



MAHATMA GANDHI ANTARRASHTRIYA HINDI VISHWAVIDYALAYA

(A Central University established by Parliament by Act No. 3 of 1997)

Post Hindi Vishwavidyalaya, Gandhi Hills, Wardha-442 001 (Maharashtra)

Phone: +91-7152-255686, Fax: +91-7152-247602

Tender No. : MGAHV/008-PS/2018-19/06

Date: 30.11.2018

BID DOCUMENT

Tender for hiring of Commercial Vehicles (AC/ Non-AC) on Monthly basis and Daily basis

(Visit us at www.hindivishwa.org)

Name and address of the bidder _____

Cost of Tender Document – ₹500/- Only

Date of Issue : _____

Receipt No. : _____

Signature of issuing official : _____

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SECTION – I
TENDER NOTICE

Sealed tenders are invited under TWO BID SYSTEM (i.e. Separate Techno-Commercial Bid and Financial Bid) on behalf of Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya (MGAHV) Wardha for hiring of AC/ Non-AC Commercial Vehicles on Monthly basis and Daily basis at MGAHV, Wardha for official use from reputed, experienced and financially sound Tour and Travel agencies/Firms/Company (preferably located at Wardha within the periphery of 15 kms. from MGAHV campus) having annual turnover not less than 05 lakh rupees for the last Three years in the business of Tours and Travels/Taxi operation. The Contract shall be initially for a period of One year, which can be extended for further up to Two years, subject to mutual consent/Agreement on the same terms and conditions. The details are given below:

SCHEDULE TO TENDER		
Sl. No.	Activity Description	Schedule
1	Name of the work	Hiring of AC/ Non-AC Commercial Vehicles on Monthly basis and Daily basis
2	Tender No.	MGAHV/008-PS/2018-19/06
3	Sale of Tender Document	<ul style="list-style-type: none"> Tender documents may be downloaded from MGAHV website www.hindivishwa.org up to 21.12.2018. In such case the cost of tender document amounting to ₹ 500.00 in the form of D.D only shall be deposited alongwith Tender, which should be in favour of Finance Officer, MGAHV payable at Wardha failing which the tender will not be considered. Tender documents alongwith terms and conditions can also be obtained in person by paying the fees of ₹ 500.00 from Store & Purchase and Transport Department, Administrative building, MGAHV campus, Wardha from 3.12.2018 to 20.12.2018 (<i>on working days i.e. Monday to Friday between 1000 hrs. to 1700 hrs.</i>). Request to obtain the Tender Documents by Post will not be entertained.
4	Last date & time of submission of Tender / Bid	21.12.2018 up to 1500 hrs.
5	Date, time and venue of Opening of Technical Bids (Master envelope, EMD Envelope and verification of documents)	21.12.2018 at 1600 hrs. Administrative Building, MGAHV, Wardha (If the tender opening date is declared a public holiday by Govt. of India or by MGAHV, then the tender shall be opened on next working day at 1600 hrs.) The bidders or their representative are expected to be present at the time of opening of the Technical/ Financial Bid.
6	Time and Date of Opening of Financial Bids of eligible bidders	The Financial bid will be opened after evaluation of technical bid, which will be announced later to bidders qualified in technical bid on MGAHV website and through e-mail & phone etc.
7	Validity of tender offer	90 days from the date of opening of tender
8	Estimated cost of tender	₹10.00 Lakhs approx.
9	Amount of EMD	₹ 20,000/- only (Refundable, but without interest)
	Duration of Contract	One year from the date of award of Contract. However, the same can be extended for further up to Two years on yearly basis on same Terms & Conditions on mutually consent agreement.
10	Cost of Tender Document	₹ 500/- only (Non-refundable)

**Sd/-
Registrar**

SECTION – II

BID FORM

No. MGAHV/008-PS/2018-19/06

Date: 30.11.2018

To

The Registrar

Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya
Post Hindi Vishwavidyalaya, Gandhi Hills,
Wardha - 442 001 (Maharashtra), INDIA

Dear Sir,

1. Having conditions of Contract and services to be provided, including addenda Nos.....the receipt of which is hereby duly acknowledged, I/we, undersigned, offer to provide commercial vehicle in conformity with the conditions of Contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. I/We undertake to enter into Agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc. and Agreement will be binding on us.
3. If my/our Bid is accepted, I/we will submit the Securities of a Nationalised/Scheduled Bank for a sum as mentioned in TENDER document for due performance of the Contract.
4. I/we agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon me/us and may be accepted at any time before the expiry of that period.
5. Until an Agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding Contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2018.

Signature of authorized signatory.....

Full Name of authorized signatory

In capacity of

Duly authorized to sign the bid for and on behalf of.....

Witness

Address

.....

Contact No.

Signature.....

Signature of bidder with seal

SECTION – III

INSTRUCTIONS TO BIDDERS

(1) Bidding:

Sealed tenders are invited under two bid system from reputed, experienced and financially sound Tour and Travel agencies/firms located at Wardha (preferably within the periphery of 15 kms. from MGAHV campus) having annual turnover not less than 05 lakh rupees for the last Three years in the business of Tours and Travels/Taxi operation, for hiring of commercial vehicles for official use of MGAHV, Wardha:

- i. Hiring of AC/Non-AC vehicles on monthly basis
- ii. Hiring of AC/Non-AC vehicles on daily basis

Two Bid System: The bid should be submitted in a sealed cover in two parts as under :

- i. Technical Bid
- ii. Financial Bid

I. Technical Bid: Envelope should subscribed "Technical Bid for hiring of AC/Non-AC vehicles on Monthly basis and Daily basis" and it should contain the following:

a) Tender Fee:

The cost of tender document is ₹500/- (Five Hundred Rupee Only) (Non-refundable). The tender document can be obtained by paying the fees through Demand Draft drawn in favour of "Finance Officer, MGAHV, payable at Wardha". The Demand Draft of tender document shall be attached with Technical Bid in case the tender document is downloaded from the website. The Tender Document is not transferable to any other bidder.

b) Earnest Money Deposit:

1. An Earnest Money Deposit (EMD) of ₹ 20,000/- (Rupees Twenty thousand only) by way of Account payee Demand Draft issued by any Nationalized/Scheduled Bank in favour of Finance Officer, MGAHV payable at Wardha to be attached with Technical bid.
2. EMD shall be valid for a period of three months beyond the final tender validity period.
3. For unsuccessful bidders, the EMD (without interest) will be refunded within 30 days after finalization of the tender and issue of award of work to the successful bidder. The EMD of the successful bidder will be returned on submission of performance Security in the form of Bank Guarantee or DD of the required value. However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder.
4. EMD will be forfeited in case of:
 - i. Failure of the bidder to honour their offer.
 - ii. Withdraw their offer before expiry of validity period.
 - iii. Inability to perform satisfactorily after receipt of award of work in case of successful bidder.
 - iv. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids its EMD will be forfeited.
5. Tender will be summarily rejected under following circumstances:
 - i. EMD submitted in the form of cash/cheque.
 - ii. The EMD is not of prescribed value.
 - iii. Non submissions of EMD or NSIC/MSME exemption Certificate.

