# भारत सरकार/GOVERNMENT OF INDIA अंतरिक्ष विभाग/DEPARTMENT OF SPACE

# विक्रम साराभाई अंतरिक्ष केंद्र/VIKRAM SARABHAI SPACE CENTRE

तिरुवनंतपुरम/THIRUVANANTHAPURAM - 695 022

# विज्ञा. सं. वीएसएससी/पी/विज्ञा./348/2023 दि. 19.05.2023 ADVT. NO. VSSC/P/ADVT/348/2023 DT. 19.05.2023

भारत के राष्ट्रपति के लिए तथा उनकी ओर से वरिष्ठ प्रधान, क्रय एवं भंडार, विक्रम साराभाई अंतरिक्ष केंद्र (वीएसएससी), तिरुवनंतपुरम, निम्नलिखित के लिए मोहरबंद निविदाएं आमंत्रित करता है।

For & on behalf of the President of India, the Sr. Head Purchase & Stores, Vikram Sarabhai Space Centre (VSSC), Thiruvananthapuram invites Sealed Tender for the following:-

क्रम सं.	निविदा सं.	वर्णन / Description	मात्रा	निविदा शुल्क
S1. No	Tender No.		Qty.	Tender
				Fee
	B220-2022-5459-01	1 वर्ष की अवधि के लिए दैनिक आधार पर (स्प्लिट	1 वर्ष/year	
	[एकल भाग / SINGLE	ड्यूटी) 10 मिनी बसों और 16 बसों को भाड़े पर		
01.	PART]	रखने के लिए दर संविदा		रु. 560/-
		Rate Contract for Hiring of 10 mini buses		
		& 16 buses on daily basis (split duty)		
	नोट:- विनिर्देशन तथा विस्तृत निबंधन एवं शर्तें निविदा दस्तावेज़ के अनुसार			
	Note :- Specification and detailed terms & conditions as per Tender document			

दिनांक 25.05.2023 को (10:00 बजे) पीआरओ सम्मेलन कक्ष, वीएसएससी, तिरुवनंतपुरम में अभिरुचि की अभिव्यक्ति-पूर्व चर्चा निर्धारित है। तिथि / समय में परिवर्तन हेतु कोई अनुरोध स्वीकार नहीं किया जाएगा। पूछताछ / सहायता के लिए कृपया संपर्क करें : 0471 2563139/3523, ई-मेल : : spso\_psd@vssc.gov.in / pso2\_main\_pur@vssc.gov.in

A Pre-Eol Discussion is scheduled on 25.05.2023 [10:00 Hrs.] at PRO Conference Hall, VSSC, Trivandrum. No change in date / time will be entertained. For any queries / assistance, please Contact: 0471 2563139 / 2563523. E-mail: <a href="mailto:spso\_psd@vssc.gov.in">spso\_psd@vssc.gov.in</a> / <a href="mailto:pso2\_main\_pur@vssc.gov.in">pso2\_main\_pur@vssc.gov.in</a>

निविदा प्राप् करने की अंतिम तिथि /	
Due Date for Receipt of Tender	08/06/2023 up to 16:00 Hrs.
निविदा खोलने की तिथि / Tender Opening Date	09/06/2023 at 10:00 Hrs.

# विशेष टिप्पणी/Special Note:-

विदेशी विक्रेताओं को निविदा प्रस्तुत करने की अनुमित नहीं है। मेक इन इंडिया नीति के अनुसार केवल श्रेणी–। और श्रेणी–।। के स्थानीय आपूर्तिकार इस बोली में भाग लेने हेतु पात्र हैं। विदेशी ओईएम से सीधे प्राप्त उद्धरणों/या विदेशी ओईएमओं की ओर से उद्धरण प्रस्तुत कर रहे एजेंटों को इस निविदा में भाग लेने की अनुमित नहीं है।

Foreign vendors are not permitted to quote. Only Class-I and Class-II Local suppliers as per Make in India Policy are eligible to participate in the bid. Quotations directly from foreign OEM/ or from agents quoting on behalf of foreign OEMs are not allowed to participate in this tender.

शुद्धिपत्र, यदि कोई हो तो, हमारे वेबसाइट <u>www.vssc.gov.in</u> / <u>www.isro.gov.in</u> में मात्र प्रकाशित किया जाएगा।

Corrigendum, if any will be published in our websites: <a href="www.vssc.gov.in">www.vssc.gov.in</a> / www.isro.gov.in only.

