

Notice Inviting E-Tender

For providing vehicle services to

National Institute of Design, Andhra Pradesh

Tender Enquiry No. NIDAP/Admin/NIT/2021/003

Dated: 24/12/2021

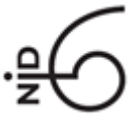
National Institute of Design, Andhra Pradesh

**(An autonomous Institute under the DPIIT) Ministry of Commerce & Industry,
Government of India -**

**EEE & ECE Building, Ground Floor, ANU Campus, Guntur, Andhra Pradesh - 522510,
Website www.nid.ac.in**

Index Page

Sl. No	Description of Contents	Page No.	
		From	To
1	Instructions to Bidders (ITB)	3	4
2	Scope of work	4	4
4	Criteria for Evaluation of Bids	4	5
5	Penalty	5	5
6	Billing	6	6
7	Risk Clause	6	6
8	Special conditions of <u>contract</u> (SCC)	6	8
9	Annexure I - Undertaking by Bidder	9	9
10	Annexure II – Undertaking for Blacklisting	10	10
11	Annexure III – Technical Bid	11	12
12	Annexure IV – Details of Experience	13	13
13	Annexure V- Mandate Bank Details	14	14
14	Annexure –VI-Tender Acceptance Letter	15	15
15	Annexure-VII- Details for requirement of Vehicles	16	16
16	Annexure-VIII- Guidelines and General Terms & Conditions	17	24



NOTICE INVITING E-TENDER FOR HIRING OF VEHICLES THROUGH TWO-BID SYSTEM ON MONTHLY RATE CONTRACT AND DAILY CALL BASIS

Brief About NID AP

NATIONAL INSTITUTE OF DESIGN ANDHRA PRADESH is established in 2015 as an autonomous Institute under the DPIIT, Ministry of Commerce and Industry, Government of India. Presently NID AP is operating from the Transit Campus located at EEE Building, Acharya Nagarjuna University(ANU), Nagarjuna Nagar, Guntur - 522510, Guntur - Vijayawada Highway, Andhra Pradesh and is expected to migrate to its own campus at Amaravathi in **Sakhamuru – Village, Thulluru Mandal, Guntur Dist. Andhra Pradesh - 522237, (Besides VIT - AP) shortly.**

Part I-Instruction to Bidders

1. Online Bids are invited from Reputed/Well-established/Registered and experienced Passenger Transport Service providers for monthly Rate Contract and daily call basis for Hiring of Vehicle at, National Institute of Design, Andhra Pradesh EEE & ECE Building, Ground Floor, ANU Campus, Guntur, Andhra Pradesh – 522510 for the time being and thereafter at Amaravathi campus Please submit your rates in the attached BoQ only, if you are in a position to render the requisite services in accordance with the requirements stated in the tender. Manual bids shall not be entertained at any circumstances.

2. Important key Dates of Tender:

1. Tender Reference No.	F. No.NIDAP/Admin/104/2021. Date : December 07, 2021
2. Date / Time of release of Tender through e-Procurement Portal	December 25, 2021 at 09:00 hrs.
3. Online Pre-bid meeting	December 27, 2021 at 15:00 hrs.
4. Bid Submission Start Date / Time through e-Procurement Portal	December 27, 2021 at 17:00 hrs
5. Bid Submission End Date / Time through e-Procurement Portal	January 10, 2021 up to 14:00 hrs.
6. Opening of Tender (Technical Bid) Date / Time	January 11, 2021 at 15:30 hrs.
7. Opening of Tender (Financial Bid) Date / Time	Date & Time will be informed through www.eprocure.gov.in
8. The Tender document is also available at our web-site	www.nid.ac.in

3. Detailed technical Specifications, Terms and Conditions, Scope of Work, various format and Proforma for submitting the proposal are described in this tender document and its Annexure I to VII for any query, please send email to procurement@nid.ac.in or Contact Phone No. 0863 – 2377204.

Part I-Scope of work

The prospective service providers fulfilling the technical criteria are required to provide following type of passenger vehicles having commercial registration under the concerned RTO and as per the rates quoted in the BoQ for our institute purpose on monthly rate contract basis and daily call basis separately initially for a period of two years extendable by another one year based on satisfactory performance report.