Rest details are mentioned in Section – V (*Proforma for Technical Bid*)

- ☞ **Note:**
- i) EMD and Tender fee shall be exempted in case of Micro & Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small & Medium Enterprises (MSME) or are registered with the Central Purchase Organisation of the concerned Ministry or Department or start-up as recognized by Department of Industrial Policy & Promotion (DIPP). The bidders registered with MSME/DIPP/NSIC should attach a self-attested copy of valid Registration Certificate for the item tendered for alongwith the Technical Bid (as per Rule-170 of GFR-2017)
 - ii) The Committee constituted by the Hon'ble Vice-Chancellor, MGAHV, Wardha will technically evaluate the contents as per Section–V. Those technically qualified will only be considered for price evaluation (Financial bid). Price should not be quoted with technical bid; otherwise the tender will be rejected without any correspondence.
 - iii) Decision of the Hon'ble Vice-Chancellor, MGAHV Wardha on the eligibility for qualifying technical bids shall be final and no representation shall be considered in this regard.

II. Financial Bid: The second envelope should subscribed "Financial bid for hiring of AC/ Non-AC vehicles on Monthly basis and Daily basis" and it should contain the rates etc. as per **Section VI (Part-1)** for AC & Non-AC vehicles on monthly basis, **Section VI (Part-2)** for AC & Non-AC vehicles on daily basis. Applicable taxes, if any, may be shown separately below and should not be included in the rates under any circumstances. The rates should be indicated clearly both in figures and in words. If there is variation between the rates in figures and words, the lower rate will be taken for evaluation. The price should be quoted in INR.

The rates quoted shall be fixed and applicable for a maximum period of Three years effective from the date of the approval of bid which can be extended on yearly basis at the discretion of Registrar, MGAHV, Wardha.

The Contract price shall be FIRM and no escalation in price on account of any reason whatsoever will be allowed during the currency of the Contract on yearly basis. Initially Contract will be awarded for approved rates for one year, irrespective of the increase in fuel rates, if any, occurring during the Contract period and on satisfactory performance Contract will be extended for further period on the same rates and terms & conditions of the agreement. However, fluctuation in the price of fuel may be considered by both parties i.e. the BIDDER and MGAHV and accordingly increase/decrease of rates will be decided at the time of extension of contract for further one year.

The Contract price shall be inclusive of all types of taxes, duties, levies, repairs, running costs, fuel, lubricants, and salaries of drivers, taxes, etc. necessary for the running & maintenance of vehicle. No variation in above taxes, duties etc. will be entertained during the currency of the Contract. However GST will be reimbursed on production of documentary proof for remittance and Toll fees and parking charges etc. shall be reimbursed by the MGAHV against the production of proper bills.

Further in the event of hike in fuel cost the excess payment will be charged on actual kilometres run subject to the adjustment of any short fall to 2500 kms. as below:

	Amount of increase or decrease per litter of fuel charges
Rate of increase or decrease	-----
	Average Kms.

The successful bidder will have to enter into an Agreement for One year on ₹ 100/- Non-Judicial Stamp paper duly notarised and its expenses will be borne by him.

The firms fulfilling the following criteria, may deposit their bids and which should be reached on or before **21.12.2018 up to 1500 hrs.** or tender may be dropped in Tender Box placed in the office of the Registrar, Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Post Hindi Vishwavidyalaya, Gandhi Hills, Wardha-442 001.

(2) Details of Tender:

The details of tender for hiring of AC/Non-AC vehicles on Monthly basis and Daily basis at MGAHV, Wardha is as given below.

Tender details	Tender Fee
HIRING OF VEHICLES (Hatch back, Sedan, MPV, SUV):	₹ 500/-
a) <u>AC/Non AC vehicles on Monthly basis (Time : 0800 hrs. to 1900 hrs.)</u> <ul style="list-style-type: none">Tata Sumo, Scorpio, Mahendra Bolero or equivalent	
b) <u>AC/Non AC vehicles on Daily basis</u> <ul style="list-style-type: none">Tata Indica, Swift, i-10, i20, Wagon-R, D'zire, Etios or equivalentTata Sumo, Mahendra Bolero, Scorpio, Mahendra Marazzo, Mahendra Xylo, Tavera or equivalentToyota Innova or equivalent	
c) <u>AC/Non AC vehicles for 24 hrs. (alongwith driver)</u> <ul style="list-style-type: none">Tata Sumo, Scorpio, Mahendra Bolero or equivalent	

(3) Evaluation & Award Value:

- After, the Technical Evaluation of the bids, the MGAHV will open the “Financial Bids” of all the technically qualified bidders at notified date and time. Contract will be finalized on lowest quoted rate (L-1). The MGAHV reserves the right to award contract to L-2, L-3, or L-4 bidders at the finalized (L-1). In other words work order may place splitting the contract among 2/or more bidders.
- The successful bidder (L-1) shall be considered for award in each category on daily basis and on monthly basis separately. For the purpose of determining L-1 bidder in a category the amount for daily basis will be calculated for 100 kilometers and 10 hours and L-1 will be determined by adding the amount so arrived for AC and non-AC sub-categories. In a category, the rates quoted on monthly basis for AC sub-category will be considered for determining L-1 financial bid. If a vehicle is hired for 40 kilometers and 5 hours on daily basis, 60% amount of the rate quoted by L-1 bidder for 80 kilometers and 10 hours will considered.
- If after award of the Contract, the L-1 fails to provide required number of commercial vehicles/taxies, the Contract is liable to be cancelled alongwith forfeiture of Performance Security Deposit and other consequential actions such as blacklisting of the firm etc.
- The total Contract value of the work will be based on quoted rates and the break-up of total Contract price as quoted in the Tender document.
- As on date Two vehicles are required for Monthly hiring basis and up to six vehicles (Cars) as and when required on Daily hiring basis.

(4) General Terms & Conditions:

- 1. Eligibility Criteria:** The bidders shall fulfil the following eligibility criteria, failing which their quotations will be summarily rejected:
 - Incomplete / incorrect tender will be summarily rejected.

