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Maharashtra National Law University Mumbai Invitation for Expression of Interest (EOI)

Hiring of 40/ 50 Seater 10 Buses for MNLU Mumbai Hostel

Annual Rate Contract Period: {10 months in two slots of 5 months each further renewable for another term} Application Fees: **2000/-** (Non-Refundable)

EOI Opening Date: 03.07.2024 EOI Closing Date: 10.07.2024

suppliers/Vendors Interested may visit the Website:www.mnlumumbai.edu.in and download the RESPONSE FORM [Annexure A]. Filled in form complete in all respects may be forwarded by Email: eoi@mnlumumbai.edu.in and Registered Registrar (I/c.), Post to **The** Maharashtra National Law University Mumbai. 2nd Floor CETTM-MTNL Building. Hiranandani Gardens, Technology Street Powai, Mumbai-400076. Please read the Instructions carefully. Documents must reach on or before 17:00 hours of wednesday, July 10th 2024. No hand delivery.

REGISTRAR (I/c.), MAHARASHTRA NATIONAL LAW UNIVERSITY MUMBAI



Maharashtra National Law University Mumbai

2nd Floor, CETTM MTNL, Hiranandani Gardens, Technology Street, Powai, Mumbai – 400 076.

INVITATION FOR EXPRESSION OF INTEREST FOR HIRING OF 40/50 SEATER BUS FOR MNLU MUMBAI HOSTEL.

1. INTRODUCTION

Maharashtra National Law University Mumbai was established under Maharashtra National Law University Mumbai Act (VI of 2014) of the Government of Maharashtra. It is a teaching and research University of National character with deep regional ethos. Professor (Dr.) Dilip Ukey is the Vice-Chancellor.

Currently, Maharashtra National Law University Mumbai is operating from 2ndFloor, CETTM-MTNL, Building, Hiranandani Gardens, Technology Street, Powai, Mumbai–400076.

The University invites expression of interest (EOI) from eligible agencies for hiring the 40/50 seater bus service. Agencies, which are located in Mumbai and regularly supply of such types of services for Government offices, Public Sector Units (PSUs), banks and higher educational institutions are requested to respond.

2. ELIGIBILITY

The agency should satisfy the following eligibility conditions:

a) Should have supplied services during last three years [2021-22, 22-23 and 23-24] worth at least

- (i) Rs. 3.00 lakhs per annum to any one organisation, OR
- (ii) Rs. 5.00 lakhs per annum each to any two organisations, OR
- (iii) Rs. 10.00 Lakhs per annum each to more than two organisations.

b) Applicant agency should be a bonfire supplier / vendor of Bus service. Applicant should submit proof in support of the same.

c) Agency should have office in Mumbai having established facility for supply of bus services at client's premises in short notice and in uninterrupted manner.

d) Agency shall have following statutory valid registration certificates and licenses:

i. GST (Goods and Services Tax) Registration

- ii. Shop Establishment License
- iii. Permanent Account Number (PAN)
- iv. Any other registration that is required as per statutory / local norms for supply of services.
- v. Bus Ownership Documents may be submitted at the time of agreement.

vi. Insurance Documents may be submitted at the time of agreement.

3. HOW TO APPLY

Interested services provider may visit the Website <u>https://mnlumumbai.edu.in/tendernotice.php</u> and download the RESPONSE FORM [*Annexure A*] AND PRICE BID [<u>Annexure B</u>]. Filled in form complete in all respects may be forwarded by Email: <u>eoi@mnlumumbai.edu.in</u> and registered Speed post/Courier to the Registrar, Maharashtra National Law University Mumbai, 2nd Floor, CETTM-MTNL Building, Hiranandani Gardens, Technology Street Powai, Mumbai – 400 076 . The envelope containing the documents will clearly mention sender's name and address, telephone number and e-mail address, along with website if any, and superscribed RESPONSE TO EOI FOR HIRING OF 40/50 SEATER BUS FOR MNLU MUMBAI HOSTEL. Please read General Instructions below carefully. Documents must reach on or before 17:00 hours of Wednesday, 10th July 2024. HAND DELIVERY IS NOT ACCEPTABLE AND WILL BE LIABLE TO BE REJECTED.

