIRUVOTRIYUR 07.30 am	NIEPMD 09.30 am
Evening	NIEPMD 03.30 pm	THIRUVOTRIYUR 05.30 pm

(C) KOYAMBEDU TO NIEPMD & BACK

KOYAMBEDU – VADAPALANI - K.K.NAGAR – GUINDI - VALACHERRY-SRP
TOOLS – SHOLINGANALLUR - NIEPMD & BACK

Trip	Starting Point & Time	Destination Point & Time
Morning	KOYAMBEDU 07.30 am	NIEPMD 09.30 am
Evening	NIEPMD 03.30 pm	KOYAMBEDU 05.30 pm

Special Terms & Conditions:

1. The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and NIEPMD, Chennai.
2. The Tenderers should meet the requirement of honourable Supreme Court direction to Education Institution Buses attached as Annexure “A” to this Document.
3. For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post to the NIEPMD. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
4. The contractor has to give Security Deposit / Bank Guarantee of Rs. 1,00,000/- per bus (in words-Rupees One Lac only) before award of work. The Security Deposit shall

be in the form of demand draft / Bank Guarantee of any scheduled bank in favour of Director, NIEPMD, Chennai. The EMD will also be adjusted against the security. No interest will be given on security deposit.

5. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid Security Deposit / Bank Guarantee will be forfeited.
6. In case of partnership firms, a copy of the partnership deed, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be uploaded along with the tender.
7. The quoted rate shall be inclusive of fuel charges, service tax, passenger tax, excise tax as per school code comprehensive insurance Coverage, driver salary, road tax, registration charges, charges towards road permit, passenger tax of Tamilnadu State, Toll Tax & all other taxes imposed by Governments from time to time and operation & maintenance charges of vehicle.
8. **Vehicle must be registered as per school code with Transport Authority. Expenditure towards registration of vehicle and passenger/goods tax with State Government Transport Authority shall be borne/ settled by the owner of the vehicle.**
9. Quoted price for hiring of vehicle shall remain firm during the period of contract.
10. In the event of theft, loss or accident and any dispute with the local government Authority, the NIEPMD authority will not be responsible and vehicle owner will settle the claims himself with any authority.
11. During the contract period if vehicle is seized/ detained impounded by police / transport authority or any other authority for any reason, what so ever, it shall be the sole responsibility of the contractor. The contractor shall provide alternate vehicle immediately.
12. The following manpower on duty should be ensured during the operation of the vehicle.
(a) Driver = 1, Helper=1, Total =2 Nos. (On each bus)
13. The drivers of the vehicles must have valid driving licence for the appropriate class of vehicle. The Driver must have at least **five years'** experience to drive appropriate class of vehicle and driving license must have obtained at least 5-years back. The drivers must be well behaved and in case of any objectionable behaviour he has to be suitably substituted failing which the contract may be terminated with on-month prior notice.
14. Driver & Conductor should be in proper uniform.
15. The vehicle should be in excellent condition complete with good seats, glasses, tyres & Stepney etc. NIEPMD has the right to inspect the vehicles in details before awarding the contract.
16. All the documents related to commercial vehicle must be available with the driver at all the time. Necessary Road permits for School Vehicle must be obtained before putting vehicle on duty. All document connected with the vehicle RC book, Driving Licence

etc. should be available with the vehicle. The following documents, viz. 'The Ownership Book', 'Up-to-date Road Tax Payment document', 'Fitness Certificate', 'Road Permit', 'Vehicle Insurance along with third party and driver insurance (that should include the driver)', 'Driving Licence of the Driver', 'Valid Pollution under Control Certificate' and any other document that may be required as per rules should be always kept available with the driver of the vehicle on duty.

17. A copy of all these documents should be deposited in the office of the Vehicle-in-charge i.e. Store & Purchase office.
18. Insurance policy as per statutory requirement shall be taken by the vehicle owner so as to cover all type risk and also cover driver, number of the passengers as per school code. The owner shall also take other necessary insurance coverage as per the Motor Vehicle Act at his own cost
19. In case of breach of any of terms and conditions mentioned above, the Director, NIEPMD will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this institute in that event and the security deposit in the form of Bank Guarantee/Demand Draft shall be encashed.
20. Payment shall be made neither in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.
21. The contractor shall submit the bills in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
22. All payments shall be made within 30 days after clear receipt. The payment should be made by cheques NEFT/RTGS only.
23. The Income Tax (T.D.S.) shall be deducted at prevailing rate from the monthly bills, as amended from time to time in accordance with the provisions of Income Tax Department, and a certificate to this effect shall be issued by NIEPMD to the agency

