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Government of Jharkhand

Request for Qualification (RFQ)

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Request for Proposal (RFP)

For

**Selection of Service Provider for Supply, Operation
& Maintenance of Bus Services under
Vishwavidyalaya Mahila Bus Sewa scheme in
Jharkhand.**

**KOLHAN UNIVERSITY
CHAIBASA**

[21/04/2018]

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GLOSSARY:-

The words and expressions beginning with capital letters and defined in this RFQ cum RFP document shall, unless repugnant to the context, have the meaning ascribed there to herein.

DISCLAIMER

The information contained in this Request for Qualification cum Request for Proposal document (**the “RFQ cum RFP”**) provided to Bidder (s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder (s) on the terms and conditions set out in this RFQ cum RFP and such other terms and conditions subject to which such information is provided.

This RFQ cum RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder (s) or any other person. The purpose of this RFQ cum RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFQ cum RFP. This RFQ cum RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the supply of Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ cum RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ cum RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ cum RFP and obtain independent advice from appropriate sources.

Information provided in this RFQ cum RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ cum RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ cum RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update,

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amend or supplement the information, assessment or assumptions contained in this RFQ cum RFP.

The issue of this RFQ cum RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the provision of Services and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Open - Tender Process.

1. INTRODUCTION

1.1 Brief Description

1.1.1 The Department of Higher, Technical Education and Skill Development (DHTE&SD), Government of Jharkhand/University/Colleges, (the “Authority” or “Client”) intends to hire a Service Provider to supply, commission, operate and maintain diesel fuelled 51/41/36 seater buses (“Bus Service”) under “Vishwavidyalaya Mahila Bus Sewa” scheme in Jharkhand. The objective of the scheme is to facilitate female students living in far-flung places in Jharkhand to commute easily to and from the universities and colleges located in Jharkhand. The scheme will ensure maximum participation of female candidates in higher education and help in reducing drop-outs by female students in the state educational institutions..The Scope of Services is to be provided as per terms as set out at Appendix III. Details of schemes is available in **Appendix VI**.

The different categories (each referred to as the “Category”) of Buses for which the financial offer is sought is spelt out in the table below:-

S.N	Category of Bus	Quantity ¹	Fuel
1.	51 Seater Non AC Bus	13	Diesel
2	41 Seater Non AC Bus	Diesel
3	36 Seater Non AC Bus	Diesel

Scheme shall be implemented in :- Following women’s colleges in Kolhan University, Chaibasa.

- Constituent Women’s Colleges:-1. Women’s College, Jamshedpur 2. GSCW. Jamshedpur 3.Mahila College, Chaibasa 4. Model Mahila College, Kharsawan
- Affiliated Women’s Colleges :- 1 B.D.S.L College, Ghatshila
- Minority Women’s Colleges:- Nil
- PG Departments of Universities of Jharkhand:- P.G.Center, Kolhan Universtiy, Chaibasa

¹To be incorporated prior to issue of tender document

Scope of Services shall interalia include the following :-

- Supply, commissioning, operation & maintenance of diesel fuelled built buses of following categories for education institution in state of Jharkhand.
- The Service Provider has to obtain and renew all the permit/licences required to providing Bus Service in education institutes in Jharkhand.
- The service provider shall be required to comply with all the latest provisions of the Motor Vehicle Act 1988 (MVA) as amended from time to time, the rules notified the Tender , and other statutory and legal requirements as applicable on the date of delivery/ registration of Buses, commencement of service and during the period of contract. The service provider shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act,1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time to time, wherever applicable and shall also indemnify Authority from and against any claims under the aforesaid Act and the Rules.

- 1.1.2 The Authority is undertaking a single stage competitive Open-Tender process, wherein bidder shall be required to comply the technical qualification criteria as set in the Technical Bid evaluation process, for being eligible for opening of its financial bid for selection for provision of Services in terms hereof and more particularly the Contract.
- 1.1.3 The Authority is conducting an open competitive Open-Tendering Process on the website www.Kolhanuniversity.ac.in in accordance with the procedure set out herein and the related Instruction available online on the said Website. The Authority shall award the purchase Contract to the selected successful bidder in accordance with the provisions of this RFQ cum RFP.
- 1.1.4 The Bidders shall submit the Technical and the Financial Bids as per the instructions of the Open-Tendering system as set out herein and on the Website.
- 1.1.5 The selected Bidder (s) shall be required to execute a Contract which will encompass the complete scope of work. The terms of the contract (“**Contract**”) to be entered between the Service Provider and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.6 The scope of work will broadly include description of Services in conformity to the terms here of, details set out under Appendix III [Scope of Services], and more particularly under the Contract.
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- 1.1.7 The Contract shall set forth the detailed terms and conditions for the mentioned services required to be provided by the Selected Bidder, including interalia, the obligation to install, test, commission, and maintain during continuance of services at the sites subject to and in accordance with terms of the Contract.
- 1.1.8 The statements and explanations contained in this RFQ cum RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFQ cum RFP and should not be construed or interpreted as limiting in any way or manner the obligations of the service provider set forth in the Contract or the Authority's rights to amend, alter, change, supplement or clarify the terms governing the services, to be awarded pursuant to this RFQ cum RFP. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQ cum RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.9 The Authority shall receive online Bids pursuant to this RFQ cum RFP in accordance with the terms set forth in this RFQ cum RFP and other documents to be provided by the Authority pursuant to this RFQ cum RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"). All Bids shall be prepared and submitted in accordance with such terms on or before the time and the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.1.10 The Bidder can be a single entity. Combination of entities coming together as a consortium is not eligible for submission of the Bid hereunder. It shall be mandatory for the Bidders to get itself registered with the e-procurement portal i.e. <https://www.kolhanuniversity.ac.in>, for obtaining user ID and password, in accordance with the procedure specified in the E-RFQ cum RFP Notice, to participate in this RFQ cum RFP. The Bidder shall also be required to ensure and procure that its authorized signatory shall have been issued by competent authority in India, valid Digital Signature Certificate (DSC).
- 1.1.11 Any Bidder which has been barred by the [Central/ State Government, or any entity controlled by it,] from participating in any related procurement process, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid hereunder. Further, a Bidder whose contract for Bus Service is terminated on account of non-performance there under in the last three years shall be ineligible to submit its bid hereunder

1.2 Brief description of Open-Tender Process

- 1.2.1. The Authority has adopted a single-stage Open-tendering process (the “**Open-Tender Process**”) to be conducted on the Website, for selection of most competent Bidder for award of the mentioned services. Under the Open-Tender Process, Bidders are required to familiarize themselves with the instructions available on the Website in relation to online submission of their Bids. All Bidders shall be required to upload scanned copies of the documents comprising the Technical Bid (“**Technical Bid**” OR “**Qualification Bid**”), and the Financial Bid on the electronic platform, in the format set out at Appendix II). In the first step of opening and evaluation of online bids, the Qualification Bids of all Bidders shall be evaluated so as to determine whether they are responsive in terms of Clause 3.2.1 and thereafter the scores shall be allocated to the responsive Technical Bid in accordance with terms hereof to shortlist the bidders who comply with the technical qualification criteria pursuant to their Technical Bid evaluation; for opening, evaluation and marking of their Financial Bids on the electronic platform. The Financial Bid is invited in the specified enclosed format in terms of rate for a month for Bus Service (“**Monthly Rate**”) sought by the Bidder for each Category of Bus, subject to and in accordance with terms hereof, for supply, operation and maintenance of the Bus in terms hereof and more particularly the Contract. Based on the evaluation of the Financial Bid Rate quote of the Qualified Bidders, the lowest Financial Bid Rate Quote in respect of each Category shall, subject to terms of this tender document shall be the lowest bidder [“**Lowest Bidder**”] for that relevant Category. Normally, the Lowest Bidder shall be the successful Bidder selected for provision of Services in respect of that Category.
- 1.2.2. The Bid shall be valid for a period of not less than 120 (One Hundred and Twenty) days from the Bid Due Date.
- 1.2.3. The Bidding Documents includes the draft General Conditions of Contract, Special Conditions of Contract and related Appendices. Subject to the provisions of Clause 2.1.4, the aforesaid documents and any addenda issued subsequent to this RFQ cum RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4. In terms of the RFQ cum RFP, a Bidder is required to submit, along with its Bid, a bid security equivalent to an amount of Rs. [REFER NIT] as the Bid Security (“**Bid Security**”) for each category of Bus service the bidder submits its bid for. The Bid Security will be refundable, not later than 180 (One Hundred and Eighty) days from the Bid Due Date except in the case of the Selected Bidder(s) whose Bid Security shall be retained till it has provided a Performance Security under the Contract. The Bidders will have to provide Bid Security in the form of a Bankers Cheque or Demand Draft, drawn on any Scheduled Commercial bank of India, and in favor of “**REGISTRAR, KOLHAN UNIVERSITY, CHAIBASA**” payable at **CHAIBASA**. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The scanned copy of the financial instrument used to furnish Bid Security shall be uploaded on the Website and the original Bid Security shall be physically submitted at the
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Authority's address given at clause 2.1.3 by the time set out in respect thereof at Open- Tender Schedule at clause 1.3.