Security Deposit of Rs 10,000/- for one year.

GENERAL INSTRUCTIONS

1. The contracting agency should have the minimum experience of 3 years as on the date of this Notice in the field of providing passenger vehicles on hire basis to any Educational Institutions, Public Sector Undertaking (PSU), Govt. Organization, or any other private organization of repute. Experience from Call Centre organizations will not be considered. The tenders of the contracting agency with inadequate/irrelevant experience as mentioned above are liable to rejection. It is mandatory for the bidders to attach a documentary proof of requisite experience, in addition to filling this information in the technical part of the bid format.

2. The contracting agency should have the passenger vehicles, which are being offered for hire, registered as tourist/commercial vehicles on its own name having valid commercial permits. Copies of the tourist vehicle registration certificates and valid Insurance policies should also be attached with the Bid.

3. In the unlikely event of any tender's withdrawing his bid or seeking to alter his rates after opening of the bids or during the validity of the bids or after award of the contract, the EMD submitted by such a tenderer shall be forfeited. If the said tenderer has been exempted from EMD, then he shall be black-listed and debarred from participating in any future tendering processes at MNLU Mumbai for a period of five years.

4. The rates quoted in the Bid shall be valid for at least 12 months from the date of award of tender, Tender valid for a shorter period shall be liable to rejection.

5. The tender shall be signed by the authorized person and his / her full name and status be indicated below the signature along with official stamp of the contracting agency.

6. The successful bidder should provide only the specified type of vehicles which are in good running condition and the vehicles should be BS-IV or VI compliant.

7. The tentative location: The location of the service is 4 to 5 km radius from the University, Tentatively 5 trips per bus for every day. The number of trips may subject to change as per the requirement. Annual Rate Contract Period: {10 months in two slots of 5 months each further renewable for another term}

8. The successful contractor shall supply the required number of specified vehicles together with required number of drivers and relievers daily including Sundays and Holidays. The hire charges quoted by the bidder should be inclusive all expenses of the vehicles and their drivers except for GST. The University will not be responsible for any damages, losses, repairs, thefts, fuel refilling, relievers etc., in respect of the vehicles as well as their drivers and in respect of injury or

damage to any person or other vehicle. The monthly rate/hire charges to be quoted by the bidder should be <u>exclusive of GST</u>.

9. The contractor shall provide two sets of Uniforms, Identity Cards, and one pair of shoes to the drivers deployed to drive these vehicles within 15 days of award of work at his own expense, There shall be **'Point-man'** to manage the flow of buses at university and hostel.

10. The daily trips of these vehicles should be carried out as per the schedule fixed by the University. Suitable substitute driver arrangements shall be made by the contractor at his own expense.

11. The contract shall be initially for a period of one year and may be extended on a year-to-year basis up to two more years for renewal of contract, subject to the satisfactory service of the contractor and requirement of the University.

12. The University reserved the rights terminate to by giving an advance notice of one month and after expiry of the notice period, terminates the services.

13. The services of the vehicles are generally required throughout the year i.e. 365 days including Sundays and Holidays. As of now, the University requires **10 vehicles** (40/50 seater bus) but the actual utilization period may consider be specified in the legal agreement. The contractor will have to provide the vehicles accordingly on the same terms and conditions of the contract.

• The number of required buses may increase or decreased.

14. Generally, the vehicles will be required to commence their daily service (including Sundays/Holidays) at the University Hostel Campus sharp at 7:00 A.M. However, the schedule of trips is subject to change according to the requirements of the University.

15. The contracting agency shall provide the services continuously as per the award of contract. In case of discontinuation of services by the contractor in the middle of the period without requisite notice or non-satisfactory services, breach of any terms and conditions of the contract etc. the contractor shall be liable to legal action, in addition to forfeiture of the performance security deposit given by him.

16. The contracting agency shall not be allowed to transfer, assign, pledge or sub- contract its responsibilities, rights and liabilities under this contract to any other agency without prior written consent of MNLU Mumbai.