- | | |
|---------------------------|---------|
| a. Sedan AC Car | - 1 No |
| b. Premier – SUV | - 1 No |
| c. 24 Seater Non Ac Buses | - 2 Nos |

Part –II Criteria for Evaluation of Bids

1. Only those Service Providers already engaged in providing passenger transport services to Central Government/ State Government/Semi-Government/ Public Sector Undertaking organizations/establishments or Autonomous Institutions/ Higher Educational Institutes of repute and of national importance and having valid registration/license/contract carriage permit and sufficient service experience are eligible to participate and the same shall be pre-requisite to be treated as eligible.
2. Online bids (complete in all respect) received along with scanned copy of EMD, till the last date and time of tender, will be opened as per stipulated time and date indicated in Notice Inviting Tender of the tender document in presence of Bidder/ authorized representative of Bidder, if available at National Institute of Design, Andhra Pradesh.
3. The evaluation of bids will be done by a Tender opening and Evaluation Committee (TOEC) first on the basis of technical information furnished in form as per Annexure I to VI which is a preliminary round.
4. The criteria prescribed in respect of specifications of vehicles, years of operation in the business, experience of similar class of work completed etc will first be scrutinized and the Bidder's eligibility for the work will be determined. Only those fulfilling the technical criteria mentioned in the NIT and Annexure-III will be eligible for further stage.
5. As a part of the process to evaluate the technical bids, Tender Evaluation Committee may also ask the Bidders to make a presentation/ demonstration before it and/or may seek clarifications.

Financial Bid:

6. After evaluating the technical bids and on acceptance only, financial bids will be Opened.
- (i) L1 bidder would be decided separately after opening of financial bids. NID AP will award work to the Bidder whose bid has been found to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be competent to perform the contract satisfactorily. NID AP shall however not bind itself to accept the lowest or any tender bid, wholly or in part.
 - (ii) At the time of opening of Financial Bids, the price of each Bidder shall be read out on the spot. However, it shall be noted that the final Financial Bid prices would be arrived at after detailed scrutiny/ correction of arithmetical errors in the Financial Bid, if any.
 - (iii) It must be kept in view that no decision will be given by the Tender Evaluation Committee. Any inferences drawn during the meeting of this Committee by the Bidders or their representatives will be their own view and the Institute will not abide by the same.
 - (iv) The bidder should complete the online bid form (BoQ) in e-procurement portal. The bidder is required to quote the vehicle hire charges per month per Vehicle as well as per day charges on call basis separately.

PART -III -PENALTY

If the Service Provider fails to deliver the Services within the period(s) specified in the Contract, the Institute shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% of the contract value per week and the maximum deduction is 10% of the contract value on account of non-performance or defective performance each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Institute may consider termination of the Contract. Further, the Institute reserves the right to impose financial penalty to be deducted from the monthly bill for habitual shortcomings in desired services and for violation of any other condition which may lead to non-performance of contractual obligations. The quantum of penalty in addition to any other penalty shall be as follows:

i)	Driver not in uniform	Rs.100.00 Per Day per incident
ii)	Unwashed seat cover	Rs.100.00 Per Day per incident
iii)	Inadequate fuel	Rs.200.00 Per Day per incident
iv)	Failure to provide alternate vehicle in case vehicle goes under repair	Rs.200.00 Per Hour of delay upto 3 hours and for beyond 3 hours Rs.500.00 per hours & nonpayment for the entire period on day basis.

PART IV- BILLING

1. No advance payment shall be made to the Service provider. Payment will be made on monthly basis by mode of RTGS to the supplier/Service provider after satisfactory completion of work to the satisfaction of the Institute and receipt of pre- receipt bills in duplicate along with duty slip signed by the indenting officer. GST amount to be shown separately in the bill as well as on the GST challan to be filed with the department. As per the income tax laws, TDS will be deducted from the monthly bill
2. The Service Provider has to prepare the monthly bill and submit his bills to NID Andhra Pradesh along with all supporting Documents within 7 day after the closing of the month. Monthly payments will be released within 10 working days from the date of receipt of the invoice/bill.

PART V- RISK CLAUSE

NID AP reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim. In case of outbreak of pandemic like corona services shall be withheld until normality resumes

Part VI- SPECIAL CONDITIONS

1. This contract will be valid for a period of one year initially and can be extended for further period of not more than one year subject to the satisfactory services and on the same terms and conditions on mutual agreements. The number and types of vehicle required on daily or monthly basis will be intimated as per the requirement and it may decrease or increase during the contract period.
2. **The vehicles should be in very good running condition and model of the vehicle should not be prior to 2019.**
3. *Toll tax, parking charges, entry fee (if any), etc. will be paid initially by the Service provider which will be reimbursed by the institute only on submission of original receipt along with the bill duly verified by the concerned official within one month.*
4. Service provider shall have to provide extra vehicles to NID AP even with a short notice also (minimum 1 hr.) in good condition in case of requirement.
5. The rates should be quoted inclusive of wages of driver, fuel charges etc.
6. Good & Service Tax registration number and percentage of GST should be mentioned clearly in the bill. GST number of this office (37AAEAN3655P1ZY) should also be mentioned on the bill to be preferred to this office and while submitting challan, our GST number must be mentioned on the GST challan. No extra amount will be paid by this Institute. The Service provider will be sole responsible for timely submission of GST charged in the bill amount to concerned authorities.
7. **Up to a distance of 200 KM from the Institute/headquarter will be treated as local journey.**