हस्ताक्षरित/Sd/-

#### Note:-

- 1. Full details and specification of the item and general instructions to be followed regarding submission of tender is indicated in the tender document.
- 2. Tender Documents can be downloaded from our websites and also be obtained from the following address on request and submission of tender fee:
  - Sr. Purchase & Stores Officer, Main Purchase, Purchase Unit-I, RFF Area, VSSC, ISRO PO, Thiruvananthapuram 695 022, Ph : 0471-256 3139 / 3523.
  - While requesting for Tender Documents please indicate on the envelope as "Request for Tender Documents- Tender No............ dt............".
- 3. Tender Fee (Rs. 560/-) shall be paid in the form of CROSSED DEMAND DRAFT ONLY. Other mode of payment is not acceptable. The Demand Draft should be in favour of: Accounts Officer, Centre Accounts, VSSC payable at State Bank of India, Thumba, Thiruvananthapuram [The tender fee is NON-REFUNDABLE].
  - Government Departments, PSUs (both Central and State), Small Scale Industries units borne in the list of NSIC and foreign sources are exempted from submission of tender fee. Those who are coming under the above category should submit documentary evidence for the same.
- 4. While submitting your offer, the envelope shall be clearly superscribed with Tender No. and Due Date and to be sent to the following address.
  - Sr. Purchase & Stores Officer, Main Purchase, Purchase Unit-I, RFF Area, VSSC, ISRO PO, Thiruvananthapuram 695 022, Ph : 0471-256 3139 / 3523.
- Ouotations received after the Due Date/Time will not be considered.
- 6. VSSC, Thiruvananthapuram is not responsible for any postal delay/loss of documents in transit.
- 7. Sr. Head, Purchase & Stores, VSSC, Thiruvananthapuram reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.

### भारत सरकार अंतरिक्ष विभाग (अं.वि.) विक्रम साराभाई अन्तरिक्ष केन्द्र तिरुवनन्तपुरम -695022 क्रय एवं भंडार



GOVERNMENT OF INDIA
DEPARTMENT OF SPACE (DOS)
VIKRAM SARABHAI SPACE CENTRE
THIRUVANANTHAPURAM 695022
PURCHASE UNIT-I,MAIN PURCHASE,RFF AREA

Ph No. 0471-2563139,3676,3522,3523 Fax. 0471-2705092 / 2562065 e-mail :spso\_psd@vssc.gov.in

#### निविदा आमंत्रण INVITATION TO TENDER

मैसर्स M/s

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हमारी संदर्भ सं

Our Ref. No.

B220 2022-005459-01

निविदा अंतिम तिथि Tender Due at

महोदय

Dear Sirs.

कृपया निम्नलिखित मदों की आपूर्ति के लिए अनुलग्नक (फार्म सं.) में उल्लिखित निबंधन एवं शर्तों के अनुसार संलग्न निविदा प्रपत्र में वर्णनात्मक सूचीपत्र/पैम्फलेट/साहित्य सहित हमारी संदर्भ सं. एवं अंतिम तिथि (मोटे अक्षरों में) ऊपर लिखते हुए अपनी मुहरबंद निविदा प्रस्तुत करें।

Please submit your sealed quotation, in the Tender Form enclosed here along with the descriptive catalogues /pamphlets /literature, superscribed with Our Ref.No. and Due Date for the supply of the following items as per the terms & conditions mentioned in Annexure(Form No. null )

क्र.सं.	विनिर्देशों सहित मद का विवरण	इकाई	मात्रा
Sl. No.	Description of items with Specifications	Unit	Quantity
1	Rate Contract for hiring of 10 mini buses & 16 buses on daily basis(Split duty) for a period of 1 year	month	12