17. The contracting agency shall also abide by the relevant Rules and Regulations to engage drivers on the vehicles provided deployed at MNLU Mumbai and will obtain requisite licenses, sanctions & permits which should be valid during the tenure of contract. Renewal of the same shall be ensured by the contractor well in time. The contractor himself is responsible to pay and clear the fines and challans, if any, imposed by the Govt., for violation of the rules at his expense.

18. The contracting agency shall provide immediate replacement for the breakdown vehicle with the same type of vehicle at his own expense.

19. The drivers of the vehicles deployed at the MNLU Mumbai should possess a valid driving license in their name. The drivers must wear uniform while on duty, be able to speak the Marathi/Hindi language, be courteous to the users of the vehicles. The contract shall be responsible for their integrity and conduct while on duty at the University. In the event of misbehavior on the part of any of the drivers deployed, MNLU Mumbai may impose a penalty as deemed fit on the contracting agency and demand replacement of the delinquent driver. The contractor shall comply with the demand immediately.

20. The contracting agency and the MNLU Mumbai shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, after the same shall be

settled by formal mediation. If the mediation is not successful then the matter shall be taken to the court in Mumbai Jurisdiction. The resultant contract will be interpreted under Indian Laws.

21. Vehicles supplied by the firm/agency will be periodically inspected by nominated officers of the University. In case of non-compliance of any of the conditions like driver not possessing a valid license, vehicle running without a valid insurance and pollution certificate etc., <u>a penalty of Rs.500/- for each lapse</u> on each occasion will be imposed and recovered from the dues of the contractor.

22. The drivers of the vehicles deployed at the University shall maintain the logbook (timings and mileage for each vehicle) on daily basis and obtain signatures of the Supervisor/ Security Guard at the main gate daily twice at beginning at the service and close of the service. MNLU Mumbai may demand to see this logbook at any time for inspection. without log book, the monthly payment will not be processed.

23. The contracting agency shall ensure that vehicles and drivers of the vehicles provided at MNLU Mumbai are not changed without a valid reason. Frequent changes of vehicles and drivers will not be permitted. In case of change, the contracting agency will intimate the details of the replacing vehicle or driver to the University in advance. In case the contracting agency replaces any vehicle with another of higher class than the contracted type, payment will be restricted to the rates under this contract only. However, vehicle of lower class than the contracted type shall & not be accepted.

24. The contracting agency shall be solely responsible for any accidents, injuries to other vehicles or pedestrians or passengers caused by these vehicles while on service at this University. Similarly, the contracting agency only is responsible to redress the grievances /resolve disputes relating to drivers engaged by them at MNLU Mumbai site. MNLU Mumbai shall, in no way responsible for settlement of such issues.

25. The drivers deployed by the contracting agency shall not collect any money from the users of the vehicles in any form or on any pretext like fare, tip, chai-paani etc.

26. The Agency shall submit the bills as per the agreed rates immediately after completion of the calendar month to MNLU Mumbai, along with duly signed duty slips, photocopy of the extract of the logbook. The monthly bill will not be accepted without logbook.

27. The Agency shall also be liable for payment of all taxes, levies, cess, etc. on account of services rendered by it to MNLU Mumbai, to the tax collection authorities concerned from time to time as per extant rules and regulations on the matter.

28. The Income Tax (T.D.S.) shall be deducted at prevailing rate from the monthly bills, as amended from time to time in accordance with the provisions of Income Tax Department, and a certificate to this effect shall be issued by MNLU Mumbai to the agency.

29. *Jurisdiction*: This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to executive jurisdiction of the High Court of Bombay.

30. Strictly no CC/BCC to be marked to any other mail Id. Violation will lead to Disqualification and cancellation.

31. Canvassing in any manner at any stage will be a disqualification and may lead to Black listing of the Vendor.

For further details, Please contact (022) 25703187

The bids for AC and Non-Ac Bus may attach separately.