Pre-Qualification Criteria

- (a) The Operator should have at least Five year experience of running Commercial Passenger Vehicles/ Buses for Universities / Institutes /Colleges/Medical Colleges. Preference will be given to vendor having experience in operating vehicle in Govt. Institutes and Medical Colleges.(Upload Proof)
- (b) The Operator should have average annual turnover of at least Rs. 1 Crore Lacs for the last three financial year. CA certified copy of balance with profit and loss statement should be uploaded as proof.
- (c) The Operator should have valid PAN No. / TIN No. in his or in the name of firm (Upload Self Attested Photocopy).
- (d) The motor vehicles belonging to educational institutions shall be painted in yellow colour with a 254 mm wide strip of dark blue paint going all around the body 178 mm below the windows. (Upload Undertaking)
- (e) The crest of the institution shall be painted below the dark blue strip in white colour on both sides of the vehicle between the rear and the front wheels. (Upload Undertaking)

- (f) The name of the Institute and Phone Number shall be written on the front & Back side either above or below the windscreen according to the NIEPMD available. (Attach Undertaking)
- (g) **“ON SCHOOL DUTY”** should be prominently written on the back and front of every bus carrying school children. (Upload Undertaking)
- (h) The buses shall carry a board showing the name of the school, route and timings, which shall be displayed, conspicuously on the front of the bus. (Upload Undertaking)
- (i) The bus driver engaged should have at least 5 years driving experience to drive appropriate class of vehicle and driving license must have obtained at least 5-years back. (Upload driver detail with self-attested copy of license with technical bid. In case of any change of drivers the same procedure will be followed.)
- (j) School bus should be fitted with First aid box and fire extinguisher in it. (Attach Undertaking)
- (k) Windows of buses be fitted with horizontal grills. (Upload Undertaking)
- (l) The doors of the bus should be fitted with reliable locks. (Upload Undertaking)
- (m) The Agency/ Firm must have registered as travel agency or operation of transport business with Tamilnadu Government.
- (n) The Agency/ Firm must have at least 03 nos. of buses registered in the name of firm or owner of the firm.
- (o) The Agency must have registered office in Chennai. Address of office with phone number on company letter head duly supported by document will be uploaded with technical bid

General Terms & Conditions

- (a) The Agency must have Service Tax Registration Number and submit a self-attested copy of certificate of Registration.
- (b) The Agency must submit Permanent Account Number and submit a self-attested copy of PAN card.
- (c) The Agency must have submitted Income Tax Return for last three years (2013-14, 2014-15 & 2015-16). Copies to be uploaded.
- (d) The Agency must have overall experience of 05 years in supplying vehicles to Education Institution (s)/ Govt. organization/ PSUs/ IITs/ NITs etc.
- (e) **All the vehicles must be of 2017 or latest model/ registration with specific make and model in NIT.**
- (f) An undertaking to the effect that the firm has not been blacklisted/ banned/ suspended/ debarred from any organization/ institute and no case is pending with the police or in court of law against their name, duly notarized. If the same is found at any point of time in any circumstance, the contracted shall be terminated and performance guarantee shall be forfeited.
- (g) The vehicle must be in excellent condition and must **have registration of 01.01.2017 or after**. Charges must be quoted as per the models specified in the financial bid form.