सुपूर्दगी स्थल

Delivery At

VSSC, TVM

प्रेषण की विधि

પ્રથળ જા ાવાઘ **Mode of Despatch** 

ON SITE

शुल्क छूट

**Duty Exemptions** 

विशेष अनुदेश

Special Instructions NIL

विशेष निबंधन

Specific Terms

निविदाकारों को अनुदेश Instructions to Tenderers

- (1) All bidders are requested to go through the scope of work, terms and conditions in annexure A carefully before submitting the offer
- (2) Further, all bidders shall mandatorily sign all pages of the terms and conditions for having read and accepted the same.
- (3) Quotation should be submitted only as per the prescribed format in Annexure II with all information duly filled and signed.
- (4) Quotations submitted in any other format will not be considered.
- (5) Fax and e-mail quotations will not be considered please send your quotations well in advance by speed post and should reach us before the due date & time Department will not be responsible for any postal delay.
- (6) If any of the bidders submit any forged or false documents along with the tender such tenders will be summarily rejected and such bidders will be blacklisted for all future tenders.
- (7) A pre-bid meeting will be held on 25/05/2023 (Thursday) 10.00 am at PRO, Opposite ATF Area, VSSC for explaining the tender terms and conditions.
- (8) All interested bidders shall mandatorily attend or depute a competent authorized representative to attend the pre-bid meeting. Only those bidders who have participated in the meeting are eligible for bidding.

#### TENDER TERMS & CONDITIONS OF RATE CONTRACT-

# 1.0 <u>DEFINITIONS</u>:

- a) The term "Vikram Sarabhai Space Centre [VSSC]", (hereinafter called the Service Receiver) is a Centre under the Indian Space Research Organization (ISRO) of the Department of Space (DOS) and includes its Units/Entities/Groups/Divisions and facilities all over Kerala State under the administrative control of VSSC and its offices located at ISRO P.O., Thumba, Thiruvananthapuram 695 022, Mechanisms & Vehicle Integration Testing (MVIT), Valiamala 695 583, Composite Entity (CMSE) at Vattiyoorkavu, Thiruvananthapuram 695 013.
- b) The term "Service Provider" shall mean any registered Establishment, which will be performing this Rate Contract activity.
- c) The term "Staff" mean all the drivers, supervisors and other persons engaged by Service Provider to carry out the tasks as defined in the Rate Contract.
- d) The term "Focal Point" means the designated officials of VSSC, who will be coordinating with the Service Provider or their Authorised Official (s). The Focal Point of VSSC shall be the DGM, TMA or authorized Officer (s) identified by DGM, TMA-VSSC in this regard.

#### 2.0 PERIOD OF CONTRACT:

The Contract is proposed for period of Twelve Months (1 year) from the date of award of R/C. However, VSSC reserves the right to extend the same for further periods with the same rate, terms & conditions on mutual agreement. We also reserve the right to short close the same by giving one-month notice in writing without any financial obligations on our side. The Service Receiver also reserves the right to short-close/terminate the Rate Contract at any timeby giving one-month notice period in normal conditions without any financial implication on either side. The Service Receiver also solely reserves the right to operate and not to operate the Rate Contract due to some specific exigent reasons, and conclusion of Rate Contract is the sole authority of the Service Receiver without any prior intimation and financial implication on either side.

#### 3.0 SCOPE OF WORK:

- a) This Rate Contract is to provide on **HIRE BASIS**, Hi-tech model buses with driver, for the movement of personnel from pre identified multiple places to VSSC in the morning and drop back in the evening on daily basis.
- b) This is a "Contract for Services", where the drivers are employees of the Service Provider, without any employer employee relationship between Service Receiver and the drivers.
- c) The buses will be hired on split bases of 8hrs / 100kms slab. i.e., Morning 4 hrs./50 km(Between 6.00 am to 10.00 am) and evening 4 hrs./ 50 kms. (Between 4.30pm

- to 8.30 pm). The buses shall be operated on all working days from Monday to Friday except public holidays and central Govt. declared holidays.
- d) The garage of the vehicle is defined as Thampanoor Junction, Thriruvananthapuram, Kerala State for mileage calculation.
- e) Morning Duty:- Operation of the bus from garage (Thampanoor) to first boarding point before 10 minutes of scheduled starting time, pick up personnel from subsequent boarding points, drop them safely to VSSC, Thumba before 8.45 am.
- f) Evening Duty:- Reporting for evening duty at pre defined locations of VSSC, Thumba before 5.00 pm, dropping the personnel to respective stops and back to garage (Thampanoor).
- g) Normally, the number of staff buses required are 16 numbers (45 plus seater), 5 numbers mini buses (17 seater), & 5 numbers mini buses (26 seater). However, it may vary up to ±25% of the total number in each class of vehicles required with same terms & conditions and rate based on the requirements which will be communicated by focal point one day in advance.
- h) No parking/ rest facility for vehicles/ drivers will be provided by VSSC. The service providers are not allowed to park their vehicles at VSSC premises. The vehicle shall be moved out of VSSC campus immediately after completing its morning trip. Compensation as specified in clause no. 8. B will be provided as extra for compensating the garage trip and back for evening trip.