- 1.2.5 The Bidders are required to carry out, at their cost, such due diligence as may be required for submitting their Bids for award of the Services, in accordance with the terms and conditions of the Contract.
- 1.2.6 Financial Bid: Separate Rate quote are invited for rendering Services for each Category of Bus Service under Vishwavidyalaya Mahila Bus Sewa Scheme ("VMBSS") that Bidder chooses to submit Bids for , on the basis of the Monthly Rate quote (to be made in words and figures) to be made by Bidder for providing Bus Service in terms hereof and particularly the Contract. The Bidder shall submit its Financial Bid online in the format provided at Appendix II: Format for Financial Bid.

Bidder may refer office order dated 05.07.2017 regarding scheme in Annexure - following information related to VMBSS for quoting the financial bid.

It is clarified that, Bidder should take into account the following while submitting its Bid :-

- Bidder shall quote the Monthly Rate (excluding fuel cost incurred for the services) sought from the Authority in respect of each category of Bus for which Bidder submits its Bid, for undertaking supply, commissioning, operation & maintenance of diesel fuelled built buses of required categories for education institution in state of Jharkhand.
- University/Institution/Client shall reimburse the cost of diesel basis the actual consumption there of solely for provision of Services in accordance with terms hereof and particularly the Service Contract. Mileage for each category of buses has been determined by the client, and the same is enumerated at APPENDIX V . Such respective mileage shall be used to determine the variable cost to be reimbursed to the operator in accordance with the terms hereof and particularly under the contract.
- Details of schemes is available in APPENDIX VI.

In this RFQ cum RFP, the term "**Lowest Bidder**" in respect of the relevant Category of Bus shall mean the Bidder complying the technical qualification criteria pursuant to Technical Bid evaluation and quoting the lowest Rate (as determined under the terms of the Financial Bid format appended herein) in respect of provisions of Services for that Category of Bus.

- 1.2.7 Generally, the Lowest Bidder in every Category shall be the Selected Bidder for that Category.
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1.2.8 Further and other details of the process to be followed and the terms there of will be spelt out in the Bidding Documents.

1.2.9 Any queries or request for additional information concerning this RFQ cum RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.1.3 The envelopes/ communication by fax or email shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: Selection of Service Provider for Supply, Operation & Maintenance of Bus Services under Vishwavidyalaya Mahila Bus Sewa scheme”.

1.3 Schedule of Open-Tender Process

The Authority shall endeavor to adhere to the following schedule. However the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.

Event Description	Date
Issue of Bidding RFQ cum RFP	21/04/2018
Pre-Bid Meeting	N/A
Last Date for seeking clarification	10/05/2018
Last Date of Issuing Amendment (if any)	-----
Bid Submission [Start Date and Time]	21/04/2018
Bid Submission End Date and Time -- “Bid Due Date”	11/05/2018 at 2:00PM
Submission of specified Documents of Technical Bid[as required in terms hereof] in Physical Form at Authority’s address given at clause 2.1.3 hereof	11/05/2018 up to 2:00PM [<i>at least one day after Bid Due Date</i>]
Offline Opening of Technical Bids	14/05/2018 at 2:00PM [<i>same day as just above</i>]
Offline Opening of Financial Bids	Will be informed later on, after the evaluation of Technical Bids [only to Bidders who qualify the Technical Evaluation, and are eligible for opening of Financial Bids]
Issue of Letter to Selected Bidder	[. To be informed to selected contractor]

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 A Bidder(single entity) shall submit only 1 (one) Bid. A Bidder shall not be eligible to participate simultaneously as an individual bidder and as a member of any Consortium for the purposes of this RFQ cum RFP.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFQ cum RFP, but defined in the Contract shall have the meaning respectively assigned thereto in the Contract.
- 2.1.3 The Bidding Documents can be obtained from the addresses specified herein below upon making payment of prescribed Document Fee of INR [²] and obtaining receipt thereof. Alternatively, the document can also be downloaded from www.kolhanuniversity.ac.in, free of cost initially; however, in such case the Document Fee shall be payable in the form of a demand draft/banker's cheque, the scanned copy thereof to be uploaded on Open-tender Website as part of Technical Bid, while the original to be submitted in physical form at below given address by the time set out in respect thereof at Open- Tender Schedule at clause 1.3 above.

REGISTRAR
KOLHAN UNIVERSITY,CHAIBASA
Attn:-WEST SINGHBHUM-833202
Tel:- 9931512348
Email- vckolhanuniv@gmail.com
Fax:-

For avoidance of doubt, it is clarified that the Bid shall be submitted online on or before the Bid Due Date at the electronic platform available on the Website.

- 2.1.4 Notwithstanding anything to the contrary contained in this RFQ cum RFP, the detailed terms specified in the Contract [i.e GCC and SCC] shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.
- 2.1.5 The Qualification Bid shall be uploaded on Website as per formats provided in Appendix-I of this RFQ cum RFP:

²Tender document price.

- ANNEXURE A : Letter comprising the Bid
ANNEXURE B : General Information of Bidder
ANNEXURE C : Power of Attorney for Signing of Bid
ANNEXURE D : Technical Capacity of Bidder
ANNEXURE E : Financial Capacity of Bidder
ANNEXURE F : Bid Checklist

The Qualification Bid shall besides the aforesaid formats include [Supporting Documents, Document Fee and Bid Security, scanned copies whereof is to be uploaded on Website and original of Authorization (if applicable), Instrument of Document Fee and Bid Security, Power of Attorney to be submitted physically in original to Authority's designated address.

2.1.6 The Financial Bid Rate (s) shall be submitted online in the format available on Website, which is enclosed as reference at Appendix-II hereto; clearly indicating the offered price amount in both figures and words subject to and in accordance with terms hereof. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. Only one Financial Bid shall be submitted.

2.1.7 **Registration by Bidders**

- (a) Each Bidder will be required to register itself on <https://www.kolhanuniversity.ac.in> which is the Web. Each Bidder shall procure a User ID and password for submitting the Bid. The registration so obtained by the Bidder shall be valid for one year from the date of registration.
 - (b) Only registered Bidders, who meet the eligibility criteria's, will be eligible to participate in this Open-Tender. A manual to facilitate in the registration process is provided at the Website.
 - (c) Each of the Bidders' authorized signatory shall have a valid Digital Signature Certificate issued by any of the certifying authorities.
 - (d) Each of the Bidders shall safely keep their User ID and password, which will be issued upon registration on the Website, and which is necessary for participating in the Open-Tender Process.
 - (e) The Bidders shall not disclose their User ID as well as password and other material information relating to the Bidding Process to any one and safeguard its secrecy.
 - (f) The Bidders are advised to change their password immediately on receipt from the
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Web site.

