

THE GAUHATI HIGH COURT AT GUWAHATI

(The High Court of Assam, Nagaland, Mizoram & Arunachal Pradesh)

NOTICE INVITING TENDER

Dated Guwahati the 20th November, 2013

Sealed quotations affixing Court fee of Rs.8.25 (Non-refundable) are invited from reputed Transport Service Providers for providing Staff Transport Services to and from the Gauhati High Court (Principal Seat), Guwahati, offering best possible price and quality in prescribed format at Annexure I, II and III. Offers made should be the best/lowest rate as applicable to Government Departments, Government Companies, Public Sector Undertakings etc.

Quotations complete in all respect along with processing fee of Rs.1000.00 (Non-refundable) by way of Bank Draft, in favour of the Registrar General, Gauhati High Court, Guwahati, should reach the undersigned on or before 20th December, 2013 during office hours (10.00 AM to 4.30 PM).

1. OPERATIONAL REQUIREMENT / OTHER SPECIFICATIONS:

- a) Five (05) Non-AC Coaches of minimum 48 seating capacity for routes at Sl.No. i. to v. below,

One (01) Non-AC Coach of minimum 15 seating capacity for route at Sl.No. vi. below and

One (01) Non-AC Coach of minimum 30 seating capacity for route at Sl.No. vii. below for transportation of staff of the Gauhati High Court (Principal Seat) as per following routes with an objective to reach Gauhati High Court, Guwahati by 10.00 AM on all office days and leave Gauhati High Court, Guwahati by 4.45 PM during the months of November-March and by 5.15 PM during the months April-October.

Route No.	Routes
i.	Basistha Chariali-Super Market-Dispur-Ganeshguri-G.S.Road-Ulubari-B.Barooah Road-High Court and BACK
ii.	Khanapara-Ganeshguri-Zoo Road-Chandmari-Guwahati Club-Baruwari-High Court and BACK
iii.	Hatigaon-Ganesh mandir (Ganeshguri)-Jatia-Odalbakra-Lalganesh-Sonaighuli-Kalapahar-Gymkhana Chariali-Rehabari-Paltan Bazar-Panbazar-High Court and BACK
iv.	Lankeswar-7 th Mile-Jalukbari Chariali-Adabari-Maligaon-Bharalumukh-

	Panbazar-High Court and BACK
v.	Narengi-Noonmati-Chandmari-High Court and BACK
vi.	Gorchuk (National Highway)-Datalpara-Ganeshpara-Dhirenpara-Ambari Tiniali-Fatashil Bazar-Bharalumukh-High Court and BACK
vii.	Joypur-Kharghuli-Uzan Bazar-High Court and BACK

b) **Type of Coaches** : Non-AC coaches with comfortable high back seat, adequate cushioning and in good condition, neat and clean and meeting all regulatory/mandatory requirements - these are subject to inspection as part of technical evaluation before acceptance of the bids and further inspection during the contract period.

c) The rates quoted must be valid for a minimum period of 90 days from the date of opening of price bids. **The contract will be initially for a period of one year and extendable for further periods of one year at a time**, at mutually agreed terms & conditions. The accepted rates as per contract shall remain firm for two years, in other words, no escalation / variation will be considered during the period of the contract, except and limited to the basic fuel price variation as below:

Fuel price variation clause / formula: This will be applicable only if the variation in fuel price is beyond 10% of the basic fuel price as of date of contract. The actual price variation per km will be worked on 4.5 km / per litre of Diesel for minimum 37 seater Non-AC coach and 4 km / per litre of Diesel for minimum 48 seater Non-AC coach.

Rate change per km =
$$\frac{\text{New fuel price} - \text{old} / \text{basic fuel price per litre}}{4.5 \text{ km (less than 48 seater) or } 4 \text{ km (minimum 48 seater)}}$$

The Base Price will be determined on the existing rate on the date of commencement of agreement.

The decision of the Gauhati High Court regarding modification etc. of the above shall be final and binding.