#### 4.0 ELIGIBILITY CRITERIA FOR BIDDING:

- a) The bidder shall have minimum 1 year experience in operation of any class of buses / mini buses during last 10 years period for which necessary proof shall be submitted along with the company profile format attached as Annexure- I. (Valid vehicle permit in the name of company/bidder for one year also acceptable)
- b) Only Indian nationals are eligible to bid.
- c) Bidder must have a valid email address and mobile number for effective communication and monitoring.
- d) The service provider shall have an office within Thiruvananthapuram or else should establish an office at Thiruvananthapuram with a contact phone number for the performance of this contract.
- e) The bidder must own atleast one vehicle of offered category in his name or company name on the date of submission of the bid. Necessary proof like RC, permit shall be submitted along with the tender.

#### 5.0 CONDITION OF THE VEHICLES:

- a) The service provider shall provide model yellow board buses/mini buses as per MV Act, 1988 and Central Motor Vehicle Rules, 1989 and its amendments from time to time and are not older than 10 years at any time during the currency of this contract and operated by well trained & experienced drivers.
- b) All statutory documents such as RC book, Road Tax payment, Insurance Policy, permit, etc., shall be valid during the period of trip and they shall be kept in the vehicles for verification of RTA enroute wherever necessary. Only vehicles with all mandatory documents which are valid during trip period will be considered.
- c) Well maintained buses with neat and tidy upholstery only shall be provided. Sufficient spares viz. spare wheel, tools etc. should be available with the vehicle to take care of emergency repairs and the crews should be trained to carry out such activities.
- d) Vehicles which are not older than 10 years of age during the currency of contract shall only be provided based on the request of the Service receiver. However, the Service Receiver reserves the right to reject any vehicle(s) provided by the Service Provider even if the vehicle is less than 10 years old. If the condition of the vehicle is not satisfactory and the Service Provider should provide another vehicle to the satisfaction of the Service Receiver.
- e) Adequate fuel shall be available in the vehicle at all time for performing the duty.
- f) All the buses should be operated with big good legible board "VSSC EMPLOYEES CONVEYANCE" and respective route number board.

# 6.0 QUALIFICATIONS AND EXPERIENCE OF DRIVERS:

- a) The drivers deputed for duty shall necessarily possess valid heavy vehicle driving license with badge, as applicable to the type of vehicle. They should have minimum of 5 years' experience in driving heavy vehicle as on tender date and shall be well trained in driving buses.
- b) Drivers who have crossed 55 years (on the date of outward journey) shall not be deployed for duty. He should be medically fit in all respect and well behaved. The persons suffering from chronic illness, high blood pressure, vision defect, etc., shall not be deployed for duty. The drivers being deployed by the Service Provider will be subjected to basic medical examination by the Service Receiver whenever required.
- c) The Service Provider shall engage the driver who is not having any criminal background. Necessary Police Clearance Certificate shall be submitted by the Service Provider in respect of each of the driver whenever required by Service Receiver. It is the responsibility of the Service Provider to arrange the certificate on character and antecedents of the Drivers engaged for duty.

d) The staff so deployed shall not be under the influence of alcohol/intoxicated drinks while on duty. He will be barred from driving the vehicle if found so. The Service Provider should immediately arrange a substitute driver at the earliest.

#### 7.0 NATURE OF HIRING AND DUTY:

The vehicles will be hired on **split bases** as follows;

- i. **Morning split Duty:-** Operation of the bus from garage (Thampanoor) to first boarding point before 10 minutes of scheduled starting time, pick up personnel from subsequent boarding points, drop them safely to VSSC, Thumba before 8.45 am.
- ii. **Evening split Duty:-** Reporting for evening duty at pre defined locations of VSSC, Thumba before 5.00 pm, dropping the personnel to respective stops and back to garage (Thampanoor).

#### 8.0 APPLICABLE RATES FOR HIRING:

a) Payment will be made on 8hrs /100 kms slab cumulatively morning & evening split duties in a day based on total kilometer travelled from garage to first pick up point and VSSC through pre defined routes in the morning and VSSC to last dropping point through pre defined routes and back to garage in the evening. The shortest route distance from garage (Thampanoor) to first reporting point in the morning duty and last dropping point to garage in the evening duty only will be considered. The additional kilometer after 100 km in a day, if any, will be compensated at the rate quoted (hiring charges per additional kilometer) by the Service Provider in the prescribed format as annexure – II.