- 2.1.8 As mentioned in Clause 1.2.4 above, the Bidder shall submit a Bid Security in accordance with the provisions of this RFQ cum RFP.
- 2.1.9 The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 180 (One Hundred and Eighty) days from the Bid Due Date.
- 2.1.10 The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, authorising the signatory of the Bid to commit the Bidder.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12 All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13 The Bidding Documents including this RFQ cum RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return any Bid or any information provided along therewith.
- 2.1.14 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Open-Tender Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (“**Damages**”). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Open-Tender Process, if:
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- a) The Bidder or its Associate and another Bidder, or Associate have common controlling share holders; or
- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder has the same legal representative for purposes of this Open-Tender as any other Bidder; or
- d) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- e) a Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Open-Tender Process is engaged by the Bidder, or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Open-Tender Process.

Explanation:

For purpose of this RFQ cum RFP, the experience of Associate shall not be allowed to be relied on, for purposes of qualification. For the purposes of this RFQ cum RFP, term Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "Control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly of more than 50% (Fifty percent)of the voting shares of such person, and with respect to a person which is a company or corporation, the power to direct the management and policies of such person, by operation of law.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their technical-qualification hereunder, the following shall apply:

- (a) A Bidder shall only be an individual legal entity who meets the eligibility criteria specified herein..

2.2.2 Minimum Eligibility Criteria

I. To be considered as technically qualified for short listing for opening of Financial Bid, a Bidder shall fulfill the following minimum eligibility criteria (the "**Minimum Eligibility Criteria**") respectively set out in the table below:

- a) For demonstrating technical capacity and experience (the “**Technical Capacity**”), and the Financial Capacity (“**Financial Capacity**”), the Bidder shall be required to demonstrate the following technical and financial capacity, over the period of three years immediately preceding the Bid Due Date:

S. No.	Technical /Financial Criteria
I	Technical Capacity -
A	<p>Bidder Should have, in the last three years immediately preceding the Bid Due Date, successfully provided Bus Service to Government Departments, or Private Companies or Public Sector Companies or Banks or Education Institution or City Bus Service; and have at least provided these services to of aforesaid client/s , supplying , operating and maintaining [.³] number of Buses.</p> <p>Or ,</p> <p>Bidder shall be in Transport Business of ownership operation & maintaining [.⁴] number of Buses in the last three years immediately preceding the Bid Due Date.</p> <p>Note:- Work Order/Completion certificate/Certified documents in support of past contracts with Government Departments, Private Companies, Public Sector Companies/ Banks, Education Institution, City Bus Service , giving details confirming year and place of activity. Letter of incorporation of business. Copy of RTO Registration of required buses.</p>
II	Financial Capacity –
A	<p>a) The bidder should have minimum Average Annual Turn over of an amount equivalent to INR []⁵from Transport Business , in the last three financial years immediately preceding Bid Due Date.</p> <p>Note:- Bidders having Average Annual Turnover less than prescribed threshold shall notwithstanding anything to the contrary contained herein,</p>

³Number should not be less than 60% of bus required by university.

⁴Number should not be less than 60% of bus required by university.

⁵Turn over requirement to be stipulated. It should not be less than 50 % of total contract value.

	<p>not be eligible for any further evaluation under this Open- Tender Process</p> <p>For purposes hereof, the term “Transport Business” would mean business of heavy passenger motor vehicle or medium passenger motor vehicle or light motor vehicle carriage.</p> <p>Supporting Documents to be uploaded : CA/Statutory Auditor {embossing its name, signature, stamp and membership number} certificate duly supported by audited Financial Statement/Annual Accounts stamped by authorized signatory of Bidder and also by aforesaid CA/Auditor</p>
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, each Bidder shall comply the technical eligibility criteria as above shall be the qualified bidders(Qualified Bidders), who shall be eligible for opening and evaluation of their Financial Bid in accordance with terms hereof.

- b) The Bidder shall provide the information’s in respect of its Financial Capacity as per the format set out at Annexure E of Appendix I hereof.

2.2.3 In case the annual accounts/Financial statement for the last financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, certified by the statutory auditor/CA in accordance with Clause 2.2.5. In such a case, the Bidder shall provide the audited annual accounts/Financial statement for the three financial years preceding the latest financial year for which the audited annual accounts/Financial statement is not being provided.

2.3 The Bidder as the case may be shall ensure that the scanned copies of all documents to be uploaded on the website is digitally signed by the authorized representative of the Bidder in whose name the power of attorney has been executed.

2.4 Cost of Bidding

2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Open-Tender Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Open-Tender Process.

2.5 Verification of information and Services Requirements

2.5.1 Bidders are encouraged to submit their respective Bids after ascertaining for themselves the Applicable Laws, applicable permits and regulations, and any other matter considered

relevant by them for being selected for undertaking the services under the Contract [if awarded in terms here of].

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 here in above necessary and required for submitting an informed Bid, execution of the services) in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract; and
- f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the RFQ cum RFP or the Open-Tender Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to accept and to reject any or all Bids

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ cum RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder not will it affect any rights of the Authority there under.

2.6.2 Not with standing anything contained in this RFQ cum RFP, the Authority reserves the right to accept or reject any Bid and to annul the Open-Tender Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.6.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (a) to choose the Selected Bidder in accordance with Clause 3.3.5 and 3.3.6; or
- (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Open-Tender Process.

2.6.4 In case it is found by Authority during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the Minimum Eligibility Criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOI or entering into of the Contract, and if the Bidder has already been issued the LOI or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

B. DOCUMENTS

2.7 Contents of the RFQ cum RFP

2.7.1 This RFQ cum RFP comprises the Disclaimer set forth here in above, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 2.9.

Invitation for Bids

Section 1.	Introduction
Section 2.	Instructions to Bidders
Section 3.	Evaluation of Bids
Section 4.	Fraud and Corrupt Practices

Section 5.	Pre-Bid Conference
Section 6.	Miscellaneous
Section 7.	Payment Terms
Section 8.	Time Period of Contract

Appendices

I Formats for Qualification Bid

ANNEXURE A.	Letter comprising the Bid
ANNEXURE B.	General Information of Bidder
ANNEXURE C.	Power of Attorney for Signing of Bid
ANNEXURE D.	Technical Capacity Submission Format
ANNEXURE E.	Financial Capacity
ANNEXURE F.	Checklist

II. Indicative Format for Financial Bid

III. Scope of Services

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the Bidding Documents including the RFQ cum RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.9. They should send in their queries before the date mentioned in the schedule of Open-Tender Process specified in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein. The responses will be given on e-mail and hoisted on the Website.
- 2.8.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
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2.9 Amendment of RFQ cum RFP

- 2.9.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQ cum RFP by the issuance of an addendum (“**Addendum**”).
- 2.9.2 Any Addendum issued here under will be uploaded on the Website.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and signing of Bid

- 2.10.1 The Bidder shall provide all the information sought under this RFQ cum RFP. The Authority will evaluate only those Bids that are uploaded and received in the required formats and complete in all respects.
- 2.10.2 The Bid enclosures shall be digitally signed by the authorized signatory of the Bidder on each document , and uploaded on the Website in accordance with terms hereof and as per the instructions given on the Website. Bidders are advised to visit the website on regular basis to keep itself abreast of all latest information’s in respect of and/or in connection with this RFQ cum RFP.