- (h) The buses will be de-hired during summer vacation. Normally, summer vacation is for two months, for which notice will be issued to the agency by the Institute and no payment for this period shall be made to the agency.
- (i) The agency shall deploy helper/ cleaner in all the buses failing which penalty @ `500/- per day per person shall be imposed on the contractor. In case of frequent violation, the contract may be terminated by the Institute. The Driver(s) and Helper(s) deployed should not be below 18 years.
- (j) The agency will take care of Insurance of the Vehicles as well as of the Drivers/ Helpers.
- (k) The drivers must observe all etiquette and protocol while performing the duty. He must be neatly dressed, should wear proper uniform to be decided by the Institute at the time of engagement for which no extra payment will be provided and must carry a mobile phone in working condition, for which, no separate payment shall be made by the Institute. All drivers should be provided with mobile phones.
- (l) The agency shall be responsible for any thefts/ burglary/ damage caused to the students/ employee/ guest of the Institute travelling in the vehicle(s). The compensation arising out of such activities shall be borne by the agency.
- (m) All maintenance servicing of the vehicles should be done by the agency at their own cost. The interior and exterior conditions of the vehicles should be well maintained.
- (n) In case of break down, the agency will be responsible for repair and maintenance of the vehicle and will arrange alternate vehicle within one hour. Institute will not pay any type of compensation for maintenance/ damage of the vehicle.
- (o) The vehicles provided to the Institute must have valid permits from the concerned authorities.
- (p) The Institute reserves the right to relax any of the eligibility criteria given in the tender document for award of contract in the best interest of the Institute.
- (q) The Institute is not bound to accept the lowest rates and reserves the right to accept tender in whole or in part or can reject it entirely without assigning any reason.
- (r) In case of default or abrogation of the condition stipulated, the EMD shall stand forfeited.
- (s) The vehicle is to be engaged within 15 days from the date of issue of the offer or from the effective date.
- (t) The agency shall abide by all statutory laws, rules and regulations of the State Govt./ Central Govt. as per jurisdiction.
- (u) All the certificates, testimonials desired in tender as per the eligibility criteria will be verified with the original documents to be presented by the firms/ agencies on the date of opening of Technical bids. Accordingly all the bidders desirous in participating in bidding process must attend the bid opening and come prepared with the entire original documents of which copies have been submitted with the tender for verification. Any bidder is found absent on the date of opening or fail to submit the original documents; their offers will be summarily rejected.
- (v) It is the responsibility of the agency to pay the wages to the drivers and helpers as per the Minimum Wages Act., as notified by the Ministry of Labour from time to time. The drivers/ helpers must be paid not less than the minimum wage. The contract may be cancelled if any complaints received from the drivers/ helpers in this regard.

- (w) No manpower should be engaged exclusively for this contract; when the contract terminates there shall be no physical or normal pressure on the Institute, on grounds of “person displaced from job”. The institute shall not entertain such claim.
- (x) During the agreement period, all safety measures must be taken care of by the agency for the vehicle and the personnel engaged under this contract. Any safety hazard occurring during the lease period shall be the sole responsibility of the Agency. The Institute shall in no way be liable for any such incident occurring during or in connection with this contract.
- (y) The Institute rules shall be binding for execution of the contract. Further in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, the Director, NIEPMD, Chennai is the sole arbitrator to decide the same or his decision is final and binding on both the parties. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Chennai only.
- (z) The vehicle can be de-hired at any point of time, giving prior notice of one month considering the requirement of the institute for which no payment will be made by the institute. In case of unsatisfactory services the contract of the agency may be terminated giving one week’s notice.
- (aa) The Agency (contractor) should make arrangement of his own for the stay/ accommodation of the drivers and helpers so that the latter remains available at all reasonable hours of the day.
- (bb) No escalation in price on account of any reason whatsoever will be allowed during the currency of the contract. The contract price shall be inclusive of all types of taxes, duties, levies, check gate, parking and service charges. No variation in above taxes, duties etc. will be entertained during the currency of the contract.
- (cc) Parking of any vehicles is not allowed in the campus after the duty hours.
- (dd) The Institute reserves the right to cancel/ reject any or all proposals without assigning any reason thereof.
- (ee) The institute reserves the right to accept whole or any part to the tender and the same shall be binding on the contractor.
- (ff) The need of the vehicle may increase/ decrease in future.
- (gg) Routes mentioned in Tender may be changed fully / Partially on as and when basis by NIEPMD authorities.
- (hh) The contract cannot be outsourced to third party.
- (ii) The start and releasing point of vehicle will be NIEPMD Muttukadu, Chennai.

Penalties:

Sr. No.	Reasons of Penalty	Amount
1.	Not reporting at all for duty	`1000/-
2.	For late reporting per occasion	`100/- per hr. Or part thereof
3.	Unclean or non-road worthiness vehicle deployed	`200/- per incident
4.	Misbehavior of driver / non following instruction of NIEPMD Chennai	`200/- per day or part thereof
5.	Any lapse notice during operation of contract other than listed in clause of penalties	`200/- per incident

The decision of Director, NIEPMD Chennai on all type of penalties shall be final and binding on the agency.

