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SCHEDULE OF TENDER (SOT)

а	NIT NO & Date	DIPR/2611/TENDER/2022 & 02.06.2022
	Name of Supply	ISSUANCE OF STUDENT BUS PASS
b	Name of Supply	ISSUANCE OF STUDENT BUS PASS
С	MODE OF TENDER	E- Tender Cum Reverse Auction
d	E-Tender NO	
		1. IRT: 23/ STUDENT BUS PASS/CP/IRT/2022
		2. MSTC Portal Ref No:
		NIT_FOR_ISSUANCE_OF_STUDENT_BUS_PAS S _ET_3_2022.
е	Date of NIT(available to parties for download)	03.06.2022 , 10:30 Hrs
f	Date of Pre-bid meeting	10.06.2022 at 12.00 Hrs
g	Validity of Tender	One Year from the date of issue of rate contract order.
h	Estimated Contract Value	1.5 Crores approximately
i	i) Tender Document Charges(TDC)	17,700/- inclusive of Tax (non refundable)
		Pa 2.00.000 /
	ii) Earnest Money Deposit(EMD) Note: a)	Rs.2,00,000 /-
	Company/units with MSME/NSIC/ Director of Industries of State/ Cottage Industries approved by State authority,	
	are exempted from payment of	
	EMD/ TDC subject to the production of proof of valid certificates pertaining to the class of item/works for	
	which tender is floated.	
	iii) Transaction Fee Note: Vendors registered with IRT for the subject item	MSTC shall be entitled to a Service Charge of 0.05% of the Quoted value of the procurement
	can get the access to online e-tender only after remitting	per event excluding taxes subject to a minimum
	Transaction fee by NEFT in favour of MSTC Limited, Kolkata.	of Rs 1,000/- (Rupees One Thousand only) and
		maximum of Rs 15,000/- (Rupees Fifteen Thousand only) per event per vendor GST on
		the transaction fees and other statutory charges
		on the same shall be payable extra by the
J	Date of Starting of e-Tender for submission of on line Technical bid and Commercial Bid at	03.06.2022 at 10.30 Hrs
	https://www.mstcecommerce.com/eproc/index.	
k	jsp Date of closing of online e-tender for submission of	18.06.2022 at 15.00 Hrs
	Technical bid and Commercial bid	
I	Date & time of opening of Part-I (i.e. Technical I Bid)	18.06.2022 at 15:15 Hrs
I		

E-TENDER NOTICE

E-tenders are invited from the firms with previous experience in issuing in the format of Smart Card with Images for the issuance of Student Bus pass for the Academic year 2022-23 to all Tamil Nadu State Transport Undertakings (except SETC Ltd.,) under two bid system subject to the conditions prescribed in the tender documents.

Name of the Items	Issuance of Student Bus Pass for academic Year 2022-23
Pre-Qualification	As Specified in the tender document
Issue of Tender document available from	03.06.2022 at 10.30 hrs onwards
Closing date and time to download Tender document from online	18.06.2022 at 15.00 hrs
Last date and time for submitting E-tender	18.06.2022 at 15.00 hrs
Opening of E-Tender Technical bid on	18.06.2022 at 15.15 hrs
Pre- Bid Meeting	10.06.2022 at 12.00 hrs
Tender Document Cost	Rs.17,700/- inclusive of Tax
EMD Amount	Rs.2,00,000/-
Complete e-tender document can be viewed and downloaded through website.	Website: <u>www.tenders.tn.gov.in</u> & www.mstcecommerce.com/eproc
Any other clarification	Contact Phone no: 044-22541723, Extn: 46 E-mail ID: irtcpo@gmail.com & irttaramani@gmail.com

The bidders have to participate online bidding only with Digital Signature Certificate (DSC) of Class – III.

DIRECTOR

IRT, Chennai- 113

Process of E- Tender

Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT https://www.mstcecommerce.com/eproc/index.jsp before due date without fail. Otherwise tender will be summarily rejected.

1). Vendors are required to register themselves online with www.mstcecommerce.com \rightarrow eProcurement \rightarrow common portal. \rightarrow Register as Vendor -- Filling up details and creating own user id and password \rightarrow Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact IRT/MSTC, (before the scheduled time of the etender).

Contact person (IRT):-

- 1. Mr. M.Umamaheswaran– Assistant Director 9176051472 e-mail <u>irtcpo@gmail.com</u>
- 2. Mr. G.Saravana Babu Assistant Director 7358014775 e-mail <u>irtcpo@gmail.com</u>

Contact person (MSTC Ltd):

- Mrs E .Babitha rani,CM 9444976359,babitha@mstcindia.co.in Help desk : 033-35013220, 033-35013221, 033-35013222 <u>helpdeskho@mstcindia.in</u> Google hangout ID- (for text chat)- <u>mstceproc@gmail.com</u>
- B) System Requirement:
- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system. To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied. Tools =•> Internet Options =>Security =>

Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". Other Settings :• Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". To enable ALL active X controls and disable 'use pop up blocker' under Tools Internet Options \rightarrow custom level (Please run IE settings from the page www.mstcecommerce.com once)

- 3 The Technical bid and Commercial Bid shall have to be submitted online at https://www.mstcecommerce.com/eproc/index.jsp. Tenders will be opened electronically on specified date and time as given in the Tender.
- 4 All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 5 Special Note towards Transaction fee: The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system. Generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee. NOTE Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
- 6 Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 7 E-tender cannot be accessed after the due date and time mentioned in NIT.
- 8 Bidding in e-tender :
- a) Vendor(s) need to submit necessary EMD, Tender Document Fee , Factory Inspection Fee and Transaction fees (If ANY) to be eligible to bid online in the etender. Tender Document fees, Factory Inspection fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority as detailed in the EMD Clause.

- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Common Portal→ Login → My menu→ Auction Floor Manager→ live event →Selection of the live event.
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid
- f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate class III .otherwise the same will not be accepted by the system.
- I) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of

terms & conditions for the tender.

- 9 Any order resulting from this tender shall be governed by the terms and conditions Mentioned therein.
- 10 No deviation to the technical and commercial terms & conditions are allowed.
- 11 The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- 12 Vendors are requested to read the vendor guide and see the video in the page <u>www.mstcecommerce.com/eproc</u> to familiarize them with the system before bidding.

Acronyms and Definitions		
AMC/CAMC	Annual Maintenance Contract / Comprehensive Annual Maintenance Contract	
EMD	Earnest Money Deposit	
FOR	Free On Road / Rail	
LD	Liquidated Damage	
SD	Security Deposit	
STU	State Transport Undertakings	
GST	Goods and Services Tax	
LOA	Letter Of Acceptance	
IRT	T Institute of Road Transport	
TNSTC	Tamil Nadu State Transport Corporation Ltd	
MSTC	MSTC Limited (formerly known as Metal Scrap Trading Corporation)	

Know Your Rights

1.TECHNICAL BID WILL BE OPENED THROUGH ON-LINE. PHYSICAL SUBMISSION OF TECHNICAL BID WILL BE OPENED ONLY IN THE PRESENCE OF THE BIDDERS.

2. ELIGIBLE COMMERCIAL BIDS WILL BE OPENED ONLY THROUGH ON-LINE.

3. E CUM REVERSE AUCTION WILL BE INFORMED AFTER EVALUATION OF COMMERICAL BID TO ELIGIBLE BIDDERS.

4. INFORMATION OF THE TENDER FINALIZATION WILL BE INFORMED TO THE UNSUCCESSFUL BIDDERS AFTER THE COMPLETION OF THE ENTIRE TENDER PROCESS.

> DIRECTOR IRT

IRT, Chennai- 113

Letter of Undertaking

То

The Director Institute of Road Transport 100 Feet Road, Taramani, Chennai – 600 113

Sir,

Sub: Undertaking for participating in IRT Procurement Tender through MSTC Portal with E-tender cum Reverse Auction - Reg.

Ref: Tender No. 23/STUDENT BUS PASS/CP/IRT/2022

I/We ------ have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down (Tender Documents, Technical bid and Commercial Bid)

I/We ------ hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We ------ hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We ------ certify that no refurbished components are used in the Issuance of Student Bus Pass.

I/We _____ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

In case of violation of any of the conditions above, I/Weunderstand that I/ We are liable to be blacklisted by IRT for a period of three years.

Yours faithfully for _____ Name, Signature Designation Seal

Note:

1) The above, Declaration in the company's letter head should be submitted.

2) If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

1. Preamble

The Institute of Road Transport is an autonomous society registered under the Societies Registration Act 1860, and is functioning under the overall control of Transport Department, Government of Tamil Nadu.