8. The starting and closing reading of vehicle will be counted from institute only.
9. Vehicles should be made available by the selected service provider on monthly hire basis or on daily call basis as and when required by the institute.
10. The vehicles being provided should have proper RTO approval for operation as Taxi/public hiring/contract carriage permit. During the call duty of any vehicle with the institute, if the vehicle is seized or detained by police, motor vehicle authority or any other authorities for not having complied with Motor Vehicles Law / Acts etc. or on account of any accident, that will be at Service provider's risk & cost. No compensation shall be payable to the Service provider for any such damage during the execution of work. He shall make good all such damages at his own cost and no claim on this account will be entertained by the institute. Penalty etc. imposed by traffic police/ Dept. will not be paid by NID AP.
11. The service and the vehicles provided on hire must be registered with motor vehicle authority of state Govt. of AP. The vehicle provided on hire to the Institute must be commercially registered in RTO office. The vehicle should possess all requisite documents(s) like Registration Certificate, Fitness valid Insurance, Pollution Control Certificate, GST Registration Certificate of the Service provider.
12. The driver should observe all the etiquette and protocol while performing the duty. He must be in neat uniform with name badge to be provided by the service provider.
13. Driver should have a valid driving license issued by any DTO/RTO office with all India validity. He must have at least three-year experience of driving such type of vehicle, familiar with path and ways of Andhra Pradesh & nearby areas, villages or city. The driver should also be provided with a Mobile Phone with valid SIM card by the Service provider and all expenses towards the same shall be borne by the service provider.
14. The Service provider shall bear all costs on account of fuel, oil, spares, comprehensive insurance, repair and maintenance etc. of the vehicle. The salary/wages and other costs of drivers (liveries, EPF, ESI, other liabilities as per labour/vehicle Act) shall also be borne by the Service provider only. This whole responsibility will lie with the concerned Service provider.
15. The persons/drivers so provided/detailed by the agency/Service provider for this work under this rate contract will not be considered/treated as employee of the Institute/Council and there will be no employer-employee relationship between the Institute and the person so engaged by the Service provider for the service/contract work of this tender.
16. *In case of any breakdown of vehicle on duty, the Service provider shall make arrangement for providing another vehicle immediately. In such a case, mileage from garage to the point of breakdown would not be paid.*
17. Vehicle shall be made available on all days including Saturdays, Sundays, Holidays & late night also as and when required. The seats and vehicle must be properly cleaned and hygienic Towels shall be placed every day a fresh. The Service provider has to provide car perfume, Surface Disinfectants, Tissues and vehicle fire extinguisher at his own cost.
18. The Institute shall not be responsible for any damage done to the vehicle during the period of hiring.
19. The Service Provider shall verify character, antecedents of service personnel/employees before deployment in NID AP campus.
20. The staff engaged by the Service Provider will be solely under his control and

discipline and in case of termination of the contract, the Institute will not be liable for loss or damage if any, caused to Service Provider or his employees. The Institute will not also be liable in case of services of any of the employee dispensed with by you. The staff engaged with you will be paid govt. approved wages along with EPF, ESI and other statutory dues.

21. The contract can be terminated by giving 3 (Three) months' notice by the Service Provider or 1 (One) months' notice by the Institute.
22. The Services shall commence within SEVEN (07) days of the receipt of the letter awarding the contract or as mentioned in the letter of award.
23. In case of any accident to the personnel employed by the agency, the agency alone is liable to pay employee's compensation and any other statutory dues or payments within 24 Hours and NID AP is not liable for any payment of such kind.
24. All statutory obligations under various laws from time to time will have to be complied by Service provider for which no extra payment shall be made at any time during the contractual period. NID AP in no case is liable or responsible for payment of wages or depositions of statutory dues like EPF/ESI/Bonus etc. or any other obligations of the Service Provider and the Service Provider comply with all other provisions with regard to persons employed by him and the Institute shall not be liable for any lapses in this regard.
25. Any attempt to influence by any means for acceptance of a particular tender will render the tenderer liable for exclusion from consideration. If any relative of the tenderer is an employee of the NID Andhra Pradesh, the name, designation and relationship of such employee shall be intimated to the Director, NID Andhra Pradesh in writing while submitting the tender.
26. NID AP reserves the right to ask the Service provider for taking immediate steps to remove any person deployed by the Service provider without assigning any reason or notice.
27. Above terms & conditions are in addition to the Standard Guidelines and General Terms and Conditions issued in this regard. NID AP reserve the right to include any other conditions in the letter of award to protect the interest of the institute.