2.11 Uploading of Bids Online, and Certain Enclosures to be submitted in Physical Form

2.11.1

I. Online Bids :-

- a) Technical Bid: The Bidders will be required to uploading scanned copy of documents (as per clause III below) establishing that it meets the Minimum Eligibility Criteria; and shall also submit (besides uploading) in physical form certain supporting documents (mentioned in Clause 2.11.1 (II) below) at the Authority’s address set out at clause 2.1.3 above. Technical Bid must not contain any information relating to Financial Bid. Bidders submitting bids for more than one category of Bus services, may submit only one technical Bid for all three but separate financial bids, Bid Security for each category of Bus services.
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- b) **Financial Bid:** The Financial Bid is invited in the specified enclosed format [set out at Appendix II: Format for Financial Bid] in terms of Monthly Rate sought by the Bidder for each Category of Bus, for supply, operation and maintenance of the Bus in terms hereof and more particularly the Contract. Based on the evaluation of the Financial Bid Rate quote of the Qualified Bidders, the lowest Financial Bid Rate Quote in respect of each Category shall, subject to terms of this tender document shall be the Lowest Bidder for that relevant Category. Normally, the Lowest Bidder identified for a Category shall be the successful Bidder selected for provision of Services in respect of that Category.

II. Supporting Documents to be submitted offline in physical form

The Bidder shall besides uploading scanned copies of the following on the Website, also submit original of the following documents offline in sealed envelope at Authority's office address set out at clause 2.1.3 no later than the time specified in clause 1.3 hereof :

- (i) Bid Security
- (ii) Original Power of Attorney (ies)(including in respect of Lead member (if applicable) duly stamped and notarized by Public Notary.
- (iii) Document Fee [if bidding Documents downloaded and not purchased physically]

III. The Bidder shall upload scanned copy of the following documents online on the Website:

- a. Letter comprising the Bid (Appendix – I - **ANNEXURE A**);
 - b. General Information of Bidder (Appendix – I - **ANNEXURE B**)
 - c. Power of Attorney for signing of Bid in the prescribed format (Appendix – I - **ANNEXURE C**);
 - d. Bid Security
 - e. Technical Capacity of the Bidder (Appendix – I - **ANNEXURE D**);
 - f. Financial Capacity of the Bidder (Appendix – I - **ANNEXURE E**);
 - g. Bid Checklist (Appendix – I - **ANNEXURE F**);
 - h. Receipt of Document Fee [if purchased from designated address of Authority] OR Document Fee instrument [if bidding document downloaded].
 - i. Authorization [in case Bidder being a Consortium]
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- j. Supporting Documents demonstrating fulfillment of Minimum Eligibility Criteria as per clause 2.2.2 hereof.

2.11.2 The Bidder shall submit its Financial Bid online on the Website by submitting its quote in figure and words in the format specified on Website and enclosed herein for ready reference at Appendix – II.

2.11.3 The documents set out at Clause 2.11.1 (II) shall be placed in an outer envelope, which shall be sealed. The Envelope shall clearly bear the following identification:

“Selection of Service Provider for Supply, Operation & Maintenance of Bus Services under Vishwavidyalaya Mahila Bus Sewa scheme” and shall clearly indicate the name and address of the Bidder.

2.11.4 The envelope shall be addressed to and submitted as per the details set out in Clause 2.1.3 of the RFQ cum RFP and deposited in the Box placed by Authority in this regard.

2.11.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

2.11.7 Documents set out at Clause 2.11.1 (II) if submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.12 Bid Due Date and Time

2.12.1 Bids should be uploaded on or before the Bid Due Date at the electronic platform in the manner as detailed in this RFQ cum RFP.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

Online Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected. Further, the Supporting Documents enumerated at Clause 2.11.1 (II), which is also required to be submitted in physical form (besides being uploaded) shall mandatorily be required to be submitted as per the timelines given in schedule set out at clause 1.3 hereof and in the event of any delayed submission, the Bid shall be liable for summary rejection.

2.14 Contents of the Bid

- 2.14.1 The Qualification Bid for the mentioned services shall be uploaded online in the formats provided under Appendix – I.
- 2.14.2 The Financial Bid shall be furnished online in the format at Appendix – II.
- 2.14.3 The Service Provider will generally be awarded to the Lowest Bidder.
- 2.14.4 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFQ cum RFP.
- 2.14.5 The proposed Contract shall be deemed to be part of the Bidding Documents.

2.15 Modifications/ Substitution/ Withdrawal of Bids

- 2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, as per the process set out in E-RFQ cum RFP Notice⁶. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Rejection of Bids

- 2.16.1 If any Bid received by the Authority is found not digitally signed and/or not accompanied by the Bid Security as specified in Clause 2.1.8, it may be summarily rejected.
- 2.16.2 Notwithstanding anything contained in this RFQ cum RFP, the Authority reserves the right to reject any Bid and to annul Open-Tender Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids hereunder.
- 2.16.3 The Authority reserves the right not to proceed with the Open-Tender Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

⁶E- NIT to be enclosed setting forth the Website related functional details adopted by GOJ or its agency

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 120 (One hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Open-Tender Processor is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Open-Tender Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFQ cum RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.20 Bid Security

2.20.1 The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security of unsuccessful Bidders shall be refundable not later than 180 (One Hundred and Eighty) days from the Bid Due Date.

2.20.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.3 Save as provided in Clause 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Open-Tender Process is cancelled by the Authority.

2.20.4 The Selected Bidder(s)' Bid Security will be returned, without any interest, upon the Bidder

furnishing the Performance Security in accordance with the provisions thereof.

- 2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFQ cum RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6 The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents, or otherwise, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFQ cum RFP;
 - (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFQ cum RFP and as extended by the Bidder from time to time;
 - (c) In the case of selected Bidder(s), if it fails within the specified time limit -
 - (i) to sign, accept and return the duplicate copy of Letter of intent (“LOI”);
-

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall before opening the online Bid submissions, check the physical submissions as set out at clause 2.11.1 (II) to determine if they are submitted as per the requirements of this RFQ cum RFP. In the event the physical submissions of Bidders as set out at clause 2.11.1 (II) are determined to be in compliance with terms hereof, then Authority shall open the online submitted Qualification Bid of only such Bidders, at the time and date set out in clause 1.3 hereof, in the presence of the Bidders who choose to attend. For avoidance of doubt, it is clarified that, Bidders whose physical submissions are not in compliance with terms hereof, shall be rejected and their online Bids shall not be opened for evaluation.

3.1.2 The Authority will subsequently examine and evaluate the Qualification Bid in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Qualification Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Qualification Bid.

3.2 Tests of responsiveness

3.2.1 As part of the evaluation of Qualification Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFQ cum RFP. A Bid shall be considered responsive only if:

- (a) it is received as per the format at Appendix – I;
- (b) it is received by the Authority on or before the specified time on the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
- (c) it is uploaded as per the instruction issued hereunder and in the E- RFQ cum RFP Notice;
- (d) it does not contain any condition or qualification;
- (e) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Selection of Bidder

- 3.3.1 The Bidders considered as responsive in terms of Clause 3.2.1, shall be eligible for evaluation and marking of their online Technical Bid as per marks allotted and marking criteria set out at table in clause 2.2.2 above.
- 3.3.2 Pursuant to the evaluation of the Technical Bid Submissions of Bidders and marks allotted as per clause 2.2.2 above, the Bidders complying the technical qualifying criteria shall be the Qualified Bidders, who shall be eligible for opening of their Financial Bid. The time and place of opening of Financial Bid shall be intimated separately only to Qualified Bidders.
- 3.3.3 The Financial Bid of the Qualified Bidders would be opened and the Qualified Bidder quoting the lowest amount (quoted for each category as per Financial Bid format)for identification of the Lowest Bidder in respect of each Category, who shall be eligible to be selected for provision of the Scope of Services subject to and in accordance with the terms of the Contract.
- 3.3.4 In the event that 2(two) or more Qualified Bidders quote the same lowest amount(the “**Tie Bidders**”), then Authority may distribute work amongst Tie Bidders as per the allocation to be decided by the Authority in its sole and absolute discretion.
- 3.3.5 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance the Authority may in its sole and absolute discretion decide to ask the L2, L3..... (in that order) bidder to match the quote of L1 Bidder for selection of Lowest Bidder or may decide to annul the Bidding Process.
- 3.3.6 After selection , a Letter of intent (the “**LOI**”) shall be issued, in duplicate, by the Authority to the Selected Bidder(s) and the Selected Bidder(s) shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder(s) is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOI, and the next eligible Bidder may be considered.
- 3.3.9 After acknowledgement of the LOI as aforesaid by the Selected Bidder(s), it shall execute the Contract within the period prescribed in Clause 1.3. The Selected Bidder(s) shall not be entitled to seek any deviations in the Contract.
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4. **FRAUD AND CORRUPT PRACTICES**