39. ARBITRATION:

In case of any dispute or difference arising out of or in connection with the tender conditions/ job order and contract, the institute and the contract will address the dispute/ difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute.

40. JURISDICTION:

The Court at Chennai alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender/ contract. It is specifically agreed that no court outside and other than Chennai court shall have jurisdiction in the matter.

41. FORCE MAJEURE

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc., may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall be reason of such event to be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumes as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

42. PERFORMANCE GUARANTEE:

The successful Agencies shall have to deposit @ Rs. 1,00,000/- per vehicle towards Performance Bank Guarantee by way of Demand Draft/ Bank Guarantee issued by a Nationalized/ Scheduled Commercial Bank in favour of Director, NIEPMD, Chennai. The bank guarantee should be valid for 60 days beyond the period of contract (38 months).

TECHNICAL BID – HIRING OF VEHICLES

QUALIFYING REQUIREMENT DATA

Sl. no.	General particulars of the Agency	Details to be filled up by the Bidder
1.	(a) Name of the Agency	
	(b) Registered address with telephone nos., mobile no. & E-mail ID	
	(c) Year of Establishment/ Incorporation	
	(d) Authorized Person's a. Name & Designation	
	b. Tel. No. Landline	
	c. E-mail ID:	
	d. Mobile	
	e. fax:	
2.	Type of Firm: Private Ltd./ Public Ltd./ Cooperative/ NGO/ PSU. (Please enclose copy of Memorandum/ Articles of Association/ Certificate of Incorporation)	

Note: Agencies/ Bidders not submitting full information/ documents at the first instance shall be rejected.

Signature with stamp: _____

Date: _____

Full Name: _____

Address: _____

TECHNICAL BID – HIRING OF VEHICLES

QUALIFYING REQUIREMENT DATA

5.	The firm/ agency should be registered with Service Tax Department	S.T Reg. No. (Copy of self-attested certificate attached) Yes/ No
6.	The firm/ agency should have PAN No.	PAN No. (Copy of self-attested certificate attached) Yes/ No
7.	The bidder should have at least three (5) years' experience in work of similar nature with Govt. offices/ IITs/ NITs/ PSU's etc., and must have executed the similar contract as mentioned in the eligibility criteria (Copy of the same to be attached)	Yes/ No
8.	Bus no. _____ & Reg. in the name of Bus no. _____ & Reg. in the name of Bus no. _____ & Reg. in the name of	Copy of registration enclosed. Yes/ No
9.	Copy of Work Order & Satisfactory Performance Report	Yes/ No
	from at least two clients where the Agency has been	
	working/ worked during last three years attached	
10.	IT Returns for the last three years	Yes/ No
	(Copy of the same to be attached)	

Note: Agencies/ Bidders not submitting full information/ documents at the first instance shall be rejected.

Signature with stamp: _____

Date: _____

Full Name: _____

Address: _____

DECLARATION BY THE TENDERER (UPLOAD DOCUMENTS)

1. I/We do hereby declare that I/We have not been banned/delisted by any Govt./Quasi Govt. Agencies/PSUs(if banned/delisted, details should be given). *(Upload document)*
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true. *(Upload document)*
3. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid. *(Upload document)*
4. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc. *(Upload document)*
5. None of the partners of our firm is a relative of employees of NIEPMD, Or I am, the owner of the vehicle and I am not related to any employee of NIEPMD. *(Upload document)*

We agree to all terms and conditions as mentioned above including the validity of the offer.

Utmost confidentiality of the data provided shall be maintained.

Name, Designation & Signature of the bidder with the seal

NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES (NIEPMD)

(Department of Disability Affairs, Ministry of Social Justice & Empowerment, Govt. of India)

East coast Road, Muttukadu, Kovalam(post) Chennai-603 112

[Tel:044-27472113,27472046](tel:044-27472113,27472046) Fax:044-27472389

www.niepmd.tn.nic.in Email:niepmd@mail.com

TECHNICAL BID

(To be uploaded)

- 1) TENDER NOTICE NO. **NIEPMD/Pur 4 (9)/2017-18**
- 2) NAME OF WORK: Hiring of 03 (Three) Nos. 32 Seater School Bus for transportation of School children of NIEPMD and for supporting services for initial 3 years contract may be extended to 02 more year on satisfactory performance basis, period may be extended/discontinued at the discretion of the NIEPMD.

NOTE:

Participants are requested to go through the Instruction laid in the below mentioned notice.