#### b) Dead mileage:

Service Provider has to quote the dead mileage compensation for travelling from VSSC/Thumba to Service Provider's garage after morning split duty and Service Provider's garage to VSSC for evening duty per day in the prescribed format as annexure-II. This amount will be paid extra as lump sum compensation in addition to the rates mentioned in Clause 8. a) to a maximum of ₹1500 per day per bus (45 plus seater) & ₹1000 per day per mini bus. The rate quoted for dead mileage compensation also will be considered for deciding L1 position.

c) Payment will be made on prorata basis (half the rate of 8hrs./ 100kms slab + rate per km for beyond 50 kms usage) if bus is provided only for on split duty in a day by the Service Provider due to non availability of buses and Liquidated damages a per clause 13.0 will be applicable for the same. Half of the dead mileage compensation rate also will be paid.

#### 9.0 ROLES AND RESPONSIBILITIES OF THE SERVICE RECEIVER:

a) Number of buses required and each bus route schedule describing, reporting point with starting time, remaining boarding points will be provided to Service Provider one day advance through email communication. Any further changes shall be communicated by the focal points of VSSC.

#### b) Payment:

#### (i) Due date for bill submission: -

The Service Provider shall submit their bills to focal point before 25 th of every month(21<sup>st</sup> day of previous month to 20 th of current month) with all documentary evidence such as certified log sheets, toll charges receipt/FASTag online payment details in hard copy if any, etc., in chronological order.

#### (ii) Verification of Bills: -

After verification of the bills submitted by the Service Provider and cross verification of the log sheet, toll charges, other charges etc., focal point shall forward the bills within 3 working days from the date of submission to Accounts Officer, VSSC Centre Accounts for processing the payment.

#### (iii) Release of Payment: -

The Accounts Officer, VSSC Centre Accounts after verifying the bills of the Service Provider's shall release the payment to the Service Provider within 7 working days from the date of receipt of the bills from the focal point.

# 10.0 ROLES AND RESPONSIBILITIES OF SERVICE PROVIDER:

- a) The service provider shall depute drivers eligible as per Para. 6.0 above
- b) The Service Provider shall be held responsible for:
  - i. Claiming of higher time and Kilometer than the actual
  - ii. Misbehavior of driver(s) with officials of Service Receiver.
  - iii. Indulging in manipulation of meter reading and time
  - iv. Tampering of speedometers

In case anyone is found guilty, bill will be cleared for the actual usage only apart from cancelling the contract and the decision of Service Receiver will be binding on the Service Provider.

- c) The Service Provider shall strictly follow the security and other instructions given by Service Receiver.
- d) In case of any damage to the VSSC/ISRO property/personnel due to an accident by the Service Provider's vehicle, the Service Receiver will have the option of recovery of the amount from the pending bills of the Service Provider.
- e) In case of an accident happened by Service Provider's vehicle, Service Receiver is not responsible for any kind of compensation to the third party.
- f) In case of any strike or Bandh, civil commotions and other disturbances, the Service Provider shall make earnest efforts for plying the vehicles as usual and if any problem arises, the same should be immediately intimated to focal point and follow their instructions.

#### 11.0 ROLES AND RESPONSIBILITIES OF DRIVERS:

- a) The deployed drivers shall necessarily carry mobile phone.
- b) Log sheet in the format provided by the Service Receiver shall be maintained. All the columns shall be filled on daily basis till the completion of trip. It shall be submitted along with the bills.
- c) Drivers shall wear neat and clean uniform as prescribed by RTA and no expenditure in this regard shall be reimbursed towards the cost of uniforms.
- d) The vehicle shall be maintained clean, neat and tidy condition during the trip.
- e) Necessary entries shall be made in the log sheet like the vehicle details, details of dead mileage from garage to Service Provider's office/pickup location, trip details of each day and dead mileage from Service receiver's office/pickup location or last drop location to garage while ending the trip, etc., in separate rows.
- f) Odometer reading in the vehicle should always tally with the entries in the log/trip sheets and focal point reserve the right to verify the same at any time during deployment.
- g) The driver(s) have to undergo mandatory security checking while entry and exit of VSSC by CISF.