Registrar (I/c.), Maharashtra National Law University Mumbai

(On the official letter head of the bidder)

BID

A. Details to documents should be mandatorily submitted:

SI.No.	Particulars	Fill in the details
1	Name of Firm/Tenderer/ Company (in block letters)	
2	Permanent Address & Telephone No. and Email address.	
3	Full Postal Address, Telephone/Fax No./E-mail for correspondence.	
4	Experience Details[Attach certified proofs]	
5	Tender Fee details - Bank Draft No & Date, Banker's Name & Branch.	
6	Is vehicle BS-6 Compliant[Attach Proofs]	
6	If the vehicles are not presently in the tenderer's name, an affidavit duly attested by a Notary that in the event of his being the successful bidder, he will get these vehicles transferred to his name before supplying them to MNLU Mumbai, should be submitted.	[Attach the affidavit as enclosure & refer here]

B. Please quote your monthly hire charges separately for a 40 seater bus and a 50 seater bus in the following table:

Description	Make, Model, & Seating Capacity of the Vehicle	Fuel Type *	Rate (Excluding GST)	
(1)	(2)	(3)	AC BUS	Non-AC BUS
	40 Seater bus Make:		Rs In words:	Rs In words:
Monthly rate per vehicle should be quoted	Model:		Rs In words:	Rs In words:
	50 Seater bus Make:		Rs In words:	Rs In words:
	Model:		Rs In words:	Rs In words:

Note:

- * Bidders must quote their rates only if they are in a position to supply the vehicles in the specified fuel type

 otherwise, just put a dash "----" in the column. The IITH reserves the right to select any of the fuel types
 at its discretion.
- 2) L1 will be decided based on the rate quoted in the Column no-(4) above. However, the successful bidder will have to match the prices of Column no-(5) and Column no-(6) with the least quoted values.

Date:

Signature of the Tenderer with Seal & Address

APPLICATION FOR LIMITED TENDER ENQUIRY FOR HIRING OF 40/50 SEATER BUS FOR MNLU MUMBAI HOSTEL (2023-2024)

Name of the Firm

The Registrar, Maharashtra National Law University Mumbai, 2nd Floor, CETTM MTNL Building, Hiranandani Gardens, Technology Street, Powai, Mumbai – 400 076

Dear Sir,

I/We have read and understood the instructions and the terms and conditions contained in the Invitation for Expression of Interest for Limited Tender Enquiry for hiring of 40/50 seater bus for MNLU Mumbai Hostel and hereby declare that the information furnished in the application and in the supplementary sheets from pages ______ to _____ are correct to the best of my/our knowledge and belief. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he / she represents.

Signature	
-	

Name _____

Designation _____

Address

Place _____

Date _____

Seal of the Agency.

RESPONSE SHEET Information to

be furnished by the Agency				
1	Name of the Agency			
2	Address			
	Contact details:			
3	Mobile			
	E-Mail and website			
	Type of the Organization (Whether			
	Sole/Proprietorship / Partnership /			
4	Private Ltd/ Ltd. or Co-operative			
	body etc.)			
	Whether registered with the Registrar of Companies / Registrar of firms. If so, furnish full details and copies of valid			
	I. GST Number			
	II. Permanent Account Number			
5	(PAN) of the Firm			
	III. Any other registration that is			
	required as per statutory/local			
	norms for supply of stationery			
	items			

be furnished by the Agency

6	Name and PAN of Proprietor/ Partners / Directors of the Organization/ Firm a) b) c)	
7	Year of Establishment	
8	Length of business in the field	Years
9	Similar supplies carried out during last 3 years by the firm	Details to be furnished in the your prescribed Proforma
10	Details of similar supplies on which the firm is engaged at present.	Details to be furnished in the your prescribed Proforma
11	The average annual turnover of the Agency for the last three years.	
12	Yearly turnover of the firm during last 3 years. Please attach certified copies of accounts statements.	A) 21-22 B) 22-23 C) 23-24
13	Details of Earnest Money Deposit (DD in the favour of Maharashtra National Law University Mumbai)	Draft No Date Bank Name. Rs.10,000/-
14	 Whether any civil suit / litigation in the contracts executed during the last 3 years has arisen and pending in any court of law. If so, please furnish full details. Have you been disqualified by you any Entity/ Institution? 	

Place

Date

AGENCY SEAL

AUTHORISED SIGNATORY