- ii. Tender should be submitted in the prescribed form of MGAHV, Wardha only, as given in the Tender Document.
- iii. Every bidder must quote strictly in accordance with the terms and conditions and specifications prescribed by MGAHV in this tender document. Conditional offer shall stand cancelled.
- iv. All entries in the tender must be written in permanent ink or typewritten without use of eraser or overwriting. Each page of Document should be signed/initialled and all enclosures should bear signature and stamp of bidder in authentication.
- v. The bidder should be a bonafide firm/company/established car rental/travel agency registered under Tourist Taxi Permit/relevant law/rules of the Govt. and also should be registered for Service Tax payment having sufficient number of latest models of vehicles for hiring. Copy of Registration Certificate indicating Service Tax No. should be enclosed with the tender. The vehicles provided should not be below than 2016 models i.e. the date of original registration of vehicles not before January, 2016.
- vi. Vehicles should be kept neat and clean, also should be in good and sound condition mechanically. Vehicle should report for duty with sufficient fuel for the day's duty (Say a Minimum 20 Ltrs).
- vii. The Contractor must also ensure that all the necessary documents viz. valid Commercial Registration Certificate, Road Permit, Insurance papers, PUC certificate, etc. issued by the Competent Authority are available with the driver deployed for duty for the MGAHV, which shall be produced to the MGAHV Authorities on demand.
- viii. The vehicles desired on monthly hiring basis shall carry accessories like tool kit, consumable spares, rain coat, umbrella, torch light, first aid box, etc. which are to be arranged by the Agency and vehicles shall be fitted with a name board of the Institute in the front as:

ON DUTY

“MAHATMA GANDHI ANTARRASHTRIYA HINDI VISHWAVIDYALAYA”

- ix. The bidders having Work Order of Similar Nature shall be given preference. The word Similar Nature mean the experience in providing commercial vehicles to Govt. Deptt./PSUs etc.
- x. Punctuality will have to be ensured and log books shall be maintained by the drivers for this purpose.
- xi. The accident risks for drivers and vehicles be covered by comprehensive insurance and MGAHV, Wardha shall not take any liability on this account.
- xii. The Contractor must submit a declaration about non-involvement of vehicle being offered for hire in any accident/court case etc.
- xiii. The bidder shall maintain an office with adequate staff, telephone & E-mail facilities round the clock to facilitate communication & should be in a position to provide up to 05-07 taxis in a short notice, say 12 hrs. at the time of any programme and other occasions of the MGAHV.
- xiv. The numbers of vehicle may vary depending upon the requirement. The MGAHV will place order from time to time depending upon requirements.
- xv. The bidder, if fails to provide the vehicles as desired by MGAHV & sends a higher category/class of vehicles, the rate applicable for vehicles required by the MGAHV will be paid, no extra payment will be made for higher category/class of vehicles.
- xvi. On the basis of the detail of vehicles required by the MGAHV, the agency will have to provide the confirmation of bookings alongwith the name of drivers, contact no. and

vehicles no. etc. by SMS/E-mail to the Store & Purchase and Transport Department, MGAHV before 02 hrs. of start of journey.

- xvii. There will be no dead mileage. The kilometer for the purpose of "vehicle run" and "hours of duty" shall be reckoned from the point of reporting for duty to the point of vehicle released. No mileage will be allowed to drivers for lunch/ breakfast or for drawl of petrol/diesel/CNG etc.
- xviii. The vehicles deployed by the agency should be registered in the name of agency and another vehicle hired by the agency from open market should be avoided in the normal course. In case of hiring and services provided from open market, full responsibility will be of the Contractor.
- xix. Change in deployment of vehicles or drivers shall be allowed only in exceptional circumstances and only with prior information/approval of Registrar/In-charge of Stores & Purchase and Transport Department, MGAHV, Wardha.
- xx. In case of monthly hired vehicles the vehicles shall have to report for duty as per the prior instructions of University at the given place and time. In case of delay in reporting of the vehicles at the assigned place is more than ½ an hour, it will be treated as the vehicles are unavailable for the whole day and proportionate per day charges shall be deducted from the monthly payment.
- xxi. TDS will be deducted as per the rates prevailing at the time of providing the service.
- xxii. In case of requisition/seizure of the vehicle(s) by RTO or any other authority, it will be the responsibility of the Agency to get the vehicle(s) released. In such case and during such period of requisition / seizure, the Agency has to arrange alternate vehicle(s) within one hour.
- xxiii. In the event of specific requirement, the vehicles will be required to be sent for outstation duty/out of State duty also, as per the directions of the MGAHV.
- xxiv. The Agency should make arrangements on their own for the stay / accommodation of the driver, so that the latter remains available at all reasonable hours of the day. The driver should abide by the rules laid down by Transport Authority or any Authority relevant to the subject and should always strictly follow the traffic rules and regulations so as to ensure safety of the passengers. If any penalty is awarded on the driver for violation of traffic rules it shall be borne by the Agency.
- xxv. In case the Agency is deputing a substitute Driver, during the leave /absence period of the regular Driver, the particulars related to the substitute Driver alongwith copy of valid driving license shall also be submitted to the In-charge, Store & Purchase and Transport Department, MGAHV, Wardha.
- xxvi. The driver shall obtain the signature of user of vehicles in the Log Book immediately after performing the duty. The initial meter reading shall be taken either at the MGAHV gate or at the place of start of duty and shall get terminated at the MGAHV gate or any other place where the duty ends.
- xxvii. Log book has to be maintained making all the entries of the movements of the vehicles on duty. After completion, the log book shall be handed over to In-charge, Store & Purchase and Transport Department, MGAHV, Wardha.
- xxviii. In case of daily basis vehicle, the driver of the vehicle has to maintain duty slip (i.e. details of Vehicle No. Type, Driver Name, Name/Address of User, Route Detail, Start/Close Meter Reading, Total K.M., Time of Departure/Arrival, Total Time) of various journey performed during the day since morning till last duty separately and all the entries be got attested form the users/ MGAHV officials. If, on any occasion, it is found that the driver of any taxi/cab has made wrong entries in the duty slips, the bidder

shall be responsible for the same. The MGAHV reserves the right to withhold full payment of such vehicle. On the basis of these duty slips, the bills shall be raised to MGAHV by the Contractor.