In order to streamline the purchase of spares and accessories for eight State Transport Corporations in Tamil Nadu, the Government vide G.O.No.54, Transport [A1] Department, Dated 21.4.2000 constituted a Tender Award Committee to decide price, terms and conditions of supply of the selected items of purchase by the State Transport Corporations.

The Government of Tamil Nadu designated the Institute of Road Transport as the Nodal Agency to ascertain the requirements of the State Transport Corporations in Tamil Nadu, to call for tender and submit to the Tender Award Committee. The Director, Institute of Road Transport has been designated as the Nodal Officer for this purpose.

To ensure uniformity, it has been decided to call for tender with two bid system i) Technical bid and ii) Commercial bid for the Issuance of Student Bus Pass for all the STUs in Tamil Nadu (except SETC Ltd.,) through MSTC portal with - E-tender cum Reverse Auction to all the STUs in Tamil Nadu satisfying the given terms and conditions.

The Tender will be evaluated by Tender Scrutiny Committee and approved by Tender Award Committee. IRT will issue Rate contract order to successful bidder and STUs. The STUs will release purchase order, execute agreement and make payment as per terms and conditions.

Short Titles used in the Tender Document:

- **1) Bidder:** Bidder means the party who makes a formal offer in pursuance of the tender floated.
- 2) Successful Bidder: Successful Bidder means the Bidder who becomes successful through the tender process.
- **3) Purchaser:** Purchaser means the end-user for whom the procurement is indented through the tender.

2. General Instructions

2.1 General

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every aspect will be at the Bidder's risk and may result in the rejection of bid.
- b) It will be imperative for each Bidder(s) to familiarise itself/ themselves with the prevailing legal situation for the execution of contract. IRT shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by IRT. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- d) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f) The Bidder shall make all arrangements as part of the contract to supply, commission and train the beneficiaries at various locations at their own cost and transport.
- g) The Bidder should be fully and completely responsible to IRT and STUs for all the deliveries and deliverables.
- h) Any Bidder who is blacklisted in IRT will not be eligible to bid for Tenders in IRT, as per the conditions of blacklisting.
- i) In case show cause notice has been issued by IRT for poor performance, then IRT reserves the right to disqualify the bid submitted by such Bidder.

2.2 Clarifications in the Tender

- a) A prospective Bidder requiring any clarification in the Tender may notify IRT by letter or by E-mail to <u>irtcpo@gmail.com</u> with a copy to <u>irttaramani@gmail.com</u>. We encourage paper free e-mail communication.
- b) The responses to the clarifications will be notified in the website by means of Corrigendum to the Tender Document.

2.3 Amendments to the Tender

- a) Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders are requested to periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. IRT will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- b) No clarifications would be offered by IRT within 48 hours prior to the due date and time for opening of the Tender.
- c) IRT is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the website.

2.4 Language of the Bid

a) The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

2.5 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

2.6 Contacting Tender Inviting Authority

a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender

Accepting Authority shall be sufficient reason to disqualify the Bidder.

b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

2.7 Force Majeure

Neither the Purchaser / IRT nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.
- In such claim of Force Majeure clause, the bidder should submit the written claim, explaining the cause within 10 days of such occurrence and should be accepted by "DIRECTOR IRT/ MANAGING DIRECTORS OF STUs / PURCHASER.

2.8 Arbitration

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Director of IRT / Managing Director of STUs under the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, India and the language shall be English only. Subject to the above, the Courts at Chennai alone shall have jurisdiction in the matter.

3. Eligibility Criteria

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should enclose documentary evidence duly self attested for fulfilling the Eligibility in the Technical Bid. If a bidder fails to enclose the documentary proof with self attestation for eligibility, their bid will be summarily rejected.

Eligibility

	Eligibility Conditions	Documentary Proof to be submitted
1.a	The tender must contain the proprietor name, residence and place of business of the person or persons making the tender and must be signed and sealed by the tenderer under his signature	Proof shall be enclosed
1b	A tender by partnership firm must be furnished with the full name of all partners and their business and residential addresses and be signed with the partner's names, by one of the partners or by a legally authorised representative followed by the signature and designation of the person or persons signing.	Proof shall be enclosed
1c	 Bidder of Consortium Bid can consist of a maximum of 2 (two) Consortium Members (a company or entity participating in the Bid jointly with 1 other company / entity) All such firms shall be jointly and severally bound to the Authority for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture or Consortium shall not be altered without the prior consent of the Authority. A Bidder, acting as a Lead Bidder in a Consortium or 	Proof shall be enclosed
2	as a Single Bidder, is eligible to submit only one Bid for the Project. In case the Bid is submitted by a Consortium, the members of the Consortium thereof should furnish a power of attorney in favour of the Lead Member in the format specified in the section on Sample Forms as specified A.1.4. Failing which the tender will be summarily rejected. The tenders by Corporations/Companies must be	
	with the legal name of the Corporation/Company by the President or by the Secretary, or any other person or persons legally authorized to bind the Corporation/Company in the matter.	Proof shall be enclosed.

3	The tenderer should have previous experience in issuing atleast 5 lakhs smart card with image / Biometric information to any of the Government Projects in Tamil Nadu and should have distributed a minimum of 5 lakhs cards The tenderer shall enclose copy of purchase order and invoice for the above project with completion certificate.	Proof shall be enclosed
4	The tenderer shall have a branch office in any of the places in Tamil Nadu. The tenderer shall produce address proof like Lease Deed, Telephone Bills etc., with required infrastructure and should have atleast the following equipments in any of their office in Tamil Nadu to carry out the Student Bus Pass issuing works.	
	1.Computer : 48 Nos	
	2.High Speed Scanner : 24 Nos	Documentary evidence shall be enclosed
	3.Laser Printer (Colour) : 24 Nos	
	4.Laminating Machine : 48 Nos	
	5.Card Punching Machine / Die Cutter : 48 Nos 6. UPS with Sufficient power supply Backup (or) combined UPS for total : 48 Nos power supply for all the computers	
5	The Bidder / Consortium shall have average annual turnover minimum of Rs.64 Lakhs per annum and cumulative minimum of Rs.256 Lakhs for the last three financial years 2018-2019,2019-2020,2020-2021 In case of TNSSI and NSIC, the Bidder shall have average Turnover minimum of Rs.16 Lakhs per annum and cumulative minimum Rs.48 Lakhs 2018-19, 2019-20 & 2020-21	The Bidder shall enclose the certificate for the turnover obtained from the auditors separately (or) the annual balance sheet duly attested by the Chartered Accountant. Failing which tender will not be considered.
6	The bidders should have paid minimum of Rs. 12	The Bidder shall produce the original
	lakhs as GST during the last financial year 2020-21.	proof for the GST. Failing which tender will not be considered.
	The Bidder in case of TNSSI / NSIC should have paid minimum of Rs.3 Lakhs.	
7	The bidder should enclose letter of authenticity in original issued by the manufacturer/distributor of silica filled, micro porous polyolefin sheet along with the Technical Bid for the specification of materials proposed to be used failing which their tender will not be considered for further evaluation.	The proof shall be enclosed. Failing which tender will not be considered.

4. SPECIFICATIONS

SPECIFICATION OF SHEET

Dimension of Student Bus Pass in the form of Smart Card: 85mm X 53.5mm

<u>Substrat:</u> The Free Bus Pass should be printed using Silica filled, micro porous polyolefin sheet (Capable of printing on offset / laser/ screen/Digital press)

(The agency should enclose letter of authenticity along with the technical bid, for the specification of the material used from the Manufacturer / Distributor of silica filled, micro porous polyolefin sheet)

Guage (Microns)	8
Tolerance (<u>+</u> Microns)	0.7
Gauge (µ m)	203
Tolerance (<u>+</u> Microns)	17.8
Grammage (g/m2)	134
Basis weight	
(OZ/sq yd)	3.84
(lbs/500 shts 25 x 38)	88
Tensile Properties	
Tensile Strength (lb/in)	
MD	15.4
CD	7.7
Elmendorf Tear (grams)	
MD	105
CD	tore
	to md
Brittleness Temperature	< - 70 ⁰ C
Optical Properties	
Brightness (%)	90
Whiteness Index (%)	80
Opacity (%)	94
Transmission (%)	11
Sheffeld smoothness	
Тор	32
Bottom	74

And should be laminated with 125 mic high quality laminating pouches (each leaf)

Laminating Film:

75 Micron PET+50 Micron EVA (each leaf)The total thickness (finished) student bus pass should be more than 450microns, thickness (\pm 5% microns thickness). **Paper:** 200 microns, **Lamination:** 125 microns + 125 microns = 250 microns