#### 12.0 LIST OF REIMBURSABLE AND NON-REIMBURSABLE EXPENSES:

#### 12.1 Reimbursable Expenses

- a) **Toll charges** paid during the trip will be reimbursed at actual by Service Receiver against bill on submission of printed online record of toll charges paid during the particular trip.
- b) Goods and Services Tax (GST) will be paid as applicable as per prevailing government norms.

#### 12.2 Non-Reimbursable Expenses:

- a) For any traffic violation, if penalty is levied by Traffic Police in any State, Motor Vehicle Inspector of the Transport Department on the driver, the Service Provider shall pay the fine and the Service Receiver will NOT be responsible for such violations in whatsoever manner.
- b) As per the Motor Vehicles Act, 1988, wearing of applicable Uniform is mandatory for all the drivers. The cost towards Uniform and its stitching shall not be borne by the Service Receiver.
- c) For the usage of Mobiles by the Drivers as mentioned at 11 a) above, the Mobile/Telephone Charges will NOT be reimbursed by the Service Receiver.

d) Any fine or extra charges for non-availability/ non- working of FASTag will NOT be reimbursed by the Service Receiver.

#### 13.0 PRICE VARIATION:

The slab rate (8 hrs/100kms) quoted in each category will be firm and fixed during the currency of the contract. However, the compensation for fuel price variation will be adjusted by providing/deducting proportionate amount as per the price variation formula against the actual kilometers utilized by each vehicle. Variation in rate per km will be effective only on account of every 5% increase or decrease in a diesel price from base price in a single spell or different spell over a period during the contract.

# 13.1 MILEAGE OF VEHICLES:

All bidders should clearly indicate the average mileage in kilometer per litre (KMPL) of each class of vehicle quoted in the Annexure format II. Service receiver reserve the right to fix an average mileage in KMPL for each class of vehicles to use in price variation formula which will be final and parties are bound to accept the same.

#### 13.2 PRICE VARIATION FORMULA:

Increase or decrease in total hiring charges = (Total kms used after 5% variation/Mileage) × (Revised diesel price per litre - Base diesel price per litre).

#### Example 3:

Base diesel price (A)= Rs. 100/litre 5% of Base diesel price (B) = Rs. 5.00 I.e., The price revision formula will be applicable in case of diesel price crosses ₹105, will be recalculated once diesel price crosses ₹110, ₹115 and so on.

If current diesel price (C) is Rs.106.00/litre

Variation (C-A) = Rs. 6.00 which is more than B (5%higher than A) and price revision formula applicable at revised diesel price of ₹105.00/ litre.

Mileage fixed for vehicle = 4 KMPL

Increase or decrease in Total Hire Charges for every 1 km use

 $= (1/4) \times (105.00-100.00) = ₹1.25/ \text{ km}$ 

The base price of the diesel on the date of issue of tender is the reference price for the above price variation formula. The diesel price at any given time will be based on the rates available at www.mypetrolprice.com and will be used for calculation.

#### 14.0 PENALTY

In case of non compliance, penalty as mentioned below will be recovered from Security deposit or from the pending bills submitted by the Service Provider

SI. No	Description/Contract Terms	Penalty for non-compliance
1	Vehicle not reported for duty	₹2500/- per split duty (Morning or evening)

2	Delay in reporting duty/ poor condition of bus.	₹1000/-
3	Misbehavior with commuters/ Operation in charge or his representative	₹500/-
4	Log book tampering / forgery	₹ 1000/- and manipulated kilometer will be deducted
5	Odometer tampering/ forgery	₹ 2000/- and manipulated kilometer will be deducted
6	In case any repair/breakdown in midway during the scheduled operation after the first boarding point.	VSSC TOMD will make alternate arrangements and no payment will be made for that split trip. The payment of second split trip (morning or evening) in the same day will be on pro rata basis.

#### 15.0 SECURITY DEPOSIT:

On receipt of PO, SD of 3% of the order value should be submitted in the form of Fixed Deposit Receipt (FDR) drawn in favor of The Accounts Officer, Main Accounts, VSSC or in the form of bank guarantee obtained in an non-judicial stamp paper of Rs.200/-, issued by a Nationalized/Scheduled Indian Bank as per the format enclosed (Form. No. DOS:PM:07) and valid 2 months beyond the completion of this contract. This Security Deposit without any interest thereon shall be returned to you on successful completion of this contract or shall be adjusted/forfeited against non-fulfillment of any contractual obligations.