**I accept the above
Terms & Conditions**

**(Full Signature of the
Service Provider)**

ANNEXURE I

(To be given on Service providers Letter Head)

UNDERTAKING BY THE VEHICLE SERVICE PROVIDER-BIDDER

We have carefully gone through the various terms and conditions listed above for provision of Contract for Mess Services at NID AP. We agree to all these conditions and offer to provide Mess Services at NID AP. We are making this offer without any kind of pressure or influence from any source whatsoever. We have acquainted ourselves with the tasks required to be carried out and associated risks, before making this offer. We hereby sign this undertaking in token of our acceptance of all the given instructions, terms and conditions listed above.

Name & Signature Service
Provider/Bidder

Address: _____

Seal of Agency _____

Phone No. (O). _____

(R). _____

(M). _____

Place :- _____

Date:- _____

ANNEXURE II

(To be given on Service providers Letter Head)

UNDERTAKING AGAINST BLACKLISTING

It is certified that my Service provider/ Agency/ Company has never been **blacklisted** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or state Government and no criminal case is pending against the said Service provider/ Agency/ Company as on _____.

Signature of the Bidder _____ Name of the Signatory _____

Name of the Service provider/ Agency _____ Seal of the
Service provider/ Agency _____

Place: _____ Date: _____

ANNEXURE - III

(To be given on Service providers Letter Head)

TECHNICAL BID FOR PROVIDING VEHICLES ON MONTHLY RATE CONTRACT BASIS

1. Name of the Bidder's Service provider:

2. Office Address:-

Telephone No. :- Fax No. :-

E-mail :-

3. Name & Designation of _____ **:**
Authorized representative (s) With Ph. No.

Online Bid Submission Details

The Online bids (complete in all respect) must be uploaded online at CPP Portal :-

PART – 1			
Sl. No.	Documents	Label Content	File types
1	Technical Bid	Scanned Copy of the Registration certificate of the Service provider under the service category from Government of Andhra Pradesh	.PDF
2		Bid declaration form in Annexure-I	.PDF
3		Scanned copy of three no. of orders of providing similar service/ experience in the field of providing passenger vehicle services to Central Government/ State Government/Semi-Government/ Public Sector Undertaking organizations/ establishments or Autonomous Institutions/Higher Educational Institutes of repute and of national importance. Provide the details in tabular form as per Annexure -IV.	.PDF
4		Scanned copy of Income Tax Return (ITR) for the last three assessment years i.e. for Assessment Year 2018-19, 2019-20 & 2020-21.	.PDF
5		Scanned copy of certified balance sheet/certificate from chartered Accountant of the Service provider for last three assessment years i.e. for Assessment Year 2018-19, 2019-20 & 2020-21 with annual turnover of Rs.5.00 lakhs or more.	.PDF
6		Scanned Copy of duly certified copies of the satisfactory services (minimum one order) from at least three organizations/institutions where the tenderer has provided such services in the last three Years	.PDF
7		Scanned copy of PAN CARD.	.PDF
8		Scanned copy of GST registration certificate.	.PDF
9		Scanned Copy of Annexure – II and Tender Acceptance Letter Annexure-VI (on Service provider's letterhead.	.PDF
10		Scanned copy of the Affidavit to the effect that the Service provider has not been blacklisted by any Govt. Office/Institute/ICAR for any reason. The Affidavit so	.PDF

		provided should not be more than 6 months old otherwise the tender will be rejected.	
11		Service Provider's declaration for providing vehicles registered with motor vehicle authority of state Govt. of AP.	.PDF
PART -2			
12	Financial Bid	Price bid (BOQ) in the format of Annexure- VII in CPP portal in .XLS format must be filled in.	.XLS

ANNEXURE – IV
(To be given on Service providers Letter Head)

Details of the experience/work done in this field during the last three years

Sl. No.	Name of the Dept. / Organization & Name of contact Person with Ph. No.	Period		Contract Value / No. of Vehicle provided.	Value of the contract	Remarks
		From	To			

The purposes of seeking work experience in the last three years is to ascertain the credibility of the Service provider. If it is noticed that in any of organization as mentioned in the list, the work done was not satisfactory or the Service provider has not complied the statutory liabilities or any unsatisfactory report, such tenders will be rejected on technical evaluation itself and will not be considered for financial evaluation. If any bidder has not mentioned such work experience or misguide the authority and any shortfall on this part is noticed, such tenders will also be rejected on technical evaluation level.