Total thickness: 450 microns (+5%)

5. Bid Preparation and Submission

5.1 Tender Procedure

- a) The Director, IRT on behalf of STUs in Tamil Nadu invite under Two Bid System viz. Technical Bid and Commercial bid for issuing students Bus pass for the academic year 2022-2023 in the form of Smart Card with image to Tamil Nadu STUs from the firms who have previous experience in issuing Smart Card with Images any of the Government Projects in Tamil Nadu. The approximate value of Tender is Rs.1.5 Crores.
- b) The bidder can download the Bid Document from **03.06.2022**, **10.30 hrs** to **18.06.2022**, **15.00 hrs** from the website <u>www.tenders.tn.gov.in</u> & <u>www.mstcecommerce.com/eproc</u>.
- c) The tender along with the necessary documents of Two bid systems i.e (a) Technical bid and (ii) Commercial bid should be submitted online before **18.06.2022**, **15.00** hrs at https://www.mstcecommerce.com/eproc/index.jsp. The Electronic bid system would not allow any late submission of bids after due date and time as per server time.
- d) The bidders shall furnish the Technical Bid along with tender document cost, Factory inspection fee and EMD by physical submission duly superscribed on the respective cover, sealed properly and lodge them in one outer cover It shall be addressed to the Director, Institute of Road Transport, 100 Feet Road, Taramani, Chennai-600113 duly superscribed as "E- Tender cum reverse auction for the issuance of Student Bus Pass for the academic year 2022-2023 with Tender reference number " and dropped in the tender box kept in the office of the Director, Institute of Road Transport, Taramani, Chennai-600113 on or before 18.06.2022 (i.e. upto 15.00 Hours). Otherwise tender will be summarily rejected. The tenderer shall submit only the documents uploaded online in physical submission and to be referred in case the online document is not legible. The other documents which were not uploaded online will not be considered. If any deviation found, their tender will be summarily rejected.
- e) In view of the nature of tender, the technical bid is opened first and the technical bid shall be shortlisted to ascertain the eligible tenderers and then the offer containing the commercial bid in respect of successful technical bidders shall be opened for further process on the date notified for this purpose. Failure to submit the two bids in online shall result in rejection of the tender summarily. Further The Technically Qualified Bidders shall be ranked on the basis of the descending initial price offer submitted by them. On the basis of such ranking the Technically Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or the top five Technically Qualified Bidders, whichever is higher, shall be considered to be qualified for participating in the second round of online electronic auction (the "Qualified Bidders"). Intimation shall be restricted only to the Qualified Bidders.
- f) MSTC shall be entitled to a Service Charge of 0.05% of the Quoted value of the procurement per event excluding taxes subject to a minimum of Rs 1,000/- (Rupees One Thousand only) and maximum of Rs 15,000/- (Rupees Fifteen Thousand only) per event per vendor.. GST on the transaction fees and other statutory charges on the same shall be payable extra by the vendor.

5.2 Electronic Submission of Bid

- a) The bidder shall submit online the requirements under qualification criteria and Technical document required and commercial bid as prescribed in the tender document. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.
- b) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c) The bidder has to digitally sign and upload the required bid document one by one as indicated in the tender document.
- d) Bidder has to select the payment option as "offline" to pay the Tender document cost, Factory inspection fee and EMD amount through RTGS/ NEFT.
- e) The Scanned copy of payment made through RTGS/NEFT or Demand Draft for Tender document cost, Factory inspection fee and EMD amount has to be uploaded. IRT shall not be responsible for any delay in uploading the proof for the payment of Tender document cost, Factory inspection fee and EMD amount. Failing which their tender will be summarily rejected.
- f) Format for the commercial bid is provided with the tender document. Bidders are requested to note that they should necessarily submit their commercial bids in the file, open it and completed the coloured (Unprotected) cells with their respective price quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the file is found to be modified by the bidder, the bid will be rejected.
- g) The Server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data Storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using buyers/ bid openers public keys.
- i) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- j) Upon the Successful and timely submission of bids (i.e. after clicking "Freeze Bid submission " in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with other relevant details.
- k) IRT or MSTC (Service provider) is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees and getting e- receipt. In case of failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time atleast 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.
- IRT may, as its discretion, extend the deadline for the submission of bids by amending the bidding document, In which case all rights and obligations of IRT and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.
- m) The technical bid documents should be self attested by the bidder in all pages. Otherwise tender will summarily rejected.
- n) Technical bid documents with self attestation in all pages uploaded in the online only be submitted in physical submission. If found any difference in the technical bid submitted online and physical submission. The tender will be summarily rejected.

5.3 Modification and Withdrawl of Bid

- i. Bidders may modify their bids online before the deadline for submission of bids.
- ii. In case a bidder intends to modify is bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification / withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline of submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
- iii. No bid may be modified after the deadline for submission of Bids.

5.4 Assistance to Bidders

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender as indicated in the tender notice.
- b) Any queries relating to the process of online bid submission or queries in general may be directed to MSTC portal who is a service provider for conducting the online bidding process against this tender and they shall not be a party to any contract between IRT and the successful bidder (s) subsequent to the bidding process.

5.5 Tender Document Fee

- a) The tender document directly can be purchased from IRT on payment of fees of Rs.17,700/- (inclusive of GST) (non refundable) in the form of Demand Draft from a Scheduled Bank/ Nationalised Bank drawn in favour of "The Director, Institute of Road Transport, Taramani, Chennai" payable at Chennai (or) Cash.
- b) The bidders who have downloaded the tender document from the website should enclose the tender cost of Rs.17,700/- (inclusive of GST) along with the Technical Bid, in the form of Demand Draft from a Scheduled Bank/ Nationalised Bank drawn in favour of "The Director, Institute of Road Transport, Taramani, Chennai" payable at Chennai or as Real Time Gross settlement RTGS / NEFT, Net – Banking on or before the due date of submission of bids. In the case of RTGS / NEFT, Net-Banking , the amount has to be sent to following bank account on or before the due date of submission of bids. Failing which the <u>tender will be</u> <u>summarily rejected.</u>

For making Payment through RTGS / NEFT , Net – Banking	
Name of the Account Holder	Institute of Road Transport
Bank Name	Canara Bank
Branch Name	Thiruvanmaiyur Branch
Account Number	2649101000360
IFSC Code	CNRB0002649

5.6 Earnest Money Deposit (EMD)

a) Each Technical Bid shall be accompanied by an EMD amount of a)Each Technical Bid shall be accompanied by an EMD amount of Rs.2,00,000/-(Rupees Two Lakhs only) along with the Technical Bid, in the form of Demand Draft from a Scheduled Bank/ Nationalised Bank drawn in favour of "The Director, Institute of Road Transport, Taramani, Chennai" payable at Chennai or as Real Time Gross settlement RTGS / NEFT, Net –Banking on or before the due date of submission of bids. In the case of RTGS / NEFT, Net-Banking, the amount has to be sent to following bank account on or before the due date of submission of bids. Failing which the tender will be summarily rejected.

For making Payment through RTGS / NEFT , Net – Banking		
Name of the Account Holder	Institute of Road Transport	
Bank Name	Canara Bank	
Branch Name	Thiruvanmaiyur Branch	
Account Number	2649101000360	
IFSC Code	CNRB0002649	

b) Any tender not accompanied by EMD or accompanied by EMD for a lesser amount shall be summarily rejected.

Provided any category of tenderers specifically exempted by the Government from the payment of EMD will not be required to make such a deposit. However they will be required to execute proper agreement as stipulated in G.O.No.387, Finance (BPE) Department, dated 03.08.1998 along with the Technical Bid as per the specimen given in Tender.

c) No interest shall be payable on the EMD.

5.7 Factory Inspection Fee

- a) The IRT reserve the right to conduct Factory Inspection of the tenderers at any time to ensure that the firm is having required infrastructure facility to execute the orders and disqualify the firm, if found the tenderer is not having required infrastructure facility.
- b) Each Technical Bid shall be accompanied by Non refundable Factory Inspection fee amount of Rs.20,000/- (Rupees Twenty thousand only) (non refundable) along with the Technical Bid, in the form of Demand Draft from a Scheduled Bank/ Nationalised Bank drawn in favour of "The Director, Institute of Road Transport, Taramani, Chennai" payable at Chennai or as Real Time Gross settlement RTGS / NEFT, Net –Banking on or before the due date of submission of bids. In the case of RTGS / NEFT, Net-Banking, the amount has to be sent to

following bank account on or before the due date of submission of bids. Failing which the **tender will be summarily rejected**.