#### 16.0 PARALLEL/ADHOC CONTRACT:

VSSC reserves the right to enter into parallel/Adhoc contracts simultaneously with one or more agencies.

#### 17.0 <u>INSTRUCTION TO BIDDERS:</u>

- I. The completely filled quotation must be submitted in annexure-II. The quotation submitted in any other format or incomplete quotation will be treated as invalid.
- II. The lists of documents to be supplied along with the quotation are as follows,
  - a. Acceptance of terms & conditions as per the Annexure-A.
  - b. Details of the bidder's establishment in Annexure-I format
  - c. Proof of atleast one vehicle in the name of bidder/ company in the offered category of vehicles.
  - d. Copy of the Establishment Registration Certificate issued by any Governmental Agency.
  - e. Proof of minimum 1 years experience in providing buses/ mini buses during last 10 years.
  - f. Goods & Service Tax Registration No.
  - g. PAN in the name of bidder(Person/ Company)

#### 18.0 EVALUATION OF TENDER:

L1 bidder will be decided based on the total cost incurred to the service receiver for 120 km utilization in a day per each category of buses including dead mileage compensation quoted by the bidder in Annexure II format.

#### 19.0 PRE-BID MEETING:

A pre-bid meeting will be held on 25/05/2023 (Thursday) 10.00 am at PRO, Opposite ATF Area, VSSC for explaining the tender terms and conditions. All interested bidders shall mandatorily attend or depute a competent authorized representative to attend the pre-bid meeting. Only those bidders who have participated in the meeting are eligible for bidding.

#### 20.0 REJECTION OF UNDER QUOTE:

The bids which are not meeting even the basic cost of inputs i.e., unreasonably low prices to undercut the predatory pricing and obtain the rate contract orders are liable to be rejected by the Service Receiver. If the offer basic price of each category (total cost incurred to the Service Receiver for utilizing 120 km in a day per bus including dead mileage compensation) is less than 80% of the estimate or further less, the same will be considered as under quote and will be summarily rejected.

# 21.0 ADDITIONS/DELETIONS:

VSSC reserves the right to add or delete any number of buses during currency of the contract.

#### 22.0 TERMINATION:

VSSC reserves the right to terminate the contract, if the performance of the contractor or his employees is found to be unsatisfactory during the period of the contract by giving one-month notice in writing.

#### 23.0 SUBLET OF CONTRACT:

You shall not sublet, transfer or assign the contract or any part thereof without our prior written approval.

#### 24.0 FALL CLAUSE:

The prices charged for the service shall in no event exceed the lowest rates at which you perform service of identical description to any other party during the period of this contract. If at any time, during the said period, you reduce the rates of such works to any other customers, it shall be forthwith notified to VSSC and the charges payable under the contract for the work done after the date of coming into force of such reduction of rates shall stand correspondingly reduced.

#### 25.0 ARBITRATION:

In the event of any dispute/s, difference/s, or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s, difference/s, or claim/s shall be settled amicably by mutual consultations of the good Officers of the respective Parties

and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a solution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, difference/s, or claim/s shall be referred to the Sole Arbitrator (s) appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation (Amendment) Act 2015 as amended from time to time. The arbitration shall be conducted in Thiruvananthapuram in the Arbitration and Conciliation Centre- Thiruvananthapuram (Domestic & International) as per its rules and regulations. The expenses for the arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be "English" only.

Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Department or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

#### ANNEXURE – I

# **DETAILS OF THE BIDDER'S ESTABLISHMENT**

(To be provided by the bidder along with the quotation in annexure II)

1	Name of the Bidder
2	Full postal address of the Bidder
3	Telephone No.
4	Mobile No. (Mandatory)
5	E-mail id (mandatory)
6	Indicate the Organizational status of the Bidder
7	Act/Rule under which the Bidder is registered
8	Registration No. & Date of Registration
9	Name of the Proprietor/ Manager/ President/Secretary/ Chief Executive with address and contact phone No.
11	Copy of the Establishment registration Certificate issued by any Governmental Agency
12	Details of office in Thiruvananthapuram, if available.
13	EPF Registration No.
14	ESI Registration No.
15	PAN No.
16	Goods & Service Tax Registration No.
17	Bank Account Details of Bidder
18	Details of experience in providing buses/mini buses, if available.
19	Details of vehicle owned by bidder/company with necessary proof like copy of RC, permit.