2. **PENALTIES :**

- a) **Liquidated damages** : Timely delivery is the essence of the Contract. In case of delay in delivery, liquidated damages would be charged at the rate of Rs. 500 of the particular trip. Fine and penalty for violating traffic rules / breaking signals or over speeding shall be borne by the transport service provider and in case staff is delayed due to this, penalty of Rs. 500/- of the particular trip shall be deducted from the outstanding bill.
- b) In case of delayed/failure to provide transport on any account, the Gauhati High Court reserves its right to make alternative arrangements from other sources and all expenses for such arrangements shall be recovered from the transport service provider apart from non-payment of the failed trip. In case it is found that condition of the coaches is externally or internally deteriorated, the Gauhati High Court reserves the right to levy a penalty of Rs. 500/- per day per coach if the condition of the coaches is not set right within 10 days of bringing to the notice of the service provider.

It is clarified that transport service provider will not be paid for the trip not operated during Bandh, etc. and or as per the instructions given by Gauhati High Court for non-operation of trip for security reasons or otherwise and no penalty shall be imposed for such missed/not operated trips.

- c) The Gauhati High Court further reserves the right to cancel the Service Order in the event of repeated delayed services/unsatisfactory services and to issue a fresh Service Order on any other source at the cost and risk of the tenderer and forfeit the Security Deposit of the Service provider.

3. **PRE-REQUISITE/ PRE-QUALIFICATION CRITERIA :**

The tenderer/service provider must fulfill the following minimum requirements & conditions to qualify for the consideration:

- i) **Turnover** - The service provider must have a minimum turnover of Rs. 30 (thirty) lacs per annum during the last three financial years i.e. 2010-11, 2011-12 & 2012-13 and the financial results must be supported by documentary proof i.e. annual accounts, income tax returns etc.
- ii) **Experience** - The tenderer/service provider must have an experience of at least three years in providing transport services / being in the transport business. Please attach the list of clients/institutional customers to whom the services have been provided. Also attach the credentials and service certificates, if any, in support of same.
- iii) **Fleet** - The tenderer/service provider must have a fleet of seven coaches as per the requirements and specifications mentioned below, out of which, 05 coaches must be in a seating capacity range of minimum 48 seater, 01 coach of approx 15 seater capacity and one of approximately 30 seater capacity. The seating capacity of the coaches shall be decided based on Registration Certificate.
- iv) **Model/Ageing** - The coaches should not be older than five years (05 Years) as per registration with RTO and as on the date of publication of this tender Notice.
- v) **Registration** - The coaches commercially registered with RTO, Kamrup, Guwahati (not any other city) should be in the name of Company, partnership firm, the Owner/proprietor as the case be of the Transport Service Provider. If the vehicle offered is registered in the name of any of the partner in case of partnership firm, the partnership Deed must specify and authorize that partner to provide the vehicles for such services on behalf of partnership firm. Similarly, in case of service provider being a private limited/limited Company, and if the vehicle offered is registered in name of any of Director/s , The Board Resolution must specify and authorize the said Director to provide the vehicles for such services on behalf of the company. Offered vehicles should not be registered in sister concern's name.

Please provide complete documentary support in respect of above to meet and satisfy the Pre-requisite criteria. The tenderer/service provider not meeting any of the above pre-requisites/pre-qualifications criteria need not apply and if applied, will be subject to rejection.