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Open-Tender Process and subsequent to the issue of the LOI and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOI or the Contract, the Authority shall reject a Bid, withdraw the LOI, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Open-Tender Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 here in above and the rights and remedies which the Authority may have under the LOI or the Contract, if a Service Provider, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Open-Tender Process, or after the issue of the LOI or the execution of the Contract, such Service Provider shall not be eligible to participate in any tender or RFQ cum RFP issued by the Authority during a period of 2 (two) years from the date such Service Provider, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning here in after respectively assigned to them:
- a) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Open-Tender Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Open-Tender Process or the LOI or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute
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influencing the actions of a person connected with the Open-Tender Process);

- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Open-Tender Process ;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Open-Tender Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Open-Tender Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Open-Tender Process.

5. PRE-BID CONFERENCE& CLARIFICATIONS

- 5.1 Pre-bid conference of the Bidders shall be convened on [.] 2017 at Office of [.] wherein the inputs/feedback would be received from prospective bidders.
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6 MISCELLANEOUS

- 6.1 The Open-Tender Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Open-Tender Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/or cancel the Open-Tender Process and/or amend and/or supplement the Open-Tender Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations here under, pursuant here to and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
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7. PAYMENT TERMS

1. Payments shall be made to Service Provider against monthly Invoice submission. Service provider shall submit the Invoice containing following information:-
 - a. Registration number of each bus and type of bus deployed for Bus Service.
 - b. Kilometer travelled by each Bus rendering the service in the particular month as per the log book.
 - c. Total amount and applicable taxes.

2. Client shall provide annual increment of 5 % towards Monthly Rate.
3. For payment towards the reimbursement of diesel cost on actual consumption average price of diesel of the particular month shall be considered.

8. TIME PERIOD OF CONTRACT

The time period of contract for Bus Service shall be for 3 years.

**APPENDIX – I:
FORMATS FOR QUALIFICATION BID**

**ANNEXURE A
Letter Comprising the Bid**

Dated:

To

.....
.....
.....

Tel:

Fax:

Sub: Bid for Selection of Service Provider for Supply, Operation & Maintenance of Bus Services under Vishwavidyalaya Mahila Bus Sewa scheme

Dear Sir,

1. With reference to your RFQ cum RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Selection of Service Provider for **Selection of Service Provider for Supply, Operation & Maintenance of Bus Services under Vishwavidyalaya Mahila Bus Sewa scheme**.
 2. All information provided in the Bid and in the Appendices is true and correct.
 3. This statement is made for the express purpose of qualifying as a Bidder for **Selection of Service Provider for Supply, Operation & Maintenance of Bus Services under Vishwavidyalaya Mahila Bus Sewa scheme**.
 4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
 5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account what so ever.
 6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
 7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - b) I/ We do not have any Conflict of Interest in accordance with Clause 2.1.14 of the RFQ cum RFP;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ cum RFP, in respect of any tender or request for proposal issued by or any agreement entered into with any other public sector enterprise or any Authority, Central or State; and
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- d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ cum RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Open-Tender Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the **Selection of Service Provider for Supply, Operation & Maintenance of Bus Services under Vishwavidyalaya Mahila Bus Sewa scheme**, without incurring any liability to the Bidders, in accordance with Clause 2.6.2 of the RFQ cum RFP.
9. I/ We certify that in regard to matters other than security and integrity of the country, I/ we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the mentioned services or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/ We further certify that no investigation by a regulatory authority is pending against us or against any of our Directors/ Managers/ employees.
12. I/ We undertake that in case due to any change in facts or circumstances during the Open-Tender Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
13. We acknowledge that we fulfill the minimum eligibility on the basis of our Technical Capacity and Financial Capacity.
14. I/ We are an existing entity under relevant laws of India.
15. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Open-Tender Process itself, in respect of the mentioned services and the terms and implementation thereof.
16. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract in accordance with the Bidding Documents. We agree not to seek any changes in the
-

aforesaid Contract and agree to abide by the same.

17. I/We have studied all the Bidding Documents carefully and also understand that except to the extent as expressly set forth in the Contract, I/ we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
18. The Financial Bidhas been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ cum RFP; draft Contract, our own estimates of costs call volumes and after a careful assessment of the state and all the conditions that may affect the Bid.
19. The Bid Security in the form of a[.] is attached.
20. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the mentioned services are not awarded to me/us or our Bid is not opened.
21. I/We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFQ cum RFP.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

ANNEXURE B
GENERAL INFORMATION OF BIDDER

1.
 - a) Name:
 - b) Country of incorporation/constitution:
 - c) Address of the {corporate headquarters and its branch office (s)/ registered office}, if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in the mentioned services:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. The following particulars as per the table given below :-

Name of Bidder:

No.	Criteria	Yes	No
1.	Has the Bidder been barred/Blacklisted by the {Central/State} Authority, or any entity controlled by it, from participating in any provision of mentioned services.		

2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder's supply contract been terminated on account of deficiency in performance/supply, in the last 3 (three) years?		

6. A statement by the **Bidder** disclosing material non-performance or contractual non-compliance in past for mentioned services contract, related contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

ANNEXURE C
POWER OF ATTORNEY FOR SIGNING OF BID
(Refer Clause 2.1.10)

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. _____/ Ms. _____(Name), son/daughter/wife of _____and presently residing at _____, who is {presently employed with us and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for procurement, of [.] (“**Selection of Service Provider for Supply, Operation & Maintenance of Bus Services under Vishwavidyalaya Mahila Bus Sewa scheme**”) proposed or being developed [.] (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all agreement including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the mentioned services and/or upon award thereof to us and/or till the entering into of the Contract with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 20**.

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
 - *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
 - *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
 - *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*
-

ANNEXURE D
TECHNICAL CAPACITY OF BIDDER
(Refer to Clause 2.2.2 I (a) of the RFQ cum RFP)

For each category/combination of Contract defined in clause 2.2.2 I (a), (b) and (c) , separate sheet detailing the contract information's as per table below should be furnished :-

S.No	Client Name	Contract Price Received	Date of Start of Contract	Date of completion	No of Buses Supplied for Bus Service	Value Received during last 3 years preceding BDD
1.						
2.						
3.						
4.						
5.						

Note:-

1. Documents including interalia Copy of contract along with Client certificate and Statutory Auditor/CA certificate as per details enumerated in table set out at Clause 2.2.2 I(a) to be also uploaded.

ANNEXURE E
FINANCIAL CAPACITY OF BIDDER
(to be certified by the statutory auditor/CA)

(Refer to Clause 2.2.2 I (b) of the RFQ cum RFP)

S.No	Year	Annual Turn Over
1.		
2.		
3.		

Average Annual Turn Over = [.....]

Instructions:

1. The Bidder shall provide supporting documents interlaia including copies of the audited financial statements/annual accounts and CA/Statutory Auditor certificate subject to and in accordance with the terms of RFQ cum RFP.