TECHNICAL & COMMERCIAL CONDITION

PARTICULARS

- 1) NAME OF CONTRACTOR :
- 2) FULL ADDRESS :
- 3) Telephone No. for correspondence :
- 4) PAST EXPERIENCE
 - a) Performance certificate or documentary :
Evidence for work done during last Five years.
- 5) FLEET STRENGTH:-
 - Number of vehicle to be deployed :
 - Owned by the participant/contractor- :
 - With registration mark & description
(Documentary evidence to be enclosed)
- 6) Ownership status, The Contractor/Participants
 - a) Whether proprietor ship:
 - b) Whether partnership, furnish copy of deed:
 - c) Whether company, furnish copies of
Memorandum & articles of association:

7) Ownership details of vehicle proposed to be deployed (Xerox copy of document, self-attested to be enclosed) Original to be provided as evidence if required:-

a) Owner name :

b) Registration no. of the vehicle :

c) Make & Model :

d) Year of manufacturing :

e) Validity of insurance :

f) Validity of Road Tax :

g) Owner book :

h) PAN Card no. :

i) Valid certificate of pollution :

j) Earnest money demand draft (in original):

k) Whether vehicle is for commercial permit:

l) Tax clearance certificate:

9) Acceptance by the Participants/Contractor of the

General Terms & Conditions, special terms &

Condition as per the Offers documents

(Upload signed copies):

10) Any other details (if any):

11) Separate sheets may be uploaded to furnish details if necessary.

I confirm that the information stated above are true to the best of my knowledge and if any of them is found to be contrary, the Company will be at the liberty to take action as it considered fit and I shall have not claim arising out of such action.

Date

Signature of tenderer with seal

NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES (NIEPMD)

(Department of Disability Affairs, Ministry of Social Justice & Empowerment, Govt. of India)

East coast Road, Muttukadu, Kovalam(post) Chennai-603 112

Tel:044-27472113,27472046 Fax: 044-27472389

www.niepmd.tn.nic.in Email:niepmd@mail.com

FINANCIAL BID

(To be enclosed in separate sealed cover)

Type of Vehicle	Make, model & year of Purchase of vehicle	Hiring Charge per day for initial 160 kilo meters/10 Hours	Additional Rate per Kilometer above 100 kms in a day	Additional Rate per hour above 10 hours in a day	Route
Van (32 seater)					GST TO MUTTUKADU
Type of Vehicle	Make, model & year of Purchase of vehicle	Hiring Charge per day for initial 100 kilo meters/10 Hours	Additional Rate per Kilometer above 100 kms in a day	Additional Rate per hour above 10 hours in a day	Route
Van (40+1 seater)					OLD WASHERMANPET TO MUTTUKADU
Van (40+1 seater)					KOYAMBEDU TO NIEPMD

Signature and seal of the bidder

- Attached BOQ in excel format should be downloaded and filled up. No commercial quote should be mentioned in technical bid.
- Rate should be quoted for all the items mentioned in BOQ. In case of not quoted for all items will cause for financial rejection.

Signature and seal of the bidder

Guidelines to be strictly followed for carrying school children to and from schools in different categories of Contract Carriages like motor cabs / maxi-cabs / omni buses etc.

Hon'ble Supreme Court of India was pleased to issue elaborate instructions in W.P. (Civil) 13029 of 1985 regarding steps to be taken for transport of school children to and from schools in school buses. In view of the said orders of Hon'ble Supreme Court of India, the following guidelines are being issued for carrying school children to and from schools in different categories of **motor cabs / maxi-cabs / omni buses** etc.:

1. There must be **appropriate permit** for the vehicle issued by competent authority as 'passenger transport vehicle'.
2. **'On School Duty'** must be permanently written on the back and front of every vehicle carrying such school children.
3. No such vehicle shall carry children in excess of its **permitted seating capacity**. No child should be allowed to sit on the lap of others, if any.
4. There must be a **First-aid box, Fire Extinguisher and drinking water** strictly in the vehicle.
5. The seat belts, wherever applicable, must be fastened properly.
6. School name and telephone no. must be displayed.
7. Every vehicle for carrying school children must be driven by a driver, who has **minimum 5 years of experience** in driving such categories of vehicles and must not have any record of **previous traffic offences**.
8. Whenever a contract carriage is used for carrying school children, the owner of the vehicle must give intimation to the **O.C. of local police station as well as to D.C. (Traffic), Chennai Police / S.P.** of the district indicating the name of the driver and particulars of the vehicle etc.