4. OTHER TERMS AND CONDITIONS :

- (i) **Tenderers are requested to furnish details of fleet owned and operated with Model; Registration Number in their quotation failing which such offers may not be considered. Please attach photocopy of the Registration Certificate of the fleet owned by your firm along with Technical Bid A. Vehicles offered for hiring should be commercially registered with RTO, Kamrup, Guwahati. The tenderers will promptly respond to any clarification sought by the Gauhati High Court and if required, make available the vehicles for inspection.**
- (ii) **The Successful bidder cannot sub- contract the service to any other third party.**
- (iii) **Positioning of the vehicle:** The Transport Service Provider will have to position the vehicle in time for pick up of the staff to and from decided destination. Staff is to observe their office timings hence pick up and drop has to be accordingly scheduled.
- (iv) **The Transport Service Provider should be in a position to meet our additional requirements of vehicles at short notice. Transport Service Provider shall provide the vehicle accordingly without fail and delay. In the event of break down or non-availability of vehicle for any reason whatsoever, immediate similar substitute arrangement will have to be provided by Transport Service Provider failing which all expenses incurred by the Gauhati High Court for ferrying its staff, from the place of such break down, shall be borne by Transport Service Provider and recovered from Transport Service Provider's bills.**
- (v) **HELP DESK:** The Transport Service Provider should have proper office with minimum two telephones/Fax manned round the clock, so that they can be contacted at any time. Tenderer should give their office and residential telephone number, cell number/contact person(s) name in their quotation.
- (vi) **REPRESENTATIVE :** The Transport Service Provider shall depute a designated representative with mobile phone to coordinate and liaise with the Gauhati High Court for movement and facilitate transportation.
- (vii) **The essence of the contract will be qualitative/satisfactory services. Any complaint on account of unsatisfactory services, vehicles or drivers will be liable for two warnings and thereafter the penalty would be levied as defined in clause 5 of the tender documents and if no improvement observed, the contract will be liable for termination on account of unsatisfactory performance.**
- (viii) **The Transport Service Provider shall be liable for any damages or legal consequences arising from any delay caused by the Transport Service Provider in transporting the staff. The Transport Service Provider shall keep the Gauhati High Court indemnified against any or all damages arising out of such delay.**
- (ix) **The Transport Service Provider shall comply with all the laws, rules and regulations applicable to him in respect of his staff and the vehicles and any breach thereof shall render the contract liable to cancel.**
- (x) **The driver and the attendant must be in Transport Service Provider's company uniform with the name prominently displayed on the uniform and well conversant with the routes. He should also be provided with photo identity card by Transport Service Provider and shall show the same on demand to Gauhati High Court Security and Administration department. All the Drivers must have appropriate & valid Heavy Vehicle driving license for operating the vehicles.**

- (xi) The Transport Service Provider must ensure proper safety of the vehicles and staff by providing a driver who is not tired/unwell/intoxicated and has not done extended duties beyond 16 hours.
- (xii) In the event of any dispute arising out of this contract with the party, the decision of the Registrar General, Gauhati High Court shall be final and binding on the party.
- (xiii) The Transport Service Provider shall ensure availability of fuel in all vehicles at all times.
- (xiv) The Contractor will also be subject to the printed general terms & conditions and the operational agreement to be signed between Gauhati High Court and the service provider (a draft agreement is available for reference at the end of this NIT) enclosed herewith, wherever applicable.
- (xv) All tenders should be duly signed and stamped and rates should be clearly shown in figures as well as in words. In case of any correction, it should be signed and stamped. Rates given should be complete and in full in all respects and no charges will be entertained once tenders submitted. The rate quoted must include all charges for maintenance of vehicle, fuel & oil, driver / staff salary and expenses, parking charges etc.

In the event of any disputes arising out by any way or interpretation of any of the terms & conditions thereof the same shall be referred to the Registrar General, Gauhati High Court or an officer to be nominated by him whose decision shall be final and binding on both the parties.

5. **PAYMENT** : Payment will be made in 30 days from the date of receipt of Invoices along with supporting documents for the undisputed amount. For the same, the consolidated invoices for the service provided for the calendar month will have to be submitted on a monthly basis at the beginning of the subsequent month.

6. **SECURITY DEPOSIT & SERVICE AGREEMENT** :

For smooth operation of the service, the successful bidder will be required to sign an agreement of services, specifying all the terms and conditions of services to be rendered, as mutually agreed upon by both the parties to the contract, before commencing the services. The successful bidder will also be required to furnish a Bank Draft/Pay Order/Bank Guarantee in favour of the Registrar General, Gauhati High Court on any Scheduled Bank in Guwahati, equivalent to Rs. 50,000.00 (Rupees fifty thousand) only, as **Security Deposit**, at the time of signing the operational agreement. The Security Deposit shall not bear any interest and shall be refunded after three months of commencement of the service by the successful bidder. Effective validity of the service contract shall be considered from the date on which the agreement is signed.

7. **TERMINATION CLAUSE** : 90 days Notice from Service provider and 30 days from the Gauhati High Court.
8. Your quotation shall also be rejected in case of the following:-
- Quotation received after due date.
 - Quotation received by fax.
 - Quotation received unsigned.
 - Quotation received without processing fee.
 - If you do not have any PAN OR PF No.

NOTE: Registrar (Administration), Gauhati High Court reserves the right to accept or reject, in part or whole, any or all tenders received without assigning any reasons whatsoever.