Note:

For conversion of US Dollars to INR, the rate of conversion shall be the conversion rate as published by the International Monetary Fund for the relevant date on the date 60 (sixty) days prior to the Bid Due Date.

ANNEXURE F
BID CHECKLIST

S. No	Item	Checked by Bidder	Checked by Authority
1	Letter comprising the Bid (Appendix – I - ANNEXURE A);		
2	General Information of Bidder (Appendix – I - ANNEXURE B)		
3	Power of Attorney for signing of Bid in the prescribed format (Appendix – I - ANNEXURE C);		
4	Technical Capacity of the Bidder (Appendix – I - ANNEXURE D);		
5	Financial Capacity of the Bidder (Appendix – I - ANNEXURE E);		
6	POA for Lead Member – (Appendix I; Annexure G)		

APPENDIX – II: FORMAT FOR FINANCIAL BID
Financial Proposal(Refer Clause 2.1.6)

Dated:

Dear Sir,

1. With reference to your RFQ cum RFP document dated , I/we, having examined the Bidding Documents and understood their contents, and pursuant thereto, hereby submit my/our Financial Bid for the aforesaid mentioned services as per Scope of Services set out at Appendix III hereof and other terms of the RFQ cum RFP. The Bid is unconditional and unqualified.
2. Our itemized Financial Bid offer is setout in table below :-

Sl. NO	Category of Bus	Quantity ⁷	Monthly Rate (INR)	Mileage (Kilometer/Litre)
1	51 Seater Non AC Bus			3.5
2	41 Seater Non AC Bus			4.5
3	36 Seater Non AC Bus			5

Category 1: Quoted Monthly Rate for Bus Service is (in words)

.....

Category 2: Quoted Monthly Rate for Bus Service is (in words)

.....

Category 3: Quoted Monthly Rate for Bus Service is (in words)

.....

⁷To be filled in by University prior to publication of Document.

- Operation Day is University/Colleges- working days (approx. 180 days) in a year. However, actual days may vary at the instance of the Authority.
 - Monthly Rate quoted by bidder for each category respectively, is inclusive of all taxes except GST.
 - Details of schemes is available in **APPENDIX V**.
3. I/We agree to keep this offer valid for 120 (One Hundred and Twenty) days from the Bid Due Date specified in the RFQ cum RFP.
4. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents. By filling this Form online, we hereby irrevocably consent and agree to be bound by all the terms and conditions set out hereunder.

Note:-

The Bidder shall not quote in decimal or fraction and shall provide the quote both in figures and words. Further the quote in words shall take precedence over figures and shall be deemed as final.

- 1. Any conditional Bid shall be summarily rejected.**

Date:

Place:

Authorized Signatory Name:

Designation:

Company Seal:

APPENDIX III

SCOPE OF SERVICES [AND RELATED TERMS /CONDITIONS]

1. Background

[.]⁸, intends to hire a Service Provider to supply, commission, operate and maintain diesel fuelled 51/41/36 seater buses under “Vishwavidyalaya Mahila Bus Sewa” schemes. The objective of the scheme is to facilitate female students living in far-flung places in Jharkhand to commute easily to and from the government universities and colleges located in Jharkhand. The scheme will ensure maximum participation of female candidates in higher education and help in reducing drop-outs by female students in the state educational institutions. Details of scheme is available in **APPENDIX VI**.

2. General Requirement

1. Supply commissioning, operation & maintenance of diesel fuelled fully built buses of following categories for education institution in state of Jharkhand.

S.N	Category of Bus	Quantity	Fuel
1.	51 Seater Non AC Bus	13	Diesel
2.	41 Seater Non AC Bus	-----	Diesel
3.	36 Seater Non AC Bus	-----	Diesel

⁸Name of authority inviting bid.

2. Best fuel efficiency coupled with safety and comfort which shall be applicable in education institution.
3. Service provider shall submit detailed specs of offered Bus against each item / parameter, ensuring that offered Bus specs fulfil and or exceed all requirements.
4. The service provider will have to produce RTO Fitness certificate for each bus every year.
5. The Buses shall have Board of “Vishwavidyalaya Mahila Bus Sewa”.
6. Each buses shall be fitted with GPS device and. Responsibility of installation & maintenance of GPS device shall be with Service Provider and it should be function.
7. Deployed buses under above said schemes shall not be more than 3 years old and also the maximum life of plying buses shall not be more than 15 years.
8. The Registered Office or one of the Branch Offices is located in Jharkhand.
9. If registered office /Branch office of Bidder is not located in Ranchi, in that case Bidder shall provide an undertaking on letter head by authorized signatory that bidder shall open branch office in Ranchi within 2 months after issue of LOI
10. Buses to be available the scheduled time on the allotted stops
11. Buses to operate on pre-agreed routes (or daily roster whatever is applicable)

3. Technical Requirement

Service provider is expected to provide all items required for proper functioning of Buses in accordance with the best current practices and as per industry standards whether included in these specifications or otherwise. The buses shall be highly energy efficient and shall not contribute to pollution levels.

The following criteria shall be maintained strictly.

1. The vehicle should contain full Air Brake System
 2. Emergency Exits: All college buses shall have an emergency door on rear half of the bus on the right hand side or an emergency exit on the rear side of the bus. The lower edge of the emergency door shall be at the level of the bus floor and top edge shall be at the level of window upper edge.
 3. Vehicle Entry: The maximum height shall not be more than 400 mm from the ground.
 4. Storage Racks: Hat rack shall be provided on both side to store the belongings of college student such as bags, lunch box and water bottles.
 5. Door: Bus shall have total 3 doors comprising driver entrance, passenger entrance and emergency exit.
 6. The Back Rest of the seat should be high (i.e. Head Rest) to ensure the comfort of long distance passengers.
 7. Ventilation in Drivers Cabin to be provided for driving comfort.
 8. Rubber mounted split window to be provided
 9. One manually operated Jack Knife passenger door in middle position/front of the bus to be provided.
-

4. Technical Specification

1. Technical specification shall be standard as per manufacturer for required category.

5. Commencement of Service

1. The Buses shall be procured by the Service Provider as per the Technical Requirement and Technical Specifications as stipulated in scope of service of RFQ cum RFP document. The service provider shall get approval on bus from authority before commencement of service.
2. Service Provider shall start the service within 3 weeks from the issue of LOI.
3. The service provider shall ensure that the Bus Service is in operation from the Commercial Operations Date, unless otherwise agreed in writing by authority and subject to authority obtaining the required Applicable Clearances and Bus Permits.

6. Monitoring

1. Evaluation of Performance of Operator
The Authority shall review the performance of the Service Provider, based on three sets of parameters, indicated broadly as follows:-

Sl. No	Performance Parameter	Appraisal Time Period	Mode
1	Bus Maintenance	Monthly and Random Checking	Physical checking
2	Bus Service	Daily basis	Through GPS system connected with Central Control Centre and operations registers to be maintained by the Operator and inspected by the Authority.
3	Staff Behavior	Through random checking	Physical checking during operation hours, complaint call and letters from passengers.

7. Statutory Requirement, Compliance with Act Law

1. The service provider shall be required to comply with all the latest provisions of the Central Motor Vehicle Rules 1989 (CMVR), Motor Vehicle Act 1988 (MVA) along with any and all amendments there in and other statutory and legal requirements as applicable on the date of delivery/ registration of Buses/commencement of service /duration of contract with concerned transport authority.
2. The service provider shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time to time, wherever applicable and shall also indemnify Authority from and against any claims under the aforesaid Act and the Rules.
3. The service provider shall obtain a valid license/Permit under the aforesaid Act as modified from time to time before commencement of the contract and continue to have a valid Licence until completion of contract. Any failure to fulfil this requirement resulting in non-execution of the contract shall attract penal provisions/termination of the contract.
4. The service provider shall pay to labour employed by it directly or through his authorized network/ Service Provider the wages as per provisions of the aforesaid Act and Rules wherever applicable. The Contractor, shall notwithstanding provisions of contract to the contrary, because to be paid wages to labour indirectly engaged on the contract including any engaged by his authorized network/ Service Provider in connection with said contract, as if the labour had been immediately employed by him.
5. The service provider shall comply with provisions of aforesaid Act and Rules wherever applicable in respect of all labour directly or indirectly employed in the contract for performance of the service provider part of contract.
6. The service provider shall comply all Rule/Act/Regulation and Guidelines issued by Supreme Court of India or any other related regulatory bodies for college Buses wherever applicable in respect of operation of Bus Service in education institution.