AGREEMENT FOR VEHICLE HIRE

(On Non –Judicial Stamp Paper of `100/-)

This agreement is made on this _____ day of 2017 between M/s _____ (herein after called the Contractor whose term includes its successors and assignees) whose registered office is at _____

and is registered under _____ and acting through its authorized official Sh.

_____, and National Institute for Empowerment of Persons with Multiple Disabilities, Chennai (Herein after called NIEPMD, Chennai whose term includes its successors and assignees) whose registered office is situated at East Coast Road, Muttukadu, Kovalam (Post), Chennai - 603112 The Contractor will provide Commercial vehicles on daily hire basis for to NIEPMD, Chennai for official use on the terms and conditions herein contained, and rates as mentioned in price bid of tender. The "Contractor" has deposited Rs. _____ (Rupees _____) as interest free Performance Security.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Contractor shall during the period of this contract that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than January 2017 year model, on the rates accepted as described in financial Bid to this agreement. It is agreed by the Contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of service by NIEPMD, Chennai.
2. The Contractor shall comply with all the terms and conditions of TENDER documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorities of NIEPMD Chennai shall place an order for their requirement and will receive acknowledgement from the Contractor for supply of vehicles. It is anticipated that the Contractor will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.

4. The Contractor agrees with NIEPMD Chennai and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Contractor will provide vehicles to NIEPMD Chennai not older than year January 2017 model, and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the contractor.
6. The Contractor should provide the particular model or make of vehicle as agreed upon in the contract. NIEPMD Chennai only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the NIEPMD Chennai is not happy with the condition of the vehicle provided, the Contractor's nearest office will be informed immediately and they should accept and liability to replace it as per requirement. If for any reason the Contractor is not in a position to provide a substitute vehicle as demanded by NIEPMD Chennai then the NIEPMD Chennai will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Contractor.
7. Contractor will submit bills to the Stores & Purchase Section of NIEPMD Chennai on monthly basis for release of payment NIEPMD Chennai.
8. The driver of the vehicle shall be provided with the duty slips by the Contractor where date, time Kms reading and places visited are to be filled in and signed by the users/ NIEPMD officials. On the basis of these duty slips, the bills shall be raised to NIEPMD Chennai by the contractor.
9. If the Contractor fails to provide the vehicle to NIEPMD Chennai and if the service is not found satisfactory enough, the NIEPMD Chennai shall have the right to terminate the contract in whole or part.
10. In the event of any mechanical failure/ break down of vehicle after its reporting duty, the contractor shall arrange for replacement by another Commercial Vehicle. Not-compliance may attract penalty.
11. In the event of failure on the part of contractor to supply vehicles action as per the term of contract will be taken. .
12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the contractor. NIEPMD Chennai shall have no liability whatsoever.

13. The Tender Document No. NIT No. NIEPMD/Pur 4 (09)/2017-18 dated 25th May 2017, which is annexed to this agreement, shall form part and parcel of this Agreement and integral part of this agreement.
14. That contractor is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by contractor. NIEPMD Chennai will not be liable for any loss, damages, etc. suffered/ to be suffered by contractor or third party as the case may be.
15. If for any reason the NIEPMD Chennai is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Contractor in writing. The Contractor without raising any dispute on such assessment by NIEPMD Chennai regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
16. The Contractor shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Contractor accordingly indemnifies NIEPMD Chennai against all such liability.
17. The Contractor shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet. The Contractor will also ensure that they will not supply the vehicles to NIEPMD Chennai which are either owned by employees of NIEPMD Chennai or their near relatives.
18. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Director, NIEPMD Chennai. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of Director, NIEPMD Chennai or by whatever designation such officers, may be called (hereinafter referred to as the said officer) and if the Director, NIEPMD Chennai or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the Director, NIEPMD Chennai or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

19. If the Contractor institutes any legal proceedings against NIEPMD Chennai to enforce any of its rights under this agreement it shall be in the legal jurisdiction of Chennai where the vehicle has been hired and not the place where the Contractor has his registered office.

Signed _____

Signed _____

For and on behalf of NIEPMD, Chennai

For and on behalf of the Contractor

Name (caps) _____

Name (caps) _____

Position _____

Position _____

Date _____

Date _____

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.