For making Payment through RTGS / NEFT , Net – Banking	
Name of the Account Holder	Institute of Road Transport
Bank Name	Canara Bank
Branch Name	Thiruvanmaiyur Branch
Account Number	2649101000360
IFSC Code	CNRB0002649

c) The inspection report received from the Inspection Committee will be taken into account while evaluating the tender. If the report of the Inspection Committee deputed for the purpose is not satisfactory, the offer of that firm will not be considered for further evaluation

5.8 EVALUATION CRITERIA:

- a. The evaluation of tender shall be made as per the clause No- 3 Eligibility criteria
- b. The tenders received without above documents will not be considered for further evaluation.
- c. The tenderer's past experience in quality and Supply performance i.e., quality of the material, timely supply to STUs and adherence to schedule will be taken into account while evaluation.
- d. The selection of bidder shall be made based on the Vendor Rating System. If two or more tenderers quote the same price, the Tender award Committee shall split the procurement among such tenderers taking into consideration of vendor rating while award of contract.
- e. For evaluation of tender, the provisions contained in the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 will be followed.
- f. Bidder must conform to the Terms and Conditions and duly signed in each and every page. Otherwise tender will not be considered and also any counter conditions against our terms and conditions shall be summarily rejected.
- g. The Student bus pass shall meet the specification given in the tender document. Otherwise tender will not be considered.
- h. The sample of the silica filled micro porous polyolefin sheet as per specification given in **Chapter 4** shall be enclosed with the Technical Bid. The tender received without sample is liable to be rejected.

- i. The tender must contain the name, residence and place of business of the person or persons making the tender and must be signed and sealed by the tenderer under his signature. A tender by partnership firm must be furnished with the full name of all partners and their business and residential addresses and be signed with the partner's names, by one of the partners or by a legally authorised representative followed by the signature and designation of the person or persons signing.
- j. The tenders by Corporations/Companies must be with the legal name of the Corporation/Company by the President or by the Secretary, or any other person or persons legally authorized to bind the Corporation/Company in the matter.
- k. If the firm is having offices in two or more places, the firm shall also mention the details of the same in the Technical Bid.
- I. The issue of students Bus pass in the form of smart card to TNSTU shall not be sub contracted under any circumstances.
- m. Based on the factory inspection report carried out by committee from STUs, the tender will be evaluated for further process. If found not satisfactory, the tender will be summarily rejected
- n. The technical bid documents received in physical submission but not uploaded in online will not be considered and will be treated as non responsive and not considered for further evaluation.
- o. After opening of commercial bid, the reverse auction will be conducted online Note : The Technically Qualified Bidders shall be ranked on the basis of the descending price offered in the Tender submitted by them. On the basis of such ranking the Technically Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or the top five Technically Qualified Bidders, whichever is higher, shall be considered to be qualified for participating in the second round of online electronic auction (the "Qualified Bidders"). Intimation shall be restricted only to the Qualified Bidders.
- p. Any counter conditions against our terms and conditions shall be summarily rejected.
- q. The bidder fails to meet out any one of the conditions the tender will not be considered for further evaluation.

5.9 PAYMENT OF SECRETARIAL ADMINISTRATIVE CHARGES

The successful bidder shall pay 2.25% plus GST on the value of invoice Basic Rate, as the Secretarial Administrative Charges to IRT, on all supplies made to the STUs.

5.10 Penalty for delay in the payment of Secretarial Administrative Charges

- a) The successful bidder shall make payment of Secretarial Administrative Charges in 30 days on receipt of the debit note invoice from IRT.
- b) The payment of Secretarial Administrative Charges shall be made by way of DEMAND DRAFT ONLY drawn in favour of "The Director, IRT, Chennai" payable at "Chennai" and the payment by cheque will not be accepted under any circumstances.
- c) After 45 days of issuance of debit note by IRT, if the amount is not settled by the contractor, IRT will communicate the amount to be deducted to the STUs, who in turn will settle the bills due to the company, after deducting the Secretarial administrative Charges due.
- d) TNSTUs will transfer the amount deducted to IRT.
- e) IRT will not accept any reason such as dues from STUs etc for delay in settling Secretarial Administrative Charges.
- f) The payment for the last month supply shall be released by the TNSTUs only after receipt of Certificate from IRT regarding settlement of Secretarial Administrative Charges by the respective Supplier.
- g) IRT will adjust the EMD amount for the pending payments of Secretarial Administrative charges.

5.11 Bid closing date and time

- a) The bidders shall submit the technical bid through on-line at MSTC Portal before **18.06.2022 at 15.00 hrs**.
- b) The bidder shall submit the technical bid through physical submission by superscribe tender document cover as "Tender for the Issuance of Student Bus Pass for the Academic year – 2022-23 to the all STUs (except SETC Ltd.,) in Tamil Nadu through MSTC Portal with E-tender cum Reverse Auction" and dropped in the tender box kept in the office of the Director, Institute of Road Transport, Taramani, Chennai-600113 on or before **18.06.2022 at 15.00 hrs.**

- c) The tender shall not be accepted after closing date and time fixed for receipt of tenders in both mode on-line and physical submission. Fax/Telegraphic tenders will not be accepted under any circumstances.
- d) If the bidder not submitted their technical bid in online will not be considered for technical bid evaluation.
- e) The technical bid documents received in physical submission but not uploaded in online will not be considered and will be treated as non responsive and not considered for further evaluation.
- f) Due to unforeseen events, if the tender opening date happens to be a holiday, the tender shall be opened on the next working day at the same time.

5.12 Pre-Bid Meeting date and time

The Pre-Bid meeting is to be held on **10.06.2022 at 12.00 hrs** at Institute of Road Transport, Taramani, Chennai – 600 113.

6. Tender Opening and Evaluation

6.1 Technical Bid Opening

TENDER OPENING:

Part – A : The Technical bid will be opened bid will be opened electronically on specified date and time as given in the NIT.

Part – B : Commercial bid will be opened electronically of only those bidder(s) whose technical bid found acceptable.

E-REVERSE AUCTION :

Schedule of e-reverse auction will be communicated separately . The Technically Qualified Bidders shall be ranked on the basis of the descending initial price offer submitted by them. On the basis of such ranking the Technically Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or the top five Technically Qualified Bidders, whichever is higher, shall be considered to be qualified for participating in the second round of online electronic auction (the "Qualified Bidders"). Intimation shall be restricted only to the Qualified Bidders.

a) The technical bid submitted by the bidders through on-line at MSTC Portal will open on **18.06.2022 at 15.15 hrs.**

- b) The tenders for technical bid submitted physically at IRT and online simultaneously shall be opened by a Tender scrutiny committee constituted for this purpose by the Director or his authorized representatives in the presence of the bidders who choose to be present at the Institute of Road Transport, 100 Feet Road, Taramani, Chennai 600 113 on **18.06.2022 at 15.15 Hours**.
- c) Based on the evaluation of technical bid, the short listed commercial bids shall be opened. The date and time of opening of the commercial bid will be intimated to the eligible tenderers later.

6.2 Tender Validity

The offered submitted by the bidders should be firm and valid for one year from the issuance of rate contract order.

6.3 Initial Scrutiny

- a. Initial Bid scrutiny will be conducted and incomplete details as mentioned in the condition clause no 5.1, 5.2, 5.3, 5.4 & 5.5 will be treated as nonresponsive.
- b. Bidders are submitted the tender document with subjective and conditional offers will be treated non responsive.

All responsive Bids will be considered for further evaluation.

The decision of IRT will be final in this regard.

6.4 Clarifications by IRT

When deemed necessary, IRT may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, IRT may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of IRT as stated above, such Bids may at the discretion of IRT, shall be rejected as technically non-responsive.

6.5 Tender Evaluation

6.5.1 Suppression of facts and misleading information

- a. During the Bid evaluation, if any suppression of facts and mis leading information or misrepresentation is brought to the notice of IRT. IRT shall have the right to reject the Bid and if after selection, IRT would terminate the contract, as the case may be, will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.
- b. Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, IRT shall have the right to seek the correct facts and figures or reject such Bids.
- c. It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria duly self attested, in which the name of the attesting officer, designation office seal should in the language of English and visible, as otherwise the tender will not be considered for further evaluation.
- d. The bidder shall produce the original for the Photo copies enclosed by them in the tender document if required, failing which the tender will be rejected.

6.5.2 Technical Bid Evaluation

a) A Tender Scrutiny Committee will examine the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.