8. Surprise Inspection and Visit.

University/Colleges may constitute a committee for effective monitor the implementation of VMBSS. Committee can authorize any of its member for surprise inspection of Bus Service and submit the report on quality of service, maintenance of buses, safety and security features, any other related service.

9. Roles, Responsibility and Obligation of Service Provider

The Service provider's role, responsibilities and obligations relating to the Bus Service are provided herein below:

1. The service provider shall supply, commission, operate, maintain and manage the Bus Service under "Vishwavidyalaya Mahila Bus Sewa" scheme for the entire Term, safely, reliably, economically and efficiently to the satisfaction of Authority.
 2. Obtain the Service Certificates from concern authority for all Buses that are used for providing Bus Service;
 3. Operate the buses only on the Route which have been allotted to the service provider by the Authority or any other agency delegated by the authority.
 4. The service provider agrees and confirms to cooperate with Authority or any other third party agency appointed by Authority for the purposes of establishing or operating any equipment, instruments or systems in the Buses or Project Facilities;
-

5. The service provider undertakes to comply with Applicable Laws in relation to the implementation of the service and rendering of Bus Service, at all times during the Term of the service provider contract;
 6. The service provider shall be responsible for all traffic violations made by the drivers during normal course of operation of Bus Services.
 7. The service provider shall at its own cost get all the necessary Applicable Clearances and Bus Permit (including any renewals) during the Term of this contract.
 8. The service provider undertakes to provide any and all equipment, fuel, consumable, machine or material that is required for the uninterrupted and continuous operation management and maintenance of the Bus Service.
 9. The Buses should be cleaned and sanitized before the commencement of first trip daily.
 10. Service provider shall enforce a dress code to driver or staff who shall be deployed in this project. Staff need to maintain proper neat and clean dress while coming to duty.
 11. The Service Provider shall take a comprehensive insurance policy that covers damage and losses at Bus (which shall include all movable & immovable assets, manpower, and any other liabilities). Authority shall not be liable for any claims related to Bus including but not limited to industrial safety, third party, fire & burglary, natural calamities etc.
 12. The service provider shall ensure that the Bus Service is operated and maintained so as to comply with the Service Standards set out in Bus Route Schedule. The service provider will be required to ensure that the Buses are maintained in a road worthy condition that would ensure safe operation of the Buses on the roads at all times. Also the service provider shall ensure that the operation and running of Buses is uninterrupted, continuous and is not suspended or stopped in any manner (except as permitted under the terms and conditions of the contract). The Service Provider shall maintain sufficient back up of buses for uninterrupted Bus Service. In the event of mechanical breakdown, Service Provider shall provide replacement vehicle of same capacity within one hour of such breakdown.
 13. The service provider shall hire all manpower for operation of uninterrupted bus service and will ensure that the employees, workmen, personnel and staff who are employed for the purposes of the implementation of the service have the necessary qualifications credentials & skill, as per Applicable Laws. The service provider shall be solely and exclusively responsible for all such employees, workmen, personnel and staff employed for the purposes of implementing the service. The service provider shall ensure that all personnel and staff are under constant supervision so as to provide the Bus Service in a safe manner.
 14. Service Provider shall deploy Woman Driver and Woman Conductor for VMBSS and age of the deployed staff shall not exceed 50 years. In case of unavailability of woman driver, Service Provider shall be given 1 year window to hire, train and deploy the substitutes. Authority may decide to terminate the contract in case bidder fails to on-board Woman Driver and Woman Conductor.. Service Provider shall provide the details of driver and conductor before commencement of Bus Service.
 15. Spares and after sales service: The service provider shall confirm adequate availability of spare parts and after sales services in Jharkhand for the Buses offered in the bid by furnishing an undertaking on their official letter head.
 16. Service Provider shall bear the cost of parking fee, toll charges, and any other similar levi.
 17. Buses deployed for VMBSS shall be encumbrance free, undisputed ownership & tax liability free.
 18. Any damages arising due to negligent driving, or accidents of the provided Buses on the street shall be the liability of the Service provider.
 19. Any fines levied by traffic police or any competent authority will be borne solely and directly by the Operator. The Authority shall have no liability in relation thereof.
-

20. Under no condition, any unauthorized person be allowed to board the bus during Bus Service.

10. Routes & Frequency of Buses

1. Authority deserves the sole right to develop, modify, from time to time, detailed operating plan for the Bus Service in accordance with which the Bus Service shall be operated. The Operating Plan will include:
 - a. Routes of Operation.
 - b. Frequency and daily schedule.
 - c. Bus stops on the assigned routes.
2. The Service provider shall ensure that the Buses are operated on the said Routes and at the stipulated frequency in accordance with scope of work. The service provider shall follow the calendar of education institution where service provider will be permitted for commencement of bus service.
3. Timing of bus operation would be as per standard day operation ie.[⁹] hrs per day and scheduling of bus services shall be done as per time table provided by Authority.
4. In case of any change in Routes or Schedule of Operation warrants additional buses, the same would be provided by the service provider at the same terms and conditions of this contract. It is agreed between the Parties that the Authority would pay the same charges as per the contract price for the additional buses at the same rate as quoted by the service provider for the Buses under this contract.

Schedule of Bus Service Route		
S.N.	Name of Institution/University	Bus Service Route

11. Log Book

1. University/Institution/Client shall nominate a resource who shall be in-charge of VMBSS. That nominated resource shall maintain and sign the log book on daily basis.
2. Log book will have the information of date, opening KM, closing KM, running KM, Signature & remarks (if any). Total distance in month shall be arithmetic sum of distance travelled in all working days.
3. Service Provider shall get the reimbursement of diesel on actual basis after referring the log book.

⁹Per day time

**APPENDIX IV
DETAILS OF BUS REQUIREMENT**

S.N	Name of Institution	Quantity of Buses Required

**APPENDIX V
SCHEDULE OF MILEAGE**

S.N	Category of Bus	Mileage (Kilometer/Litre)
1.	51 Seater Non AC Bus	3.5
2.	41 Seater Non AC Bus	4.5
3.	36 Seater Non AC Bus	5

**APPENDIX VI
SCHEME GUIDELINE**

झारखण्ड सरकार
उच्च, तकनीकी शिक्षा एवं कौशल विकास विभाग
(उच्च शिक्षा प्रभाग)

आदेश

संचिका संख्या-3/यो.1-05/2017(उ0श10)...../ रॉची, दिनांक

उच्च शिक्षा में गुणात्मक सुधार लाने एवं उसके सर्वांगीण विकास के लिए राज्य सरकार दृढ़ संकल्पित है।

2. वर्तमान में झारखण्ड राज्य का सकल नामांकन अनुपात 15.5 है जबकि राष्ट्रीय स्तर पर यह 24.5 है। जहाँ तक छात्राओं के सकल नामांकन अनुपात का प्रश्न है, वर्ष 2015-16 में राज्य के छात्राओं का नामांकन दर 14.8 है, जबकि राष्ट्रीय स्तर पर यह 23.5 है।