- xxix. The names and addresses of the drivers should be furnished beforehand to the Incharge/Store & Purchase and Transport Department, MGAHV, Wardha.
- xxx. The driver provided by the Contractor/Agency should fulfil the following conditions:
 - a. Should be in possession of valid commercial driving license issued by RTO for the class of vehicle he is driving.
 - b. The driver shall be conversant in both Hindi & Marathi Languages.
 - c. Should be in possession of Mobile phone with valid connection.
 - d. Driver should not carry any intoxicating material in vehicle during duty hours and also not indulge in any activity inimical to security of the officers travelling in his car.
 - e. Should not smoke; chew Pan/Pan Masala/Tobacco inside the car both while driving and otherwise.
 - f. The driver shall always be in uniform with the valid photo identity proof issued by the bidder, if any prescribed by the Agency and must be courteous, sober and never be under the influence of liquor/intoxicants while on duty and shall avoid over speeding or hazardous driving, ensuring safety and comfort of the passengers.
 - g. Without any criminal/immoral background.
 - h. Aadhar No. (If available)
- xxxi. The vehicle should be with standard seats, which should be agreed with seating capacity as the RC book and other relevant documents.
- xxxii. All expenditure in connection with Petrol/ Diesel, Pollution check, maintenance of vehicle, road taxes, comprehensive insurance of the vehicles for the full seating capacity and any other incidental expenditure shall be borne by the service provider Agency.
- xxxiii. The vehicle must be made available at any given time and day as desired by the MGAHV.
- xxxiv. In case of break down or disruption due to any other reason, the vehicle shall be replaced by a substitute vehicle & driver immediately so that there shall be no loss of time.
- xxxv. The firm should have valid service tax/GST/TIN/PAN Numbers.
- xxxvi. Driver of the Vehicles should fill up the opening meter reading of the user boards of the vehicles and also the final meter reading shall be got verified and signed from user of the vehicles by driver.
- xxxvii. For any damage caused to the third party or to the property of the MGAHV due to negligence of the driver, the same will be made good by the Agency at their own cost.
- xxxviii. The bidding firm has to give a self certificate to the effect that the firm has not been blacklisted by any Central/State Ministry/Department, PSUs or Banks etc. The certificate has to be enclosed alongwith the tender documents. If it is subsequently established or found that the bidding firm has given any false information or facts or has suppressed facts or manipulated the documents, etc. the Earnest Money Deposit or the Performance Security Deposit, as the case may be, will be forfeited and further action such as blacklisting of the firm etc. will also be taken as deemed fit. No excuse what so ever will be entertained therefor.

2. **Right to vary quantities:** MGAHV reserves the right at the time of award of Contract to increase or decrease up to 25% of the required quantity of (rounded to next whole number) services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions. Decision of Hon'ble Vice-Chancellor, MGAHV shall be final on this regard.

3. Period of validity of bids

- (i) The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by MGAHV as non-responsive.
- (ii) A bidder requesting MGAHV for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

4. Inspection of Vehicle/Vehicles:

- i. The vehicle/ vehicles provided for use shall be inspected and approved by the university before putting into operation.
- ii. The University shall be at the liberty to withhold any payment of bill or security deposit to realize any amount due from the contractor either by way of compensation or any other manner whatsoever, as appropriate.
- iii. In case of any dispute regarding the application and interpretation of the terms & conditions of the contract, the decision of the University authority will be final and binding on all concerned.
- iv. All provisions contained in the bid document shall be without prejudice to any interest of the University and dispute arising out of the contract shall be subject to the legal jurisdiction of the court in District & Sessions Court, Wardha.

5. Payment Terms:

- i. The payment will be made on monthly billing basis duly supported by duty slip/log book duly signed by concerned officer.
- ii. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- iii. The Contractor should submit details of his Bank Account for making payments through PFMS only.
- iv. Bill for a month shall be submitted by the Contractor for payment in the 1st week of the following month. Payment shall be made after deduction of statutory levies by the 20th day from the date of receipt of bill in proper form in normal circumstances by the MGAHV.
- v. The Agency should submit the bills in triplicate for the previous month. The payment shall be released on monthly basis and after certification by the concerned MGAHV Authorities.
- vi. The triplicate copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent to MGAHV for payment vehicle-wise. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.
- vii. In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill is paid on actual basis, as per terms and conditions.
- viii. Income tax will be deducted at source from the monthly bills payable, as per the IT Act and certificate will be issued by the MGAHV in this regard as per statutory regulations.

6. Risk Performance: In the event of failure of the Agency to execute the Contract as per the Terms & Conditions of award, MGAHV reserves the right to engage vehicles from outside agencies, at their risk & cost. Further, notwithstanding anything stated herein above, MGAHV shall have the right to terminate the Contract by giving one month's written notice to the Agency without assigning any reason whatsoever.

7. Performance Security: The successful bidder shall deposit @5% of the total Work/Contract value within 10 Days of conveying MGAHV's intention for accepting the bid as Performance

Security. It shall be submitted in the form of Bank Guarantee (valid for 18 months) issued by a Nationalised/Scheduled Bank and the Proforma provided in Section-X of the bid document (OR) by Demand Draft (DD) drawn in favour Finance Officer, MGAHV payable at Wardha with a validity of 18 months.

In case of non-submission of Performance Security within specified time, the Earnest Money will be forfeited and the MGAHV debarred him from doing business with MGAHV.

Performance Security will be discharged after completion of Contractor's performance obligations under the Contract. The same shall remain with the MGAHV till two months after the completion of work period and will be returned without any interest.

If, after award of the contract, the successful bidder (L-1) fails to provide required number of vehicle/taxis/cabs, the contract is liable to be cancelled alongwith forfeiture of performance bank deposit and other consequential actions, debarred from doing business with MGAHV.

8. **Execution Time Limit:** The time period as stipulated in the Contract shall be deemed to be essence of the Contract.

9. **Submission of Tender:**

- i. Tender should be submitted in the prescribed Tender Document, which can be obtained in person from Store & Purchase and Transport Department, Administrative building, MGAHV, Wardha or downloaded from MGAHV website www.hindivishwa.org
- ii. Bidders shall sign on each page of this tender document and submit alongwith their offer as a token of acceptance of all Terms & Conditions.
- iii. Tender should be sent by Indian Postal (Registered Post/Speed Post only) or may be submitted by hand in Central Post Office, Administrative Building, MGAHV, Wardha on all working days. In the interest of the bidders, they are requested to provide their contact Phone/Mobile No. and E-mail ID on the cover of the main sealed envelope for communication.
- iv. The tender submitted by **courier/fax/e-mail or any other mode shall not be accepted.** No correspondence will be entertained in this matter.
- v. The following must be clearly written/typed on the outer sealed cover irrespective of Single Bid. Without sealed cover, the quotation will not be accepted:

"Tender for hiring of Vehicle(s) on Monthly and Daily basis at MGAHV, Wardha"

TenderNo. : MGAHV/008-PS/2018-19/06 Tender Date : 30.11.2018

To

The Registrar

Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya,

Post – Hindi Vishwavidyalaya, Gandhi Hills,

Wardha – 442 001 (Maharashtra)

From _____

Contact No.: Ph. (With STD) _____ Mob. No. _____

E-Mail ID : _____

- vi. Last date for submission of bids will be as per schedule mentioned in Tender Schedule.
- vii. Document(s) submitted in connection with tender will not be returned.
- viii. All the documents submitted by the bidders shall be serially numbered.
- ix. Tender document will be issued on working days from 1000 hrs. to 1700 hrs. from Monday to Friday at MGAHV, Wardha as mentioned in the tender document, also tender document can be downloaded from MGAHV website. The sealed tenders should reach the office of the Registrar, MGAHV, Wardha on or before the date as mentioned in the

tender notice. The tenders received after due date and time or unsealed or incomplete or by postal delay or electronic mail will be summarily rejected.