Place:
Signatory)

(Name of the Authorized

Date:
Seal

Signature with

ANNEXURE- V

(To be given on Service providers Letter Head)

MANDATE FORM FOR BANKING DETAILS

A. Details of Accounts Holders:-

Name of Account Holder	
Complete Contact Address	
Mobile Number	
E-mail	
GSTIN Number	
PAN Number	
Aadhar Number	

B. Bank Account Details:

Bank Name	
Branch Name with complete Address, Telephone No. & E-Mail	
Whether the branch is computerized?	
Whether the Branch is RTGS enabled? If Yes then what is the branch 's IFSC Code	
Is the branch also NEFT enabled?	
Type of Bank Account (SB/Current/Cash Credit)	
Complete Bank Account No (Laser)	
MICR Code of Bank	

Place:

(Name of the Authorized Signatory)

Date:

Signature with Seal

ANNEXURE – VI
TENDER ACCEPTANCE LETTER
(To be given on Company letter head)

To,
The Director
National Institute of Design Andhra Pradesh,
EEE & ECE Building, ANU Campus
Nagarjuna Nagar, Guntur, Andhra Pradesh – 522510.

Sub: Acceptance of terms and Conditions of tender

Tender Reference No:

Name of the tender/work:-

Dear Dir,

1. I/we have downloaded the tender documents for the above mentioned Tender/work from the website (s) namely:
-
-

as per your advertisement,, given in the above mentioned website(s).

2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/we shall abide hereby the terms/ conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document (s)/corrigendum(s) in its totality /entirety.
5. I/we do hereby declare that our Service provider has not been blacklisted/ debarred by any Govt. Department/ Public Sector Undertaking.
6. I/we certify that all information furnished by us is true and correct and in the event the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with
Official Seal)

ANNEXURE-VII

DETAILS OF REQUIREMENT OF VEHICLE ON HIRING BASIS

Sl. No.	Item	Qty.	File No. for reference
1	Monthly Rate Contract and daily call basis Hiring of Vehicle at National Institute of Design Andhra Pradesh, EEE & ECE Building, ANU Campus, Nagarjuna Nagar, Guntur, Andhra Pradesh – 522510	As per the requirement of the office in BOQ	NIDAP/Admin/NIT/2021/003 Dated: 24/12/2021

ANNEXURE – VIII

**GUIDELINES FOR TENDER SUBMISSION IN CENTRAL PUBLIC PROCUREMENT PORTAL
(E-PROCUREMENT MODE)**

A.	Submission of Tender	<p>As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal URL: https:// etenders.gov.in/eprocure/app.</p> <p>The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: https://etenders.gov.in/eprocure/app.</p> <p>All tender documents including Technical Bid & Financial Bid should be submitted separately in online CPP portal as per the specified format only. Right is reserved to ignore any tender which fails to comply with the above instructions. No manual bid submission will be entertained.</p>
B.	Instructions for online bid submission	<p>The tenders will be received online through portal https://etenders.gov.in/eprocure/app. In the Technical Bids, the bidders are required to upload all the documents in single pdf file.</p> <ul style="list-style-type: none"> • Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://etenders.gov.in/eprocure/app • Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://etenders.gov.in/eprocure/app under the “Information about DSC”.
C	Submission of bids	<ul style="list-style-type: none"> • Bidder should log into the site well in advance for bid submission so that he/she can upload the bid in time i.e. on or before the bid submission date and time. Bidder will be responsible for any delay due to other issues. • The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. • All bids should be in the prescribed format only. • The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

Terms and Conditions of the Tender

1.	Earnest Money & Deposit Performance Guarantee	<p>The EMD in the form of account payee DD for Rs. 2(TWO) Lakh in favor of the National Institute of Design, Andhra Pradesh must be submitted through ECS/ RTGS/NEFT mode only to the following bank account. Tenders received without prescribed Earnest Money Deposit shall not be considered.</p> <p>Bank details for submission of EMD through RTGS/NEFT NID AP Bank account no. : 00000038790413981 IFSC Code : SBIN0004793 Bank address : Acharya Nagarjuna University, Guntur</p> <p>The EMD shall remain valid for a period of forty-five days beyond the final bid validity period. The EMD of the unsuccessful bidders shall be returned within 30 days of the end of the bid validity period. The same shall be forfeited, if the tenderers withdraw their offer after the opening during the bid validity period. The Institute shall not be liable for payment of any interest on EMD. EMD is exempted for Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization as on the date of submission of bids but shall furnish bid security along with their bids. In case the service provider does not take up the service or reject the order EMD will be forfeited.</p> <p>The successful bidder shall submit a Performance Guarantee of 7% of the awarded contract value by way of FDR obtained from any commercial bank, which would be released on or after 3 months expiry/termination of the contract after adjustment of dues, if any. The Performance Guarantee should be valid for three months beyond the duration of the contract. The Institute reserves the right to forfeit the full or partial Performance Bank Guarantee deposited by the Service Provider if he fails either to perform the contract or to give 3 months' notice for termination of the contract or for the breach of any terms & conditions.</p>
2.	<p><u>Preparation of Tender:</u></p> <p>Intending security service providers are advised to inspect and examine the site and satisfy themselves before submitting their tenders. The tenderer shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.</p> <p>The tenderer has to submit the tender document duly signed on all pages by an authorized person and his / her full name and status be indicated below the signature along with official stamp of the Service provider. Submission of wrong / forged information / document will be liable to legal action, and rejection of tender submitted by the Service provider.</p>	