6.5.3 Commercial Bid Evaluation

- a) The Commercial Bids of the Technically Qualified Bidders alone will be opened and evaluated. The Commercial Bid should include all expenses towards this Tender. The Commercial Bids will be opened in the presence of the Bidders at IRT. The Bidders or their authorised representatives will be allowed to take part in the Commercial Bid Opening.
- b) Commercial Bid evaluation will be done as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
- c) The following method of commercial evaluation will be adopted.

- The commercial Bid Evaluation shall include GST and other cost mention in the price bid such as delivery charges, transportation charges and installation charge etc.,
- In evaluation of the price of an imported item, the price shall be determined inclusive of the Customs duty with Counter Veiling Duty (CVD) as applicable.
- d) The prices will be evaluated as follows and the decision of IRT will be the final.
- e) After opening of commercial bid, the reverse auction will be conducted online and the final offered negotiation price offered by the bidder at the closure of reverse auction will be taken in to account as a final negotiated L1 rate.
- f) The Technically Qualified Bidders shall be ranked on the basis of the descending price offered in the Tender submitted by them. On the basis of such ranking the Technically Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or the top five Technically Qualified Bidders, whichever is higher, shall be considered to be qualified for participating in the second round of online electronic auction (the "Qualified Bidders"). Intimation shall be restricted only to the Qualified Bidders.

6.6 Negotiations

The Technically Qualified Bidders shall be ranked on the basis of the descending price offered in the Tender submitted by them. On the basis of such ranking the Technically Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or the top five Technically Qualified Bidders, whichever is higher, shall be considered to be qualified for participating in the second round of online electronic auction (the "**Qualified Bidders**"). Intimation shall be restricted only to the Qualified Bidders.

The Tender Award Committee reserves the rights to Negotiate with the L1 bidder and other successful bidders obtained as per the bid history after reverse auction if needed, in case the successful bidder has not participated in the reverse auction and rates are low their commercial bid quoted rate along with rates in the bid history of reverse auction will be considered.

6.7 Award of Contract

- a) Provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 and Terms and Conditions of the Tender will be followed.
- b) Tender Award Committee reserves the right to distribute the order to maintain regular supply and to compete for quality with additional source, as tyres are of critical and vital nature, the quantity may be divided between the successful bidders, and place orders with the bidders quoting the lowest evaluated price for not less than 60% of the quantity covered in the tender and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder whose bid is accepted.

c) No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained or paid on this account

6.8 BUSINESS RULES FOR e- REVERSE AUCTION

GENERAL TERMS AND CONDITIONS

- Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, IRT, hereinafter referred to as IRT, may resort to "REVERSE AUCTION PROCEDURE" i.e. e-REVERSE AUCTION on INTERNET.
- **2)** For the proposed e-reverse auction, technically and commercially acceptable Top five bidders or 50% of the bidders only shall be eligible to participate.
- 3) e-Reverse auction will be conducted on schedule date & time.
- 4) At the end of reverse auction event, the lowest bidder value will be known on the network.
- 5) The Technically Qualified Bidders shall be ranked on the basis of the descending price submitted by them. On the basis of such ranking the Technically Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or the top five Technically Qualified Bidders, whichever is higher, shall be considered to be qualified for participating in the second round of online electronic auction (the "Qualified Bidders"). Intimation shall be restricted only to the Qualified Bidders.

BUSINESS RULE FOR FINALIZATION IN REVERSE AUCTION:

IRT shall finalize the procurement of the item against this tender through e-tender cum reverse auction mode. IRT has made arrangement with M/s. MSTC Ltd who shall be IRT's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Techno-Commercial Bid.

- Computerized e-reverse auction shall be conducted by IRT, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. <u>Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither IRT nor M/s. MSTC is responsible for such eventualities.
 </u>
- 2) No deviation in the tender will be accepted.
- 3) UNIT OF MEASUREMENT as per UOM and BIDDING CURRENCY: Indian Rupees.
- 4) BID PRICE:, IRT Basis excluding Taxes and Duties.
- 5) The technical & commercial terms are as per IRT
- 6) VALIDITY OF BIDS: The Bid price shall be firm specified in the tender document and shall not be subjected any change whatsoever.
- 7) The detailed process for e-reverse auction is explained below:

The computer screen will display Start Bid Price(Lowest quoted in the tender) and which shall be visible to the all eligible vendors. You will be required to start bidding after announcement of Start Bid Price and decrement amount. Also, please note that the start price

of an item in e-reverse auction is open to all the participating bidders. Any bidder can start bidding, in the e-reverse auction, from the start bid price itself. If the start bid price is your own price, you still need to bid in the e- reverse auction. Also, please note that the first online bid that comes in the system during the e-reverse auction should be lesser than the auction's start bid price by one decrement or should be lesser than the auction's start bid price by multiples of decrement and so on.

- a) e-Reverse (no ties) Auction shall be for a period of one hour. If a bidder places a bid in the last 10 minutes of closing of the e-Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for 5 minutes, for the particular Event/Lot. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of e-Reverse Auction, the auction shall get closed automatically without any extension. However, the bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- b) The bidder can bid lower than the start bid price in e-reverse auction by a bid decrement or multiple of Bid decrement.
- c) The start price bid price for the e-reverse auction is L1 price arrived based on the evaluation and comparison of bids as mentioned above.
- d) Bidder will be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) {Reverse Auction}:

Leading Bid in the Auction Bid Placed by you Start Bid Price & Bid Decrement value.

- e) After the completion of e- Reverse (no ties), the Closing Price (CP) shall be available.
- f) Final price received from bidder will be taken as an offer to supply as per terms and conditions of tender document. Bids once made by the bidders, cannot be cancelled / withdrawn.
- g) During the e-reverse auction, if no bid is received in the auction system/website within the specified time duration, then IRT, at its discretion, may scrap the e-reverse auction process and considered sealed price bids of all technically and commercially acceptable bidders submitted earlier along with techno-commercial bids.
- h) IRT's decision on award of Contract shall be final and binding on all the Bidders. IRT shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason. IRT shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

6.9 IRT reserves the right to:

- Negotiate with the Bidder whose offer is the lowest evaluated price after reverse auction for further reduction of prices.
- > Insist on quality / specification of materials to be supplied.
- Modify, reduce or increase the quantity requirements to an extent of the tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.
- Change the list of areas of supply locations from time to time based upon the requirement of the purchase.
- If delivery performance of the Bidder is not as per the Schedule, then IRT reserves the right to reallocate the quantity to other Bidder.
- IRT / STUs reserves its right to inspect the bidder's factory before or after placement of orders and based on the inspection, IRT / STUs reserves a right to modify the quantity ordered.

IRT / STUs reserves its right to withhold any amount for the deficiency in the service aspect of the ordered items supplied to the Purchasers.

7. Execution of Work

7.1 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with IRT who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by IRT, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

7.2 Letter of Acceptance (LOA)

After acceptance of the Tender by IRT, a Letter of Acceptance (LOA) will be issued to the Successful Bidder by IRT.

7.3 Payment of Security Deposit (SD)

The successful Bidder will be required to remit a Security Deposit (SD) equivalent to two percent of the value of the order, inclusive of GST by way of Demand Draft payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period equivalent to the delivery period from the date of acceptance of the tender on receipt of confirmation from IRT / STUs.

7.4 Execution of Contract

a) The Successful Bidder should execute a Contract in the INR 100 non-judicial Stamp Paper bought in Tamil Nadu only in the name of the Bidder within one week from the date of Letter of Acceptance issued by IRT with such changes/modifications as may be indicated by IRT at the time of execution on receipt of confirmation from IRT.

- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of IRT. IRT reserves its right to cancel the purchase order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.
- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of IRT and IRT also have the right to recover any consequential losses from the Successful Bidder.

7.5 Release of Purchase Order

After execution of the Contract and payment of Security Deposit, "**Firm Purchase Order**" for the supply and commissioning of Tendered items will be issued to the Successful Bidder by IRT / STUs. The supply and payment will be based on the Purchase Order.

7.6 Refund of EMD

The EMD amount paid by the Successful Bidder(s) will be refunded after completion of the entire supply. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and issue of Firm Purchase Order to the Successful Bidder.

7.7 Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of entire supply subject to satisfaction of IRT / STUs. Such completion would be arrived at when the entire quantity is supplied by the Bidder as per the Contract Agreement and as per the LOA or order including Purchase Order(s) issued by IRT / STUs from time to time and also after achieving the performance guarantee of average kilometre new tyre life as specified in the tender document / Corrigendum.