- x. MGAHV, Wardha will not be responsible for any postal delay or loss of document in transit due to any reason.
 - xi. Intending bidders are advised to visit MGAHV website www.hindivishwa.org at least Three days prior to closing date of submission of tender for any Corrigendum/ Addendum/ Amendment.
- 10. Transfer and Sub-Letting:** The Bidders has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof, as well as to give or to let a third party to take benefit or advantage of the resultant contract or any part thereof.
- 11. Query and Clarifications:** In case of any contradiction noticed in this Tender Enquiry the same be got clarified in writing within 07 (seven) days from the date of publication of Tender on the websites, else decision/interpretation of MGAHV, Wardha in this regard would be final in all respect. The MGAHV shall respond in writing to any request for the clarification of bid document which it receives not latter than 7 days prior to the date of opening of tender.
- The interested parties may contact on all working days i.e. from Monday to Friday between 11:00 am to 05:00 pm to Shri Rajesh Arora, Assistant Registrar (Store & Purchase and Transport Department), MGAHV, Wardha. Tel. : 07152-255686 Email : spt.mgahv@gmail.com
- 12. Amendment of Tender Document:** Before the closing date & time for submission of bid, the MGAHV may for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the tender document by issuing Addendum/Corrigendum. The amendments shall be notified for all prospective bidders and these amendments will be binding on them.
- Any addendum/corrigendum thus issued shall be a part of the tender document and shall be uploaded on the MGAHV website (www.hindivishwa.org). Prospective bidders must visit the website before filling and submission of Tender Document for such information.
- 13. Force Majeure:** If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of MGAHV as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- 14. Termination of Contract:** MGAHV Wardha may without prejudice to any other remedy for breach of Contract may terminate the Contract in whole or in parts.
- (a) If the Contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the Contract or any extension thereof granted by MGAHV Wardha.
 - (b) If the Contractor fails to perform any other obligation (s) under the Contract.
- 15. Termination for Insolvency:** The tender process or Contract can be terminated at any time without any notice as the discretion of the MGAHV. The MGAHV may also by giving written notice and without compensation to the Contractor terminate the Contract if the Contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of

action or remedy as hirer. Hon'ble Vice-Chancellor, MGAHV Wardha reserves the right to reject any or all the quotations without assigning any reason whatsoever may be.

- 16. Arbitration and Settlement of Disputes:** In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Vice-Chancellor, MGAHV or his nominee. There will be no objection for any such appointment on the basis that the arbitrator is an Employee of MGAHV of Wardha or that he/she has to deal with the matter to which the agreement relates or that in course of his/her duties as Employee of the MGAHV of Wardha or that he/she has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties.

The arbitrator may, from time to time, with the consent of parties, change the time for making and publishing the awards. Subject to Arbitration and Conciliation Act 1996 and the Rules made there under, as amended from time to time shall be deemed to apply to the arbitration proceeding under this clause. The proceedings of the arbitration shall be carried out in Wardha with its jurisdiction of courts at Wardha.

- 17. Set Off (Recovery of Sum Due) :** Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appointed by MGAHV and set off the same against any claim of MGAHV for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with MGAHV.

In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with MGAHV. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to MGAHV on demand the balance amount, if any, due to MGAHV within 30 days of the demand by MGAHV

If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

Sd/-
REGISTRAR

SECTION – IV

SERVICES TO BE PROVIDED

Sl. No.	Tender details	Service Details
1.	Service	<p>i) Provide commercial vehicles with licensed drivers, registered Commercial vehicles on Hiring basis for running in Maharashtra State Vehicles should be in good condition alongwith neat and clean interior, noiseless drive and in perfect running condition all the time while on duty.</p> <p>ii) The vehicles shall always be provided with decent upholstery, clean white seat covers, comfortable seat cushions, hand rests, window curtains and other basic fittings /accessories / equipments for maximum comfort of passengers. All items shall invariably be in good working condition.</p> <p>iii) The noise level outside and inside the vehicles shall always be maintained at a desirable low level befitting a well maintained vehicles. The doors of the vehicles shall be maintained in best conditions without allowing any room for noise etc. Vibration in the vehicles shall always be within desirable/tolerance limits. All repairs (Major / Minor) are under the scope of Contractor.</p>
2.	Period of Contract	Under normal circumstances the Contract shall be initially for a period of One year form date of issue of Work Order which includes vacation period of 3 (Three) months approx. annually for <u>which only basic hiring charges shall be paid from the date of placement of the vehicle/vehicles</u> . Thereafter, the MGAHV reserves the right to extend the contract for a further period up to a maximum of Three years as per the Terms & Conditions of Contract. However, if the performance of the Agency is not found to be satisfactory, the MGAHV reserves the right to terminate the Contract without assigning any reason thereof. In the event of such termination, the Agency shall have no right to claim for the balance period.
3.	Quantity	Estimated number of vehicles to be hired on monthly basis is one-two, however it should be clearly noted that MGAHV Wardha shall place the Orders only as per the actual requirement form time to time. Vehicles may be hired on Daily basis also as per requirement of the MGAHV.
4.	Duty hrs.	The vehicles shall be made available on all days (Ten hours per day) inclusive of Sundays and National Holidays, if required and also at any time on call. However actual duty hours shall be specified by actual users of vehicles.
5.	Notice Period	<p>i) For regular requirements one day in advance.</p> <p>ii) Telephonic intimation shall be considered as notice.</p>
6.	Counting of Distance	The vehicles are required to be parked at MGAHV premises, Wardha or at a place as directed by the MGAHV authorities for Monthly basis and for Daily basis, distance shall be counted from garage to garage. But chargeable distance in this respect shall be actual distance or 5 km each way, whichever is less.
7.	Accuracy of Meter	The meter reading should tally the actual distance of run at any instant and authorized In-charge, Store & Purchase and Transport Department shall have full power to check up the meter for its correctness and to take action accordingly.
8.	Penalties	<p>i) In case of break down, vehicles have to be replaced by other immediately, but not more than one hour. In case of non-availability of suitable vehicle a penalty up to ₹200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of ₹300/- per break down shall be imposed.</p> <p>ii) In case of non-availability of vehicles penalty of ₹500/- per day shall be imposed in addition to deduction at pro-rata basis for that day.</p>

		iii) In case of non-availability of vehicles during extra hrs. penalty of ₹ 200/- per occasion shall be imposed. iv) Further, if Agency fails to provide the vehicles of total period of more than five (5) days, MGAHV shall have the right to terminate the Contract.
9.	Special	i) Intending bidder must have a Mobile phone where Requirement/ Requisition of vehicles can be conveyed all the 24 hrs. Mobile No. must be specified in the bid. ii) No vehicle should be supplied having registration in the Name of employee of MGAHV staff or close relative and Certificate to this effect be given on the body of every bill while submitting claim. iii) Payment of any Govt. tax or duty for plying the vehicles in Maharashtra State will be liability of Contractor. However Service Tax shall be paid extra as per actual.