	<p>The tenders of the contracting agency/Service provider/company not in possession of valid statutory license / registrations are liable for rejections.</p> <p>If any relative of the tenderer is an employee of the NID AP, the name, designation and relationship of such employee shall be intimated to the Director, NID AP in writing while submitting the tender.</p> <p>No tenderer will be allowed to withdraw / alter / modify after submission of tenders within the bid validity period.</p>
3	<p>Technical Bid submission:</p> <p>The Technical bid should be complete in all respects and should contain all the information asked for. The technical bid should not contain any financial related rates/bid. The Technical bid should be complete to indicate that products and services asked for are quoted.</p> <p>The Financial Bid must give all relevant price information and should not contradict the Technical bid in any manner.</p> <p>At any time prior to the deadline for submission of bids, NID AP, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & publish the same on website.</p> <p>Any amendments/corrigendum/modifications will be notified on www.nid.ac.in and www.eprocure.gov.in websites only. Bidders are advised to regularly browse these websites till last date of submission of tender. These amendments/corrigendum/modifications will be binding on them.</p> <p>The Tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the Tender are not fully filled in or not duly signed/authenticated. Specific attention is drawn to the delivery dates and terms and conditions enclosed herewith. Each page of the bids required to be signed and bears the official seal of the Bidders.</p> <p>If the application is made by a Service provider in partnership, it shall be signed (with seal) by all the partners of the Service provider above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the Service provider in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the Service provider shall also accompany the application.</p> <p>If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum of Articles of association duly attested by a Notary Public.</p>
4.	<p>Period for which the offer will remain valid:</p> <p>The offer shall remain open for acceptance/validity till 90 days from the date of opening of the tender.</p>
5.	<p>Prices:</p> <p>The prices quoted must be Nett considering all scope of work, terms & conditions mentioned in Annexure. The prices quoted by the Bidders should be inclusive of GST and other statutory levies.</p>

	<p>All conditional tenders will be summarily rejected.</p> <p>The bidder should not quote predatory pricing/abnormally low bids which may be summarily rejected as per Department of Expenditure OM No. F.12/17/2019 dated 06/02/2020.</p> <p>The Institute shall not pay any amount on account of accessories required for the services. Hence, Bidder are instructed to bid a appropriate % of service charges to accommodate all these expenditures.</p> <p>The service provider will not charge any placement charges or any other charges, whatsoever, including charges for uniform from the manpower deployed in NID AP from the payment to be made to the outsourced staff as per quoted rates. The contract shall be liable to be terminated, with forfeiture of security deposit and the bidder will be blacklisted if, at any stage, reports are received that the bidder has charged the manpower on any account.</p> <p>The successful bidder shall pay the GST amount to the exchequer by quoting the institute GST number for claiming GST input credit of GST by the institute.</p> <p>The Successful bidder shall be responsible for payment of applicable Minimum Wages on monthly basis through online remittance/RTGS/Cheque by 3rd of the following month. The Service provider shall also deposit the PF, ESI at the prescribed dates to the respective authority and disburse the applicable Bonus to the personnel deployed by him at NID AP. The Service provider shall claim the same along with applicable taxes and service charge to the NID AP through Bill by 7th of the month.</p>
6.	No Advance Payment will be made for the service. The Payment will be made only after satisfactory completion of work and as per terms and conditions of the contract.
7.	Terms and Conditions: Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for non-compliance will likely to lead to rejection of offers.
8.	Right of Acceptance: The Institute reserves the right to reject the whole or any part of the Tender without assigning any reason or to accept them in part or full.
9.	Communication of Acceptance: Letter of Intimation and acceptance will be communicated by post /email to the successful bidder to the address indicated in the bid.
10.	Duration of the contract: Initially, the contract will be awarded for one year. The period may be further extended annually up to a maximum of another two years on annual basis depending on the satisfactory performance. An Agreement has to be signed by successful bidder in the prescribed form with in 10 (Ten) days of the receipt of letter awarding the contract.
11.	All information including selection and rejection of technical or financial bids of the prospective bidders will be communicated through CPP portal. In terms of Rule 173(iv) of General Financial Rule 2017, the bidder shall be at liberty to question the bidding conditions, bidding process and/or rejection of bids.
12.	Conditions of contract: Bidder should quote on the basis of the conditions referred to in the invitation to tender and tender papers
13.	Bidder shall submit along with this Tender: Name and full address of the Banker and their swift code and PAN No. and GSTIN number.
14.	Jurisdiction: All questions, disputes, or differences arising under, out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction of Guntur, Andhra Pradesh.
15.	Dispute Settlement: • It is mutually agreed that all differences and disputes arising out of or in connection