7.8 Forfeiture of EMD and SD

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited by IRT.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited by IRT and the tender will be held void. If the successful bidder fails to sign the contract within the stipulated time, then the SD remitted will be forfeited and the tender will be held void.
- c) If the Successful Bidder fails to act upon to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by STUs.

7.9 Termination of Contract

7.9.1 Termination for default

- a) IRT may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by STUs ; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgement of STUs, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract or (iv) supplies the items inferior to the ordered / accepted / specifications.
- b) In the event IRT terminates the Contract in whole or in part, IRT may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to IRT for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

7.9.2 Termination for Convenience

IRT may by written notice, with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for IRT convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

7.10 Assigning of Tender whole or in part

The successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the written consent of IRT.

7.11 Liquidated Damages (LD)

Liquidated damage will be levied at the rate of 0.25% per day (Saturday, Sunday and Government holidays excluded) on the un-delivered portion of the material, if the delivery has not been completed in full within the stipulated period. The delivery period will effect from the date of receipt of confirmed consignee address. If the Successful Bidder fails to supply even after the lapse of one month after the stipulated date of delivery, then the orders/contracts are liable for cancellation and the EMD/ Security Deposit will be forfeited in addition to IRT reserving the right to blacklist the successful bidder for a period of three years from participating in IRT tenders. This alone will not relieve the Bidder and the difference in cost of the items purchased through other Technically qualified Bidders or any other alternative sources will be recovered from the successful Bidder.

7.12 Penalty for Non-Fulfilment of Tender

A Penalty will be levied at 5% of the total value of the Purchase Order, for non-fulfilment or non-observance of any of the conditions stipulated in the Agreement, Terms and Conditions and Rate Contract Order.

7.13 Other Conditions

- a) The final decision would be based on the technical capacity and pricing of the Bidder. IRT does not bind itself in selecting the bidder offering lowest prices.
- b) IRT reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of IRT for good and sufficient reasons.

8. REQUIREMENT - SCOPE OF WORK - DELIVERY SCHEDULE

8.1 REQUIREMENTS OF STUDENTS BUS PASS in the form of Smart Card

SI.No.	Name of the STUs	Quantity in Nos (Approximate)
1	MTC (Chennai) Limited	410000
2	TNSTC – Villupuram Limited	533005
3	TNSTC – Salem Limited	303500
4	TNSTC – Coimbatore Limited	400507
5	TNSTC – Kumbakonam Limited	696400
6	TNSTC – Madurai Limited	262000
7	TNSTC – Tirunelveli Limited	248566
	Total	2853978

The quantity mentioned is only indicative TNSTUs may change the quantity based on current requirement.

8.2 Scope of Work

Procedure for Issuance of Student Bus Pass

The procedure for executing the above work are as detailed below:-

- 2.1 Students studying from 1st standard to 12th standard in Government recognized schools and students studying in Govt. Arts and Science Colleges, Govt. Polytechnics & Govt. Industrial Training Institute are eligible for getting the Students bus pass in the form of Smart Card.
- 2.2 The issue of Bus passes in the form of Smart Card to the students shall be carried out at the respective schools/colleges and at the respective TNSTUs as per the schedule given by the concerned TNSTU.
- 2.3 The data have to be obtained from the TNSTUs in the application forms of the respective Schools duly authenticated by the Head of the Institution. Based on these applications, passes are to be prepared. In this regard, the successful tenderer should also make arrangements to get the fare stage for these new students from the concerned TNSTUs and incorporate the same into the data file. The **data entry** for the free pass shall be done by the staff of the successful tenderer and shall be in **ENGLISH** or **TAMIL** as may be decided.
- 2.4. The successful tenderer should develop necessary software for capturing students pass details and printing the passes with photo and pass details in the Smart Card.
- 2.5 The tenderer should demonstrate the programme package well in advance and get the approval from the concerned TNSTU before implementation.
- 2.6 The pass should be printed by using Silica filled micro porous polyolefin sheet capable of printing on offset / laser/ screen / digital press and laminated with 75 microns PET + 50 microns EVA (each leaf). The total thickness (finished) Student Bus Pass should be more than 450 microns thickness (<u>+</u>5%micron). The tenderer should enclose a letter of authenticity along with the Technical Bid for the specification of the material used from the manufacturers/ distributors of silica filled micro porous polyolefin sheet.
- 2.7 To tenderer should enclose a sample of 10 Nos.of the Card as per the specification along with Technical bid.
- 2.8 Students photo and other details shall be printed on one side and the travel conditions and photograph of a dignitary shall be printed on other side.

- 2.9 The printing should be in 4 colours front and back with variable images/text in monochrome. The pass card-printing layout should be got approved from the concerned TNSTU, by the successful tenderer before starting the work. In printing the free passes. The pass numbers shall be generated with school code/college code prefixed to it and printed in the passes. The pass numbers should be unique. School codes/College codes will be provided by the concerned TNSTU.
- 2.10 The holograms will be supplied by the concerned TNSTU for affixing in the passes.
- 2.11 After affixing holograms, the pass should be laminated with 125-micron high quality heat seal laminating by using their own equipments.
- 2.12 The pass card should be handed over to the concerned TNSTUs within 24 hours as per the schedule given by the concerned TNSTU.
- 2.13 The successful tenderer should mobilize sufficient number of personal computers, Laser Printers (Colour) and Laminating Machines, Card Punching Machine / Die Cutters, High Speed Photo Scanner, UPS and accessories to complete the work within the stipulated time specified by the TNSTU.
- 2.14 The successful tenderer should not issue duplicate passes without written authorisation from the concerned TNSTU.
- 2.15 The successful tenderer has to depute a personnel for each TNSTU to sort out the issue and successful issue of Students Bus Pass in smart card within the time prescribed by the TNSTU. The local contact address with telephone and mobile numbers of the responsible person has to be given to the concerned TNSTU.
- 2.16 It is the sole responsibility of the successful tenderer to keep their computer systems and other accessories installed at TNSTU under their safe custody.
- 2.17 Electricity charges involved, for issuing Student Bus Pass in the TNSTU premises shall be borne by the successful tenderer.
- 2.18 Un-used and defective holograms shall be returned to the concerned TNSTU at the closure of the contract.
- 2.19. The successful tenderer shall send the following items every day to the respective TNSTU.
- a) The data file of the passes issued with the following details on CD / DVD:-
- i. Name of the School
- ii. Place of School
- iii. School Code No.
- iv. Bus fare for single journey
- v. Date of issue

IRT, Chennai- 113

- vi Application number
- vii Pass Number
- viii Name of the student
- ix Class
- x Section
- xi Address
- xii Travel from (Origin)
- xiii Travel to (Destination)
- xiv Photo

The responsible person employed by the successful tenderer should also sign in the acknowledgement report.

- 2.20. After completion of issue of Bus passes to the students in the form of Smart Card with image the successful tenderer shall give a final report on the total number of passes issued (School/College-wise/Date of issue-wise) with the following details for final reconciliation and for making payments.
 - i Date of issue
 - ii Application number
 - iii Pass Number
 - iv Name of the student
 - v Class
 - vi Section
 - vii Address
 - viii Travel from (Origin)
 - ix Travel to (Destination)
 - x Number of kms
 - xi. Name of the School
 - xii. Place of School
 - xiii Photo

These details should be furnished in CD / DVD media -two copies and print-out -one copy.

- 2.21 The cost of the stationery items required for taking all reports, computer consumables, back up media like C.D/ DVD shall be borne by the successful tenderer.
- 2.22 The successful tenderer shall keep sufficient number of back-up of all data files and other information in the media and hand over all the back-up media including the software programmes to the respective STUs on completion of the work and to the Institute of Road Transport, Taramani.
- 2.23 The scope of work shall cover all the works enumerated above apart from the following works, for the approximate number of students bus passes:

- a) Development of program package for capturing data and printing of free passes in silica filled micro porous polyolefin sheet in colour and handing over the finished passes to concerned STUs with proper acknowledgement
- b) Usage of computer systems and other equipments in connection with the issue of passes.
- c) Laminating the passes including lamination sheets. The thickness of the lamination sheets should be of 125 microns.
- d) Manpower utilization.
- e) Mobilizing the Computer systems and accessories as required in this tender.
- f) Cost of media and printouts specified in this tender.
- g) All taxes applicable.

The rates shall be offered taking into account all the above factors.

8.3 Delivery Schedule

The student's bus pass issue would commence from the date of awarding the work order as per the time schedule given by TNSTUs.

8.4 Testing of Random Samples

Firm / bidder has to supply the ordered quantity to various stores (as per supply order). The random samples from the supply received against one delivery schedule are liable to be got tested at CIRT, Pune or any other NABL accredited test house / laboratory as per specification mentioned in the tender.