Date: _____

Place: _____

Authorised signatory

Full Name :

Designation :

Address :

Contact No. :

(Office seal)



SECTION –V

PROFORMA OF TECHNICAL BID

Documents required to be submitted for bidder's eligibility and qualification

Tender No. : MGAHV/008-PS/2018-19/06

Date: 30.11.2018

Sl. No.	Particulars	Details	Page No.
1.	Name of The Bidder/Firm/Company/Agency		
	Complete registered address of the Bidder/Firm/Company/Agency		
	Telephone No. (with STD Code)		
	Fax No.		
	E-mail ID		
	Name of the Contact person and Mobile/Tel. No.		
2.	Is your concern Recognized/ Registered (Attach Photocopy as a proof)		
	Tick as applicable - a) Recognized by Govt. of India as Tourist Transport operator b) Registered under Companies Act c) Registered under Shop and Establishment Act d) Registered as firm e) Proprietorship/ Any other category (please specify) f) Sister concern of(please specify name)		
3.	Details of Document Fee	Amount :(in words.....) DD No.....date Name of the issuing Bank , Branch and Place	
	Details of EMD	Amount :(in words.....) DD No.....date Name of the issuing Bank , Branch and Place	
	I/We am/are exempted from payment of EMD and Tender fee. Valid Exemption Certificate issued by the competent authority is enclosed.		Yes/No
4.	Total Number of commercial Vehicles registered with the agency (Enclose list alongwith Make, Model & Year of Manufacturing of Vehicles, RC/fitness and permit owned by the bidder)		Yes/No

Sl. No.	Particulars	Details	Page No.																																																																																												
5.	List of Documents enclosed																																																																																														
	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th colspan="2">Details of document</th> <th>Proof attached (plz. ✓/tick)</th> </tr> <tr> <td></td> <th>Particulars</th> <th>Information</th> <td></td> </tr> </thead> <tbody> <tr> <td>a</td> <td>Registration/License No. of Travel Agency</td> <td></td> <td>Yes / No</td> </tr> <tr> <td>b</td> <td>Ownership/Partnership Certificate No.</td> <td></td> <td>Yes / No</td> </tr> <tr> <td>c</td> <td colspan="2">Particulars of major work/experience in Govt. Organization in the last three years, if any (Enclose separate sheet having Description, Name of the organization, Order No. & Date, Value of work, Date of commencement of work, Date of completion of work, Quantity, Satisfactory Completion Certificate etc.)</td> <td>Yes / No</td> </tr> <tr> <td>d</td> <td>Latest Income Tax Return</td> <td> <table border="1"> <tr> <td>2015-16</td> <td>Rs.</td> </tr> <tr> <td>2016-17</td> <td>Rs.</td> </tr> <tr> <td>2017-18</td> <td>Rs.</td> </tr> </table> </td> <td>Yes / No</td> </tr> <tr> <td>f</td> <td>Annual turnover of the firm for last three financial years in the form of CA's Certificate /Last three years Audited Balance Sheet & Profit and Loss Accounts</td> <td> <table border="1"> <tr> <td>2015-16</td> <td>Rs.</td> </tr> <tr> <td>2016-17</td> <td>Rs.</td> </tr> <tr> <td>2017-18</td> <td>Rs.</td> </tr> </table> </td> <td>Yes / No</td> </tr> <tr> <td>g</td> <td>Bank Account No. of the firm Bank Name & Branch</td> <td></td> <td>Yes / No</td> </tr> <tr> <td>h</td> <td>Income Tax Permanent Account No.(PAN)</td> <td></td> <td>Yes / No</td> </tr> <tr> <td>i</td> <td>GST Regn. No.</td> <td></td> <td>Yes / No</td> </tr> <tr> <td>j</td> <td>Since when the applicant has been in this business. (Provide documentary proof)</td> <td></td> <td>Yes / No</td> </tr> <tr> <td>k</td> <td colspan="2">Has the applicant, or any constituent partner in case of partnership firm, ever been debarred/black-listed/suspended/banned for tendering by any University/PSU banks/ Govt. organisation at any time? If so, give details or Declaration as per Section-VIII.</td> <td>Yes/No</td> </tr> <tr> <td>l</td> <td colspan="2">Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.</td> <td>Yes/No</td> </tr> <tr> <td>m</td> <td colspan="2">Bank Guarantee</td> <td>Yes/No</td> </tr> <tr> <td>n</td> <td colspan="2">Commercial Registration</td> <td>Yes/No</td> </tr> <tr> <td>o</td> <td colspan="2">Certificate of Fitness</td> <td>Yes/No</td> </tr> <tr> <td>p</td> <td colspan="2">Road Permit</td> <td>Yes/No</td> </tr> <tr> <td>q</td> <td colspan="2">Full Insurance</td> <td>Yes/No</td> </tr> <tr> <td>r</td> <td colspan="2">ESI</td> <td>Yes/No</td> </tr> <tr> <td>s</td> <td colspan="2">EPF</td> <td>Yes/No</td> </tr> </tbody> </table>		Sl. No.	Details of document		Proof attached (plz. ✓/tick)		Particulars	Information		a	Registration/License No. of Travel Agency		Yes / No	b	Ownership/Partnership Certificate No.		Yes / No	c	Particulars of major work/experience in Govt. Organization in the last three years, if any (Enclose separate sheet having Description, Name of the organization, Order No. & Date, Value of work, Date of commencement of work, Date of completion of work, Quantity, Satisfactory Completion Certificate etc.)		Yes / No	d	Latest Income Tax Return	<table border="1"> <tr> <td>2015-16</td> <td>Rs.</td> </tr> <tr> <td>2016-17</td> <td>Rs.</td> </tr> <tr> <td>2017-18</td> <td>Rs.</td> </tr> </table>	2015-16	Rs.	2016-17	Rs.	2017-18	Rs.	Yes / No	f	Annual turnover of the firm for last three financial years in the form of CA's Certificate /Last three years Audited Balance Sheet & Profit and Loss Accounts	<table border="1"> <tr> <td>2015-16</td> <td>Rs.</td> </tr> <tr> <td>2016-17</td> <td>Rs.</td> </tr> <tr> <td>2017-18</td> <td>Rs.</td> </tr> </table>	2015-16	Rs.	2016-17	Rs.	2017-18	Rs.	Yes / No	g	Bank Account No. of the firm Bank Name & Branch		Yes / No	h	Income Tax Permanent Account No.(PAN)		Yes / No	i	GST Regn. No.		Yes / No	j	Since when the applicant has been in this business. (Provide documentary proof)		Yes / No	k	Has the applicant, or any constituent partner in case of partnership firm, ever been debarred/black-listed/suspended/banned for tendering by any University/PSU banks/ Govt. organisation at any time? If so, give details or Declaration as per Section-VIII.		Yes/No	l	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.		Yes/No	m	Bank Guarantee		Yes/No	n	Commercial Registration		Yes/No	o	Certificate of Fitness		Yes/No	p	Road Permit		Yes/No	q	Full Insurance		Yes/No	r	ESI		Yes/No	s	EPF		Yes/No	
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6.	Any other relevant information considered necessary but not included above.																																																																																														

The details as above furnished are correct and true. I/we undertake to produce original documents of the above information for verification as and when called for.