3. उच्च शिक्षा के क्षेत्र में राज्य का सकल नामांकन अनुपात वर्ष 2022 तक 32 प्रतिशत करने का लक्ष्य रखा गया है। इस लक्ष्य की प्राप्ति हेतु आवश्यक है कि छात्राओं के नामांकन दर में अपेक्षित वृद्धि दर्ज की जाय। राज्य सरकार इस दिशा में सतत प्रयत्नशील है।

4. छात्राओं के सकल नामांकन अनुपात बढ़ाने हेतु पूर्व से भी कई योजनाएँ क्रियान्वित की जा रही हैं यथा- मुफ्त में स्नातकोत्तर तक की शिक्षा, जिलों में महिला महाविद्यालय की स्थापना इत्यादि। कतिपय जिलों में अंगीभूत महिला महाविद्यालय तथा संबद्ध महिला महाविद्यालय स्थापित हैं। साथ ही राज्य सरकार द्वारा 11 नये जिलों में महिला महाविद्यालय की स्वीकृति भी दी गई है। महिला महाविद्यालय के आस-पास की छात्राएं तो इनमें पठन-पाठन का कार्य करती हैं किन्तु सुदूरवर्ती स्थानों पर रहनेवाली छात्राओं को दिन-प्रतिदिन कक्षा Attend करने में परेशानी होती है जिसकी वजह से बहुत सारी छात्राएं उच्च शिक्षा प्राप्त नहीं कर पाती हैं।

राज्य के विश्वविद्यालयों/महिला महाविद्यालयों में सुदूरवर्ती स्थानों में रहनेवाली छात्राएं पठन-पाठन का कार्य सुचारू रूप से कर सकें, इस उद्देश्य से "विश्वविद्यालय महिला बस सेवा" योजना प्रारम्भ करने का निर्णय लिया गया है।

5. इस योजना को राज्य के निम्न प्रकार के महिला महाविद्यालयों में प्रारम्भ किया जायेगा -

- (क) अंगीभूत महिला महाविद्यालय।
- (ख) संबद्ध महिला महाविद्यालय।
- (ग) घाटानुदानित महिला महाविद्यालय।

उक्त के अतिरिक्त विश्वविद्यालय स्तर पर स्नातकोत्तर की पढ़ाई में महिलाओं की भागीदारी बढ़ाने के उद्देश्य से विश्वविद्यालय स्तर पर भी बसों का परिचालन किया जायेगा।

6. इस योजना का लाभ प्राप्त करने हेतु विश्वविद्यालय तथा महिला महाविद्यालयों का चयन अपर मुख्य सचिव/प्रधान सचिव/सचिव, उच्च, तकनीकी शिक्षा एवं कौशल विकास विभाग की अध्यक्षता में गठित समिति द्वारा की जायेगी, जिसमें निम्नांकित सदस्य होंगे -

- (i) निदेशक, उच्च शिक्षा - सदस्य सचिव
- (ii) कुलसचिव, रॉची विश्वविद्यालय, रॉची
- (iii) कुलसचिव, विनोबाभावे विश्वविद्यालय, हजारीबाग
- (iv) कुलसचिव, सिदों कान्हू मुर्मू विश्वविद्यालय, दुमका
- (v) कुलसचिव, नीलाम्बर पीताम्बर विश्वविद्यालय, पलामू
- (vi) कुलसचिव, कोल्हान विश्वविद्यालय, चाईबासा
- (vii) कल्याण विभाग के प्रतिनिधि

उक्त समिति द्वारा महिला महाविद्यालयवार तथा विश्वविद्यालयवार कुल बसों की संख्या का भी निर्धारण किया जायेगा।

7. विश्वविद्यालय महिला बस सेवा योजना का स्वरूप निम्नवत होगा :-

- (क) इस योजना का संचालन संबंधित विश्वविद्यालय/महिला महाविद्यालय द्वारा की जायेगी। बसों का परिचालन एवं Route Chart का निर्धारण विश्वविद्यालय/महिला महाविद्यालय द्वारा किया जाएगा।
- (ख) विश्वविद्यालय/महिला महाविद्यालय द्वारा बसों का संचालन हेतु बाह्य स्रोत का चयन खुली निविदा के माध्यम से विश्वविद्यालय/महिला महाविद्यालय के स्तर पर गठित निविदा समिति द्वारा की जाएगी।
- (ग) महिला महाविद्यालय द्वारा बसों के परिचालन हेतु पृथक बैंक खाता खोला जायेगा, जो महिला महाविद्यालय के प्रधानाचार्य एवं प्रधानाचार्यो द्वारा नामित प्रतिनिधि के संयुक्त हस्ताक्षर से संचालित होगा। इसी प्रकार विश्वविद्यालय स्तर पर अलग से बैंक खाता खोलकर उसका संचालन वित्त पदाधिकारी एवं कुल सचिव द्वारा नामित पदाधिकारी द्वारा किया जायेगा। उक्त खाता में बसों के परिचालन हेतु छात्राओं से प्राप्त की गयी शुल्क की राशि एवं राज्य सरकार से प्राप्त अनुदान जमा किया जायेगा।
- (घ) बसों का परिचालन हेतु छात्राओं से प्रतिमाह मासिक शुल्क लिया जाएगा साथ ही राज्य सरकार द्वारा अनुदान की राशि भी दी जाएगी। मासिक शुल्क के रूप में प्रत्येक छात्रा से 100 रुपये प्रतिमाह की राशि प्राप्त की जाएगी जिसमें प्रत्येक वर्ष 5 (पाँच) रुपये की बढ़ोतरी की जाएगी।

- (ड.) बसों का परिचालन विश्वविद्यालय/महिला महाविद्यालय से लगभग 25 किलोमीटर की दूरी तक किया जाएगा। यह विश्वविद्यालय/महाविद्यालय द्वारा morning और evening दोनों shift में चलाये जा सकेंगे।
- (च) बसों के ऊपर "विश्वविद्यालय महिला बस सेवा योजना" से संबंधित बोर्ड लगाना होगा जिसमें route से संबंधित जानकारी भी दर्ज की जायेगी।
- (छ) अगर विश्वविद्यालय/महिला महाविद्यालय द्वारा study tour का आयोजन किया जाता है तो वैसी स्थिति में प्रत्येक बस को एक सप्ताह के लिए study tour के रूप में इस्तेमाल किया जाएगा।

8. उपरोक्त प्रस्ताव पर योजना प्राधिकृत समिति की दिनांक 22.06.2017 को सम्पन्न बैठक के ज्ञापांक रा0यो0प्रा0 179/17 दिनांक 27.06.2017 द्वारा इस शर्त के साथ सैद्धांतिक सहमति प्रदान की गयी है कि निविदा प्राप्ति के उपरांत वास्तविक दर प्राप्त होने के बाद पुनः सक्षम प्राधिकार से योजना की स्वीकृति प्राप्त की जाय।

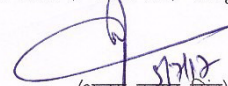
अतः उक्त के आलोक में सभी विश्वविद्यालय के स्तर पर दर निर्धारित करने की कार्रवाई की जायेगी।

विश्वासभाजन

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(अजय कुमार सिंह)
सरकार के सचिव।

ज्ञापांक : 3/यो.1-05/2017(उ0शि0) रॉची, दिनांक : 05/07/2017
प्रतिलिपि:- माननीय विभागीय मंत्रों के आप्त सचिव/कुलसचिव, रॉची विश्वविद्यालय,
रॉची/ विनाबा भावे विश्वविद्यालय, हजारीबाग/ सिदों कान्हु मुर्मू विश्वविद्यालय, दुमका/
कोल्हान विश्वविद्यालय, चाईबासा एवं नीलाम्बर पीताम्बर विश्वविद्यालय, मेदिनीनगर, पलामू को
सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित।


(अजय कुमार सिंह)
सरकार के सचिव।