Sd/-
REGISTRAR (ADMINISTRATION) I/C

Memo No.HC.III.32/2012/4914-4919/G dated 20.11.2013

Copy to-

- The Registrar (Vigilance), Gauhati High Court, Guwahati, for information.
- The Registrar -cum- Principal Secretary to Hon'ble the Chief Justice, Gauhati High Court, Guwahati, for information.
- The Deputy Registrar (Finance), Gauhati High Court, Guwahati, for information.
- ✓ The Systems Analyst, Gauhati High Court, Guwahati. *He is requested to upload the quotation notice along with the detailed terms and conditions etc in the Gauhati High Court website.*
- The C.A. to the Registrar General, for information.
- High Court Notice Board.

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REGISTRAR (ADMINISTRATION) I/C

20.11.13

ON TENDERER'S LETTER HEAD

CERTIFICATE

To,

The Registrar (Admn),
Gauhati High Court,
Guwahati-1.

Sir,

Sub: CERTIFICATE FOR ACCEPTANCE OF TERMS & CONDITIONS, SPECIFICATIONS OF
THE TENDER Dated :20.11.2013, Due On 20.12.2013 for providing Staff Transport
Services at Gauhati High Court, Guwahati.

It is certified that we have studied and understood the terms and conditions of the tender
for Providing Staff Transport Services at Gauhati High Court, Guwahati.

AUTHORISED SIGNATORY
COMPANY SEAL

THE GAUHATI HIGH COURT AT GUWAHATI
(The High Court of Assam, Nagaland, Mizoram & Arunachal Pradesh)

ANNEXURE-II

TECHNICAL BID FORM – PART A

Tender No.,

Dated:

Sub: Tender inviting quotation in two-bid system (Technical and Price Bid) for Providing Staff Transport Services at Gauhati High Court, Guwahati.

1	Name of Contract	Tender for providing Staff Transport Services at Gauhati High Court, Guwahati.	
2	Name of the Bidder / Co.		
3	Complete Address of the bidder/Co.		
4	Telephone No. / Mobile No./ Fax No. /Email ID		
5	Name of Contact Person & mobile.		
6	Whether copy of latest electricity bill of bidder / Co. enclosed as proof of 3 above.	YES / NO	
7	Whether processing fee of Rs.1,000.00 is enclosed (Original DD/ Cash receipt must be enclosed).	YES / NO	Details of DD/BC.
8	Whether Tenderer is having 3 yrs experience in the similar business. Note- A list of clients together with the order copies and/or Balance Sheet & Profit & Loss A/c be enclosed in support of experience.	YES / NO	

9	Whether Tenderer is having an average turnover of Rs.30,00,000/- per year for last three F/ys, i.e. 2010-11, 2011-12, 2012-13 . Self-Certified copy of ITR, Balance Sheet, Profit & Loss A/c duly verified by Chartered Accountant to be enclosed in support.	YES / NO	2010-11: Rs..... 2011-12: Rs..... 2012-13: Rs.....		
10	Whether self-attested copy(s) of Income Tax Returns for last 3 (three) Financial Years-2010-11, 11-12, 12-13 enclosed.	YES / NO	2010-11: 2011-12: 2012-13:		
11	Whether self-attested copy(s) of Profit & Loss a/c for last 3 (three) Financial Years - 2010-11, 2011-12, 2012-13 enclosed in support of proof for Turnover.	YES / NO	2010-11: 2011-12: 2012-13:		
12	Indicate your Service Tax Regn. No. and Enclose copy of the Registration Certificate.	YES / NO			
13	Certificate accepting all the terms and conditions of the tender on the bidder's letter head in the format as given at Annexure- I.	YES / NO			
14	Whether details of institutional Customers enclosed. (Optional)	YES / NO			
15	PAN OR PF NO. (Please attach photo copy)	YES / NO			
16	Whether all types of taxes, considered/ applicable i.e. VAT, Service Taxes, Insurance, etc. included in the price bid.	YES / NO			
17	Are you already doing business with Gauhati High Court under some other name? If so, what name?	Yes/No			
18	Have your company been Black Listed by any agency. If yes, please give details.	Yes / No	If yes, details.		