☞ **Note:** Self-attested photo-copies of above for proof should be attached by the bidder alongwith the tender failing which their quotation will be summarily rejected.

Date: _____

Place: _____

Authorised signatory

Full Name :

Designation :

(Office seal)



SECTION –VI

Schedule of Hiring Charges
PROFORMA FOR FINANCIAL BID

MONTHLY HIRE BASIS (Time : 0800 hrs. to 1900 hrs.)

PART-1 (A) (AC Vehicles)

Make & Year of manufacture of the Commercial Vehicle	Rate for vehicle with Driver and fuel up to 2500 kms. per month for 300 hrs.	Rates per additional hour beyond 300 hrs.	Rates per additional kilo metres beyond 2500 kms.
Tata Sumo, Scorpio, Mahendra Bolero or equivalent	In figure: _____	In figure: _____	In figure: _____
	In Words: _____ _____	In Words: _____ _____	In Words: _____ _____

PART-1 (B) (Non-AC Vehicles)

Make & Year of manufacture of the Commercial Vehicle	Rate for vehicle with Driver and fuel up to 2500 kms. per month for 300 hrs.	Rates per additional hour beyond 300 hrs.	Rates per additional kilo metres beyond 2500 kms.
Tata Sumo, Scorpio, Mahendra Bolero or equivalent	In figure: _____	In figure: _____	In figure: _____
	In Words: _____ _____	In Words: _____ _____	In Words: _____ _____

PART-1 (C)

The rates for providing vehicle for 24 hrs. (round the clock) along with driver on monthly basis. (as mentioned at Part-1 (A & B) above)			
<u>AC Vehicles</u>		<u>Non-AC Vehicles</u>	
In figure: _____	In Words: _____	In figure: _____	In Words: _____
_____	_____	_____	_____

- Note:
1. Rates should be quoted in both figures and words for the above mentioned vehicles.
 2. Rates quoted shall be inclusive of all taxes and levies but its rate & percentage should be separately desired on every Bill. GST will be reimbursed on production of documentary proof for remittance.
 3. Presently one-two vehicles are required for monthly hire basis. The actual number of Vehicles to be hired will be decided by the MGAHV at the time of awarding the work. The actual deployment may vary from time to time depending on the work schedule, MGAHV's policy, intensity of maintenance and interruption duties and developmental activities etc. The additional requirement for a short period to meet the 'Peak Operational requirement' if any on day to day basis is also to be met with at the same rate quoted for regular work. The number of such requirement is not anticipated in this tender but may not exceed 25% of the above estimated quantity.

Date: _____

Place: _____

Authorised signatory

Full Name :

Designation :

Address :

Contact No. :

(Office seal)

Schedule of Hiring Charges
PROFORMA FOR FINANCIAL BID

DAILY HIRE BASIS
PART-2 (A) (AC Vehicles)

Sl. No.	Type of Vehicle	Name of vehicle	For 5 hrs & 40 kms.	For 10 hrs & 80 kms.	Nagpur Airport Pick/ Drop	For 12 hrs & 200 kms.	Rates per additional kilometres	Rates per additional Hour
1	Hatch back (Tata Indica, Swift, i10, i20, Wagon-R or equivalent)							
2	Sedan (Honda City, Indigo, Swift Dezire, Ertiga, Etios or equivalent)							
3	MPV (Tata Sumo, Mahendra Bolero, Scorpio, Tavera or equivalent)							
4	SUV (Toyota Innova, Qualis, or equivalent)							

PART-2 (B) (NON-AC Vehicles)

Sl. No.	Type of Vehicle	Name of vehicle	For 5 hrs & 40 kms.	For 10 hrs & 80 kms.	Nagpur Airport Pick/ Drop	For 12 hrs & 200 kms.	Rates per additional kilometres	Rates per additional Hour
1	Hatch back (Tata Indica, Swift, i10, i20, Wagon-R or equivalent)							
2	Sedan (Honda City, Indigo, Swift Dezire, Ertiga, Etios or equivalent)							
3	MPV (Tata Sumo, Mahendra Bolero, Scorpio, Tavera or equivalent)							
4	SUV (Toyota Innova, Qualis, or equivalent)							

- ☞ Note:
1. Rates should be quoted in both figures and words for the above mentioned vehicles.
 2. Rates quoted shall be inclusive of all taxes and levies but its rate & percentage should be separately desired on every Bill . GST will be reimbursed on production of documentary proof for remittance.
 3. The number of Vehicles to be hired will be as and when required basis depending upon the programmes of MGAHV.

Date: _____

Place: _____

Authorised signatory

Full Name :

Designation :

Address :

Contact No. :

(Office seal)

SECTION –VII

DETAILS OF MAJOR CONTRACTS

Details of major Contracts with Central Government Departments, State Government Departments, Universities, Academic Institutions or Colleges, PSUs, Nationalized Banks, Reputed Private Firms handled by the tendering Agency for providing hiring of taxi services during the last three years in the following format (attested copies of the last three years work award may be enclosed):

Sl. No	Details of client alongwith address, Telephone/Mobile numbers and mail IDs	Amount of Contract (Rs. in Lakh per year)	Duration of Contract	
			From	To
1.				
2.				
3.				

(If the space provided is insufficient, a separate sheet may be attached)

Date: _____

Place: _____

Authorised signatory

Full Name :

Designation :

Address :

Contact No. :

(Office seal)

SECTION – VIII

DECLARATION

(To be given on Company/Firm's Letter Head)

1. "I/we..... hereby declare that the tender document submitted has been downloaded from the website www.hindivishwa.org and no additional/deletion/ correction has been made in the Performa downloaded. I also declare that I have enclosed a D.D. No..... Dated.....for `..... towards the cost of tender document alongwith Technical Bid".
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), schedule(s), etc.}, which form part of the Contract Agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The Corrigendum(s), if any, issued from time-to-time by MGAHV 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/entirely.
5. I/we do hereby declare that our firm has not been blacklisted/debarred by any Central/State Govt. Department/University/Public Sector undertaking etc.
6. I/we do hereby declare that Proprietor or any Partner of the firm or Director of the firm/Company as the case may be has no relation with any employees working in MGAHV.
7. I/we certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then MGAHV shall without giving any notice or reason therefore or summarily reject my/our bid or terminate the Contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit/Performance Security Deposit absolutely.