In case the random samples, drawn from the supplied stores found meeting the prescribed specifications, then test charges and cost of samples etc., will be borne by the corporation otherwise if any sample from the lot was not found meeting the prescribed specification in testing, then complete lot supplied against the schedule to all the stores as per above will be rejected and firm / bidder will have to replace the failed materials within 15 days from the date of issuing of letter of rejection, failing which STUs, have right to make the purchase of rejected stores from the alternate sources available without issuing any further notice, Moreover, recovery of testing charges along with cost of sample, postage charges and administrative charges etc. as per ASRTU criteria will be imposed on the firm / bidder and firm / bidder will be cautioned to improve the quality strictly as per specifications for future supplies. The penalty as per ASRTU weightage chart will be imposed on the firm / bidder for the material that had been consumed by the time the report of testing is received by the STUs. On receipt of consecutive two failed test reports of testing of random samples for the same item, the pending order of the firm / bidder will be cancelled and the firm / bidder will be debarred for participation in future tenders for period as decided by the Managing Director (STUS) / Director (IRT), in addition to replacement of the rejected store and imposition of additional penalty of 1% of total lot value as mentioned above.

8.5 Price Fall Clause

The firm shall inform STU / IRT in writing within 30 days positively from date of submitting lower rate (s) and / or any better terms & conditions offered of any of member STUs or any Govt. / Semi Govt. owned organization directly or by any of its Sole Selling Agent/ Distributor for which this contract is established.

STU/ IRT shall have the right to take any action as stipulated under Fall clause of tender documents in the event of firm not informing the lower rate (s) and / or any better terms & conditions within 30 days positively.

The purchasing STU shall ensure that the details of lower rates and / or better terms than those agreed in this contract if offered by the firm are duly communicated to IRT without delay.

During the period of contract, the supplier should show no discrimination to the Corporation by supplying at lower rates and better terms and conditions to any STU's in India in similar conditions. If any supply is made by the supplier at the lower rates and better terms and conditions in similar conditions, in that case, lower rates and better terms and conditions would be applicable on supplies to the IRT / STUs with effect from the date of such supplies at lower rates to other STU's.

9. Payment Clause

a) 75% of the due amount on every 15 days will be paid for the number of passes issued during that time span.

b) The balance amount will be paid to the successful tenderer on completion of supply of entire quantity ordered, subject to deduction of penalty amount, if any, for not fulfilling the conditions of the agreement after due reconciliation.

c) IRT may not relax these terms of payment or consider any alternative payment terms. Tenderer should, therefore, in their own interest note this provision to avoid rejection of their tenders.

Appendix-1 Model Form of Contract

(To be executed on a Rs. 100/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder for the supply and commissioning of High End Servers and Related items)

(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)

AGREEMENT FOR ISSUANCE OF STUDENT FREE BUS PASS

THIS AGREEMENT made this ()	between the MANAGING DIRECTOR,
(name of purchaser)) (City of Purchaser) hereinafter "the
Purchaser "of one part and M/s	(Name of Supplier) having its
registered office at	hereinafter " the Supplier " of the other
part.	

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

- 1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.,
 - a) The Tender Document, including corrigendum's
 - b) Detailed final offer of the successful bidder
 - c) Rate Contract Order / Purchase orders issued by IRT / STUs from time to time
 - d) The Technical Specifications,
- **3**. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Student bus pass and to remedy defects therein in conformity with all aspects of the provisions of this Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Student bus pass and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the contract.
- **5.** The Student bus pass supplied under this contract shall strictly conform to the specifications given in the tender .
- 6. The supply of Student bus pass shall be as per the schedule given in the Purchase

Order placed by the purchaser.

- 7. The delivery of Student bus pass shall be made at the respective stores of the Purchaser as specified by the Purchaser in the Purchase Order.
- **8.** The supplier should settle warranty claim for prematurely failed Student bus pass due to manufacturing defects within a period not exceeding fifteen days.
- **9.** If supplies are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the Purchaser, if any, the Purchaser reserves the right to purchase such requirements from any available source and any extra expenditure incurred thereof will be recovered from the supplier's bills due for payment or from the Security Deposit. Further the supplier has to reimburse all the liquidated damages / losses arising due to non-fulfilment of contractual obligations.
- **10.** If the supplier violates any of the conditions stipulated in the agreement, the Purchaser shall be at liberty to cancel the agreement and entrust the order with some other supplier, in which case, the purchaser shall pay the additional expenses incurred for the order diversion or action will be taken to recover the same from their security deposit.
- **11.** Upon receipt of the Student bus pass at the respective destination and after inspection of Student bus pass supplied, the Purchaser or his nominee will issue an acceptance certificate specifying the date of acceptance. The Student bus pass found defective due to defective packing or otherwise inconformity with the requirement, the contract shall be withheld until such time the defects are corrected.
- **12.** The issuance of the acceptance certificate shall be without prejudice to the results of testing and action thereafter and shall no way relieve the supplier of his responsibility for the quality and specification of the Student Bus Pass.
- **13.** The Purchaser reserves the right to terminate the contract If the supplier fails to deliver Student Bus Pass within the time specified in the contract or within the period for which extension has been granted or if the supplier fails to comply with any other provisions of this contract.
- 14. If the supplier becomes bankrupt or has a receiver order made against him or compound with his creditors, or the supplier being Corporation commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstitution, or carries on its business under a receiver for the benefit of its creditors or any of them, the Purchaser shall be at liberty to terminate the contract forthwith by notice in writing to the supplier or to the liquidator or receiver or to any person in whom the contract may become vested or to give such liquidator, receiver or other person to the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract upto an amount to be determined by the Purchaser.
- **15.** If the supplier finds it impracticable to continue operation or if owing to force majeure reasons or for any cause beyond his control, the Purchaser finds it to impossible to

continue the operation, then prompt notification in writing shall be given by the party affected to the other.

- **16.** If the delay or difficulty so caused cannot be expected to cease or become avoidable or if operation cannot be resumed within three months, then either party shall have the right to terminate the contract by giving thirty days, written notice to the other, in the event of such termination of the contract, payment to the supplier will be made as follows:
 - i) The supplier shall be paid for all Student Bus pass approved by the Purchaser or his nominee and for any other legitimate expenses due to him.
 - ii) If the Purchaser terminates the contract owing to force majeure or due to any cause beyond the control, the supplier shall additionally be paid for supply made during the said three (3) months period including any financial commitment made for the proper performance of the contract and which are not reasonably defrayed by payments under (i) above.
 - **iii)** The Purchaser shall release all bonds and guarantees at his disposal except in cases where the total amount of payments to the supplier exceeds the final amount due to him in which case the supplier shall refund the excess amount within sixty (60) days after termination and the Purchaser thereafter shall release all bonds and guarantees. If the supplier fails to refund the amounts received in excess within the said period, such amounts shall be deducted from the bonds or guarantees provided.
- **17.** On termination of the contract for any cause, the supplier shall see to the orderly suspension and termination of operations, with due considerations to the interests of the Purchaser with respect to completion, safe-guarding or storing of Student bus pass produced for the performance of the contract and the salvage and resale thereof.
- **18.** The supplier shall not be liable for any liquidated damages for delay or failure to perform the contract for reasons of force majeure such as acts of God, acts of public enemity, acts of Governments, fires, floods, epidemics, strikes, affecting production over duration of more than seven consecutive days and provided that the contractor shall within ten (10) days from the beginning of such delay notify the purchaser in writing of the cause of delay. The purchaser shall verify the facts and grant such extension if the same is justifiable.
- **19.** The supplier shall insure the Student Bus pass proposed to be supplied during transit.
- **20.** If the Student Bus pass or any portion thereof are damaged or lost during transit, the Purchaser shall give notice to the supplier / insurance company and the supplier setting forth particulars of such Student bus pass damaged or lost. The replacement of such Student bus pass shall be effected by the supplier within a reasonable time to avoid unnecessary delay. The price of the replacement items shall be recovered from the insurance coverage provided for this purpose.