19	Details of Offered Vehicles.				
S.No	<u>Make/Model</u>	<u>Engine No.</u>		<u>Chassis No.</u>	
(i)					
(ii)					
(iii)					
(iv)					
(v)					
(vi)					
(vii)					
(viii)					

Undertakings : To be agreed & signed by the tenderer(s)

1. It is confirmed that we have the capability & capacity to provide the services for which we have quoted rates as per terms & conditions of the tender.
2. It is also confirmed that we have carefully gone through and have understood and hereby agree to abide by all the Terms & Conditions and Specifications governing the tender.
3. It is also confirmed that I am authorized to sign the tender documents and the information given is true and correct to the best of my knowledge and belief and nothing material is concealed.
4. It is also confirmed that the documents attached in support and details filled in are correct and nothing is concealed.

Signature: _____

Name & Designation: _____

Co. Name & Seal: _____

Date: _____

Place: _____

THE GAUHATI HIGH COURT AT GUWAHATI
(The High Court of Assam, Nagaland, Mizoram & Arunachal Pradesh)

PRICE BID FORM – PART B

Tender No. :, dated :, Due Date:

Staff Transport – Non A/C Coaches :- Total Coaches required 07 as below:

Minimum 48-Seater capacity Coaches : 05 Coaches
Minimum 30-Seater capacity Coach : 01 Coach
Minimum 15-Seater capacity Coach : 01 Coach

1	Name of Contract	Providing Staff Transport Services at Gauhati High Court, Guwahati.		
2	Name of the Bidder / Co.			
3	FINANCIAL OFFER FOR PROVIDING STAFF TRANSPORT SERVICES :			
Sr. No.	Description / Coaches Offered	Fuel	Rates per km. (in Rs.) or fixed rate	Service Charge/ Tax , if any
i)	Small Coach (minimum 15 seats)	Diesel		
ii)	Small Coach (minimum 30 seats)	Diesel		
iii)	Big Coach (minimum 48 seats)	Diesel		

IMPORTANT NOTES :

4. THE SELECTION OF TENDERER WILL BE DECIDED AS UNDER:
- a) The bidders should fill up all the fields of the Table above.
 - b) In case price is not relevant to a given field of the Table, or has been included in the total price, the same should be entered as "Not applicable" or "Included in the Basic Price" as applicable.
 - c) Excise duty, Sales Tax, VAT, Octroi, transportation costs, transit insurance, etc. must be clearly indicated with the percentage thereof (as and where applicable).
 - d) Unconditional discount, if any, should be clearly indicated.
 - e) Any other cost to be borne by Gauhati High Court should be clearly indicated.

5. THE SELECTION OF TENDERER WOULD BE DECIDED INDEPENDENTLY BASED ON THE TENDERER COST WITH ALL THE TAXES.
6. UNCONDITIONAL DISCOUNT, IF ANY, MAY BE INDICATED SEPARATELY, AND WOULD BE ADJUSTED FROM THE QUOTED PRICE.
7. CONDITIONAL DISCOUNT, IF ANY, WILL NOT BE CONSIDERED FOR DECIDING SELECTION OF TENDERER.
8. THE TENDERERS ARE ADVISED TO ENSURE THAT THE PRICES AND OTHER DETAILS ARE FILLED IN CORRECTLY AND COMPLETELY IN THE ABOVE FORMAT. SUBMISSION OF INCORRECT OR INCOMPLETE INFORMATION, AND / OR SUBMISSION OF THE ABOVE FORMAT WITH ARITHMETICAL ERRORS IN COMPIATION OF THE DATA WOULD BE AT THE TENDERER'S SOLE RISK AND THE DECISION OF GAUHATI HIGH COURT IN SUCH CASES WOULD BE FINAL AND BINDING.
9. BIDDERS SHOULD NOT ATTACH ANY LETTER TO THIS SHEET / ANNEXURE.

10. CERTIFICATION BY THE BIDDER :

- 10.1 It is certified that the above quoted rates are in conformation to the above mentioned clauses from 4 to 9.
- 10.2 It is also certified that there are no hidden costs to 'Gauhati High Court, Guwahati' over and above the price as indicated above.
- 10.3 It is agreed that the benefit of reduction in statutory govt. taxes/ levies, if any, arising during the term of the contract, if awarded in our favour, would be passed on to 'Gauhati High Court, Guwahati'.
- 10.4 The rates quoted / agreed shall remain firm for two years contract period.

Signature : _____

Name & Designation : _____

Co. Name & Seal : _____

Date : _____

Place : _____