#### **DECLARATION**

I/We hereby declare that the information furnished above are true and correct to the best of my/our knowledge and belief.

Date:	(Signature of Authorised Signatory with Seal)
Place:	Name:

#### **ANNEXURE II**

#### **Quotation format**

SI No	Description	Amount in ₹	
A. Hitech bus ( 45 seat plus capacity)			
01	Rate for Hitech bus (45 seat plus) for 8 hrs/100 km slab in a day per bus without GST		
02	Rate for Hitech bus ( 45 seat plus)per additional kilometer beyond 100 kms in a day per bus without GST		
03	Dead mileage compensation per day per 45 seater bus (Maximum allowed amount is ₹1500) *		
04	Average mileage in kilometer per litre (KMPL)		
B. Minibus ( 17 seat capacity)			
05	Rate forMini bus ( 17 seat capacity) for8hrs/100 km slab in a day per bus without GST		
06	Rate for Mini bus (17 seat capacity) per additional kilometer beyond 100 kms in a day per bus without GST		
07	Dead mileage compensation per day per 17 seater mini bus (Maximum allowed amount is ₹1000) *		
08	Average mileage in kilometer per litre (KMPL)		
С.	Minibus ( 26 seater capacity)		
09	Rate for Mini bus ( 26 seat capacity) for8hrs/100 km slab in a day per bus without GST		
10	Rate for Mini bus ( 26 seat capacity) per additional kilometer beyond 100 kms in a day per bus without GST		
11	Dead mileage compensation per day per 26 seater mini bus(Maximum allowed amount is ₹1000) *		
12	Average mileage in kilometer per litre (KMPL)		
13	GST in percentage		

#### Note:

- a) The rate quoted shall be inclusive of all overhead expenses for deploying bus/minibus such as driver cost, fuel cost, vehicle maintenance cost and other expenses for the operation of busses.
- b) \*Dead mileage compensation is limited to a maximum of ₹1500/- & ₹1000/- per day per 45 seater bus and mini buses respectively. Any bid with the dead mileage compensation quoted above these rates will be treated as only ₹1500/- & ₹1000/- for bus & mini bus respectively for evaluating the bid.
- c) <u>L1 bidder will be decided based on the total cost incurred to the Service Receiver for utilizing</u>
  120 km in a day per bus including dead mileage compensation.

(Signature of Authorised Signatory
Of the Bidder/Bidder with Seal)

Date:	Place:	Name:

#### EARNEST MONEY DEPOSIT / BID SECURITY:

- 1. Earnest Money Deposit (EMD) or Bid Security is obtained to ensure the earnestness of the vendor in the procurement process. Registered Vendors of VSSC are exempted from furnishing EMD or Bid Security in the procurement process. Other Vendors participating in the tender process has to furnish EMD through Demand Draft/Banker's Cheque for Rs. 5,00,000/- (Rupees Five Lakh Only) drawn in favour of Sr. Accounts Officer, Centre Accounts, VSSC-Trivandrum payable at State Bank of India, Thumba Branch. EMD shall be interest free. EMD shall also be furnished in the form of Fixed Deposit Receipts or Bank Guarantee from any of the Scheduled Banks executed on non-judicial stamp paper of value Rs.200/-. In case of Bank Guarantee, it shall be valid for a period of 45 days beyond the final tender validity date.
- 2. Also, Registered Vendors who have already applied for renewal of registration, Central PSUs, PSEs, Autonomous Bodies, Micro and Small Enterprises, KVIC, National Small Industries Corporation etc., are exempted from the payment of EMD.
- 3. Any tender not accompanied with EMD shall be treated as **INVALID TENDER** and rejected. Vendors seeking exemption from payment of EMD shall submit necessary proof like registration number etc.
- 4. EMD of vendor shall be forfeited if the tenderer / contractor withdraws or amends his tender or deviates from the tender in any respect within the period of the validity of the tender. Failure to furnish Security Deposit/Performance Bond by a successful vendor within the specified period shall also result in forfeiture of EMD.
- 5. EMD shall be refunded to all the unsuccessful vendors within thirty days after placement of the Purchase Order. EMD shall be refunded to the successful tenderer/contractor after payment of the Security Deposit. EMD shall be refunded to all the participants in cases where the tender is cancelled or withdrawn by the Centre/Unit, within thirty days from the date of such cancellation or withdrawal.