	<p>with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, NID AP whose decision shall be final and binding on both the parties.</p> <ul style="list-style-type: none"> • It is also agreed that in case of any disagreements / disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction at Guntur. The resultant contract will be interpreted under Indian Laws.
16.	<p>Breach of Terms and Conditions:</p> <p>The Institute may, without prejudice to any other remedy for breach of contract by written notice of default sent to the bidder, terminate the contract in whole or part:</p> <ol style="list-style-type: none"> a) If the bidder fails to provide any or all of the services within the period(s) specified in the contract. b) If the bidder fails to perform any other obligation(s) under the contract. c) If the bidder has engaged corrupt or fraudulent or unethical practices in competing for or in executing the contract.
17.	<p>Right of NID AP</p> <ul style="list-style-type: none"> • The Director, NID AP reserves right to withdraw / relax any of the terms and conditions mentioned above during and expiry of the bid process but before the issuance of work order. • The Director, NID AP reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and his / her decision shall be final and binding on the Tenderer. • The Director, NID AP reserves the right to terminate the contract at any time without assigning any reasons by giving a one month notice to the contracting agency/Service provider/company. • The Director, NID AP reserves the right to suitably increase / reduce the scope of work put to this tender. In case of any ambiguity in the interpretation of any of the clauses in Tender document or the contract document, interpretation of the clauses by the NID AP shall be final and binding on all parties. • The Director, NID AP reserves the right to award the contract, either to one or more than one Service provider / agency. • At any time, prior to the last date of submission of Bids, NID AP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments. In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the NID AP may, at its discretion, shall extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the web site as and when it is made. Bidders who download the Bid document through internet are to take care of these amendments while submitting their bids.
18.	<p>Penalty & Liquidated Damages / Force Majeure:</p> <p>If the selected Bidder fails to complete the due performance of the contract in accordance with the terms and conditions, Institute reserves the right either to cancel the contract or to forfeit the performance guarantee or impose Penalty on Selected Bidder.</p> <p>Both Penalty and Liquidated Damages are independent of each other and are applied separately and concurrently. Penalty and Liquidated Damages (LD) are not applicable for reasons attributable to the Institute and Force Majeure.</p> <p>However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Institute and Force Majeure. The selected Bidder shall submit the</p>

	proof authenticated by the Bidder and Institute's official that the delay is attributed to the Institute and/or Force Majeure along with the bills requesting for payment
19.	The tenderer shall certify that the tender document submitted by him / her are of the same replica of the tender document as published by NID AP and no corrections, additions and alterations made to the same. If any deviation found in the same at any stage and date, the bid / contract will be rejected / terminated and actions will be initiated as per the terms and conditions of the contract.
20.	The bidder shall study the scope of work and Technical Bid in detail as given in Section II before submitting the bid.
21.	Public Procurement – Preference to Make in India: This tender will be evaluated based on Public Procurement (Preference to Make in India) DPIIT, MoCI Order No. 45021/2/2017-PP (BE II) dated 16th September 2020 and other subsequent orders issued therein. Accordingly, preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself. Necessary self-certification about the classification of the supplier/bidder as per the above order should be submitted by the bidder.
22.	PRE-QUALIFICATION: 1. As per DPIIT OM No. F. No. 6/18/2019-PPD dated 23rd July 2020, the Service provider should submit Certificate as per MoCI Order No. P-45021/112/2020-PP (BE II) (E-43780) dated 24th August 2020 for “Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority” as per format given. 2. The Service provider should submit EMD along with the bid.
23.	General Instructions to Bidder: a. The successful bidder should hold valid license under Contract Labour (Regulation & Abolition) Act, 1970, registered with EPF, ESIC authorities, having GST registration. b. The successful bidder shall at their own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to NID AP and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; staff State Insurance Act; Workman`s Compensation Act, 1923; Payment of Wages Act, 1936; The staff Provident Fund (and Miscellaneous Provisions) Act 1952; The Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employer`s Liability Act, 1938; Employment of Children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the NID AP indemnified from all acts of omission, fault, breaches and/or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Service provider`s failure to fulfil any of the obligations here under and/or under the said Acts, rules/regulations and or any bye-laws or rules framed under or any of these, the NID AP shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Service provider`s monthly payments. c. Maintain registers and records as per all applicable Labour Laws. Observance of working hours, weekly rest and overtime payment as per minimum wages Act-1948. Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities d. The successful bidder shall furnish necessary certificate about police verification of character and antecedents of the manpower to be engaged for security duty. He/ She will also provide a complete list of the manpower to be deployed in this office indicating their names, father's name, local address, permanent home address, mobile number, Bank Account Number, ESI