In case at any stage, it is found that the information given above is false / incorrect, MGAHV, Wardha shall have the absolute right to take any action as deemed fit/without any prior intimation.

Yours faithfully,

(Authorised Signatory with Official Seal)

Date :/...../2018

Place :

SECTION – IX

AGREEMENT FOR VEHICLE HIRE

This Agreement is made on this _____ day of _____ 2018 between M/s. _____ (hereinafter called the Contractor whose term includes its successors and assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized officer/official Sh. _____ Designation _____, and Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Post Hindi Vishwavidyalaya, Gandhi Hills, Wardha-442001 (Maharashtra) (herein after called the MGAHV whose term includes its successors and assignees) whose registered office is situated at near Trimurti Nagar, Punjabrao Colony, Wardha-442001 and acting through its authorized officer/official Sh. _____ Designation _____. The Contractor will provide Commercial vehicles on hire basis at MGAHV, Wardha for official use on the terms and conditions herein contained, and rates as mentioned in Appendix-I. The “Contractor” has deposited ₹ _____ (Rupees _____ Only) 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:

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, 2016 year model, on the rates accepted as described in schedule vide Section VI 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 MGAHV, Wardha .

1. 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.
2. The authorities of MGAHV 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.
3. The Contractor agrees with the MGAHV, Wardha 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.
4. Contractor will provide vehicles to MGAHV not older than year January, 2016 model, and registered for the commercial purpose only and taxes; comprehensive insurance etc. due on such vehicles shall be the liability of the Contractor.
5. The Contractor should provide the particular model or make of vehicle as agreed upon in the Contract. The MGAHV only reserves the right to substitute it with another similar vehicle. If

for any reason whatsoever the MGAHV is not happy with the condition of the vehicle provided, the Contractor's 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 the MGAHV then the MGAHV 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.

6. Contractor will submit bills to the Store & Purchase and Transport Department of MGAHV on monthly basis for release of payment by MGAHV.
7. 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/ MGAHV officials. On the basis of these duty slips, the bills shall be raised to MGAHV by the Contractor.
8. If the Contractor fails to provide the vehicle to MGAHV and if the service is not found satisfactory enough, the MGAHV shall have the right to terminate the Contract in whole or part as per of Tender Document.
9. 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 as per Clause 8 (I) of Section-IV of Tender Document.
10. In the event of failure on the part of Contractor to supply vehicles as mentioned in the preceding paragraph, penalty as per Clause 8 (I) of Section-IV of Tender Document shall be imposed.
11. 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. MGAHV shall have no liability whatsoever.
12. The Tender Document, which is annexed to this Agreement, part and parcel of this Agreement and integral part of this Agreement.
13. 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. MGAHV will not be liable for any loss, damages, etc. suffered/ to be suffered by Contractor or third party as the case may be.
14. If for any reason the MGAHV 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 the MGAHV 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.
15. 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 the MGAHV against all such liability.
16. The vehicles shall carry accessories like tool kit, Stepney (spare tyre), consumable spares, rain coat, umbrella, torch light, first-aid-box, fire-extinguisher, tissue paper, etc. which are to be

arranged by the Contractor and vehicles shall be fitted with a name board of the Institute in the front as:

ON DUTY

“MAHATMA GANDHI ANTARRASHTRIYA HINDI VISHWAVIDYALAYA”

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.
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 Registrar, MGAHV, Wardha. 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 the Registrar, MGAHV Wardha or by whatever designation such officers, may be called (hereinafter referred to as the said officer) and if the Registrar, MGAHV Wardha or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the Registrar, MGAHV Wardha 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 the MGAHV to enforce any of its rights under this Agreement it shall be in the legal jurisdiction of MGAHV where the vehicle has been hired and not the place where the Contractor has his registered office.

Signed

Signed

For and on behalf of the MGAHV, Wardha

For and on behalf of the Contrac

Name (in Capital letters): _____

Name (in Capital letters): _____

Position: _____

Position: _____

Date: _____

Date: _____

In the presence of Witnesses

In the presence of Witnesses

1. _____

1. _____

2. _____

2. _____

Note: *This is a Draft Agreement. The final Agreement shall be prepared after award of work in consultation of Legal Advisor of the MGAHV.*

SECTION –X

FORM OF PERFORMANCE SECURITY BOND

1. In consideration of MGAHV, Wardha (here in after called the MGAHV, Wardha) having agreed to exempt _____ (here in after called the said Contractor from the demand of Security Deposit/Earnest Money of ₹ _____ on production of Bank Guarantee/Demand Draft for ₹ _____. For the due fulfilment by the said Contractors of the Terms & Conditions to be contained in an Agreement in connection with the Contract for supply of _____ we, (name of the Bank) _____ (herein after referred to as “the Bank”) at the request of _____ Contractor’s do hereby undertake to pay the MGAHV, Wardha an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the MGAHV, Wardha reason of any breach by the said Contractor’s of any of the Terms & Conditions contained in the said Agreement.
2. We (indicate the Name of the Bank) _____ do here by undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the MGAHV, Wardha stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the MGAHV, Wardha reason of breach by the said Contractor’s of any of Terms & Conditions contained in the said Agreement or by reason of the Contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the MGAHV, Wardha in these accounts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____ (Rupees _____ Only).
3. We the said Bank further undertake to pay to the MGAHV, Wardha any money so demanded notwithstanding any dispute(s) raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating there to, our liability under the present being absolute and equivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.
4. We (indicate the Name of the Bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of 18 Months from date herein and further agrees to extend the same from time to time (One year after) so that it shall continue to be enforceable till all the dues of the MGAHV, Wardha, under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Registrar, MGAHV, Wardha on behalf of MGAHV Wardha certifies that the Terms & Conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.
5. We (indicate the name of the bank) further agree with the MGAHV, Wardha that the MGAHV, Wardha shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the Terms & Conditions of said Agreement or to extend time of performance by the said Contactor(s) from time-to-time or to postpone for any time-to-time any of the powers exercisable by the MGAHV, Wardha against the said any Contractor(s) and to forbear or enforce any of the Terms & Conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, and or any omission on the part of the MGAHV, Wardha or any indulgence by the MGAHV, Wardha to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by MGAHV, Wardha in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ₹_____ (Rupees_____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Date the ____ day of _____ 2018.

For _____

(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper duly notarised, stamped in accordance with the Stamp Act.