	<p>Number, EPF Number etc to NID AP. Any changes in the list will be immediately informed subsequently with all the above details. He/She shall issue photo-identity cards to the manpower deployed in the Campus for performing duty, which will be signed by him/ her and displayed by the personnel while they are in the premises of NID AP.</p> <p>e. The successful bidder shall maintain register for marking the attendance by Guards deployed by him/ her, and other labour records as per Contract Labor (Regulation and Abolition) Central Rules, 1971 which can be seen/ verified by an authorized officer of NID AP periodically.</p>
24.	<p><u>Termination Clause</u></p> <p>(i) The contract may be terminated in any of the following contingencies:-</p> <p>a. On the expiry of the contract period, without any notice ; OR</p> <p>b. On giving one month notice at any time during the tenure of contract, in case the goods or services rendered by the are not found satisfactory and in conformity with the general terms and conditions of the contract and the standards prescribed by the Institute; OR</p> <p>c. Failure to perform the given Scope of Work or on violation of any of the stipulated terms and conditions, without any notice OR</p> <p>d. On the successful bidder being declared insolvent by the competent court of law, without any notice.</p> <p>e. Either party can terminate the agreement by giving 1 (one) month notice in advance. If the successful bidder fails to give 1 (one) month notice in writing for termination of the contract, then Performance Bank Guarantee (PBG) will be forfeited.</p> <p>(ii) That on the expiry of the contract, unless extended formally, the successful bidder will withdraw all its personnel and clear their accounts by paying them all their legal dues.</p>
25.	<p><u>Number of Bids and their Submission:</u></p> <p>The bidders should submit the bids in two bid system as detailed below:</p> <p><u>Bid I - Technical Bid</u></p> <p>The technical bid should consist of Pre-Qualification, scope of work and additional Terms & Conditions of this tender (as per Annexure).</p> <p>The bidder should go through the scope of work and additional Terms & Conditions given in Annexure of the tender document, understand the requirement of the Institute and submit the technical bid covering the following details along with all relevant document proof in the proforma given in Annexure-B.</p> <p><u>Bid II Financial Bid</u></p> <p>The financial bid should be submitted as per the proforma (Annexure). The Quoted price should be inclusive of all cost and statutory levies.</p> <p>1) The Financial Bid should be uploaded separately in the prescribed format of BOQ available on online procurement portal. The Financial bid Form shall contain only Rate per each student per month as per common menu for providing for Breakfast, Lunch, Dinner and Evening Bites along with rent or service charge payable by the service provider for the utensils and kitchen</p>

	<p>equipment provided by the NID AP for the mess.</p> <p>2) After opening of technical bid the capability and suitability of the tenderers shall be evaluated and Financial Bid of the qualified tenderers shall be opened later on and the date will be informed accordingly.</p> <p>3) Power/ electricity and water charges shall be paid by the service provider as per actuals.</p> <p><i>NOTE:</i></p> <ol style="list-style-type: none"> 1. Please quote the rate on monthly basis per student. 2. Breakfast, lunch, dinner and Evening Bites will be provided in the institute mess only. 3. The price quoted shall be Service provider and final and payable for the service at NID AP campus. Rates shall be valid for the entire duration of the contract
26.	<p><u>Evaluation of Bids:</u> Bid Evaluation will take place in two stages.</p> <p><u>Stage I: Technical Bid evaluation</u> Pre-Qualification will be evaluated first and those bidders who have complied with Pre-Qualification criteria will alone be evaluated for Technical Bid offered by the bidders as in Annexure.</p> <p>The technical bid submitted as per Annexure will be evaluated and those bidders who have fully complied Technical Bid will be considered for opening of price bid.</p> <p><u>Stage II: Financial Bid Evaluation</u></p> <p>The lowest financial bid amongst those qualified in the Technical bid will be declared as successful bidder (L1) and the contract will be awarded to the successful bidder (L1) subject to other usual conditions.</p> <p>In case one or more bidders quoted lowest price, if tie, the lowest bidder will be selected on the basis of the following conditions in sequence:</p> <ol style="list-style-type: none"> a) Annual value of turnover: Bidder having a larger turnover will be given preference b) Number of years of experience. c) Value of similar works executed: Bidder having large value of similar works executed will be given preference.
27.	<p><u>Execution of Contract and Security Deposit:</u></p> <ul style="list-style-type: none"> • A formal contract shall be entered into with successful security service provider. • Declaration of Non-Black listing to be executed & attested by Public Notary / Executive Magistrate on Rs.100/- stamp paper by successful bidder as per Annexure. • The Security deposit will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by the Institute on account of failure or negligence on the part of employees of Service provider.

**I accept the above Terms
& Conditions**

**(Full Signature of the
Service Provider**