- 21. The supplier shall replace the Student Bus Pass damaged during transit at free of cost.
- a. In the event of Student Bus pass supplied by the supplier is found defective or otherwise not inconformity with the contract specifications, the purchaser shall reject the Student bus pass and request the supplier in writing to replace the same. The supplier on receipt of such notification shall replace the defective Student bus pass at free of cost within two weeks. If the supplier fails to do so, the Purchaser may
- i) at his option replace such defective Student bus pass and recover the extra cost so involved from the contract price plus fifteen percent to cover the overhead expenses; or
- ii) terminate the contract for default.
- **23.** If the delivery of Student bus pass is delayed due to reasons beyond the control of the supplier, the supplier shall without delay give notice to the Purchaser in writing of his request for an extension of time. The purchaser on receipt of such notice may agree to extend the delivery date specified in the schedule as may be reasonable but without prejudice to other terms and conditions of the contract.
- 24. If the supplier fails to deliver Student bus pass within the time specified in the contract agreement or any extension thereof, the Purchaser shall be at liberty to recover from the supplier, as liquidated damages, a sum of quarter of percent (0.25 percent) of the contract price of the undelivered Student bus pass for each day of delay. The total liquidated damages shall not exceed ten percent (10%) of the contract price of Printing and Supply of Ticket so delayed.
- **25.** The supplier shall not assign or transfer the contract or any part thereof without the prior approval of the Purchaser.
- **26.** Except as otherwise specifically provided in the contract, all disputes concerning question of fact arising under the contract shall be decided by the Director, IRT subject to a written appeal by the supplier to the Director, IRT whose decision shall be final to the parties hereto.
- **27.** The contract shall be construed according to and subject to the laws of India and jurisdiction of courts of Chennai only.
- **28.** Whenever any claim for the payment of a sum to or the recovery of an advance by the Purchaser arises out of or under this contract against the supplier the same may be deducted by the Purchaser from any sum then due or which at any time thereafter may become due to the supplier under this contract and failing that under any contract with the Purchaser or from any other sum due to the supplier from the Purchaser.
- **29.** Where the supplier is an individual or business concern or a Hindu Undivided Family business concern or a partnership firm or a private limited company or a public limited company, the prior approval in writing of the Director, IRT shall be obtained before any change is made in the constitution of such business concern.

- **30.** The supplier agrees to make payment of Secretarial Administrative charges @ 2.25% plus GST on invoice Basic Rate to IRT within the period stipulated in the Tender schedule by mean of Demand Draft drawn in favour of "The Director, IRT" Payable at Chennai.
- **31.** The supplier further agrees to pay penalty for delay in payment of Special Administrative Charges as per Tender Condition.
- **32.** Firm / bidder has to supply the ordered quantity to various stores (as per supply order). The random samples from the supply received against one delivery schedule are liable to be got tested at CIRT, Pune or any other NABL accredited test house / laboratory as per specification mentioned in the tender.

In case the random samples, drawn from the supplied stores found meeting the prescribed specifications, then test charges and cost of samples etc., will be borne by the corporation otherwise if any sample from the lot was not found meeting the prescribed specification in testing, then complete lot supplied against the schedule to all the stores as per above will be rejected and firm / bidder will have to replace the failed materials within 15 days from the date of issuing of letter of rejection, failing which STUs, have right to make the purchase of rejected stores from the alternate sources available without issuing any further notice, Moreover, recovery of testing charges along with cost of sample, postage charges and administrative charges etc. as per ASRTU criteria will be imposed on the firm / bidder and firm / bidder will be cautioned to improve the quality strictly as per specifications for future supplies. The penalty as per ASRTU weightage chart will be imposed on the firm / bidder for the material that had been consumed by the time the report of testing is received by the STUs. On receipt of consecutive two failed test reports of testing of random samples for the same item, the pending order of the firm / bidder will be cancelled and the firm / bidder will be debarred for participation in future tenders for period as decided by the Managing Director (STUS) / Director (IRT), in addition to replacement of the rejected store and imposition of additional penalty of 1% of total lot value as mentioned above.

33. The firm shall inform STU / IRT in writing within 30 days positively from date of submitting lower rate (s) and / or any better terms & conditions offered of any of member STUs or any Govt. / Semi Govt. owned organization directly or by any of its Sole Selling Agent/ Distributor for which this contract is established.

STU/ IRT shall have the right to take any action as stipulated under Fall clause of tender documents in the event of firm not informing the lower rate (s) and / or any better terms & conditions within 30 days positively.

The purchasing STU shall ensure that the details of lower rates and / or better terms than those agreed in this contract if offered by the firm are duly communicated to IRT without delay.

During the period of contract, the supplier should show no discrimination to the Corporation by supplying at lower rates and better terms and conditions to any STU's in India in similar conditions. If any supply is made by the supplier at the lower rates and better terms and conditions in similar conditions, in that case, lower rates and better terms and conditions would be applicable on supplies to the IRT / STUs with

effect from the date of such supplies at lower rates to other STU's.

- **34.** Any dispute or differences including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached, then all disputed issues shall be settled by Arbitration.
- **35.** All disputes, differences, questions and claims either by way of specific performance or damages or in respect of the performance or breach of the obligations on the part of the parties to this contract in connection with or in relation to or in any way arising out of or under the terms and provisions of this contract shall be referred to arbitration, determinable at Chennai consisting of two arbitrators, one to be appointed by each party. The arbitration proceedings shall be held at such place or places as the arbitrators may decide from time to time in accordance with and under the provisions of the Arbitration Act, 10 of 1996 or any statutory modifications thereof, for the time being in force and the arbitrators shall have the power to make an interim award or awards and the such award shall be a condition precedent to the obtaining of any relief in any court of law. In the event of disagreement between the two arbitrators, such disputes or differences shall be determined by an Umpire who shall appointed by the arbitrators as provided in the said Act. The language of arbitrations shall be in English

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said

MANAGING DIRECTOR...... (For the Purchaser)

In the presence of

Signed, Sealed and Delivered by the said

M/s. (For the Supplier)

In the presence of

Appendix - 2 Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper – with reference to clause 7.3)

To The Managing Director

Bank Guarantee No: Amount of Guarantee: Guarantee covers from: Last date for lodgement of claim:

	This	Deed	of Guaran	tee e	xecuted	by		(Bankeı	's l	Name &
Addr	ess) h	aving ou	ur Head Of	ffice at	t		.(addre	ess) (hereina	fter	referred
to	as	"the	Bank")	in	favour	of	The	Managing		Director,
								(hereinaf	ter	referred
to a	s "the	Benefi	ciary") for	an a	amount	not exce	eeding	Rs	_/-	(Rupees
		Only) a	s per the	reque	st of M/	′s	_ havi	ng its office	ad	dress at
		(here	einafter ref	ferred	to as "	Supplier")) again	st Letter of	Acc	eptance
refer	ence		·			dated		//		of
								// guarantee		
M/s.							This		is	issued
M/s. subje	ect to t	he cond	ition that th	ne liabi	ility of the	e Bank u	This nder th	guarantee	is is li	issued imited to
M/s. subje a ma	ect to ti aximum	he cond n Rs	ition that th	ne liabi upees	ility of the	e Bank u Only) :	This nder th and the	guarantee is guarantee	is is li shal	issued imited to Il remain
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AND WHEREAS it has been stipulated by you in the said ORDER that the Supplier shall furnish you with a Bank Guarantee by a Scheduled/Nationalised Bank for the sum specified therein as security for compliance with the Contractor's performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier up to a total of Rs._____/- (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____/- (Rupees ______ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Supplier.

This Guarantee is valid until _____ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein

Our liability under this guarantee shall not be exceed Rs.____/- (Rupees _____ Only). This bank guarantee shall be valid up to ___ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____

Witness:

(Signature)

(Name in Block Letters)

Annexure-1 Technical Bid

	A1.1 Check-list for Enclosures	
Docu	ments to be submitted	Fill (YES or NO)
and doc onlii	d Tender Technical Bid Form duly signed by the bidder in each every page of the tender document along with required proof ument as specified in the tender clause should be uploaded ne and physical submission. Otherwise tender will be umarily rejected.	
-	ent of EMD amount to be executed if excepted for TNSSI and NSIC.	
Facto	ry Inspection Fee	
-	ent for Tender document fees if tender document downloaded bidder.	
Two F	Part Bid submission	
Letter	of Authorisation for signing the Tender document	
Eligib	ility Criteria	
1.	Proprietor Details	
2.	Corporation / Company details	
3.	Previous Experience	
4.	Branch Office and Equipment details	
5.	Copies of the Audited Balance sheets and Profit and Loss account for the last 3 Financial years (2018-2019, 2019-2020, 2020-2021 years).	
	The Bidder shall enclose the certificate for the turnover obtained from the auditors separately (or) the annual balance sheet duly attested by the Chartered Accountant.	
6.	Copies of the challan for the payment of GST.	
7.	The bidder should enclose letter of authenticity in original issued by the manufacturer/distributor of silica filled, micro porous polyolefin sheet along with the Technical Bid for the specification of materials.	
8.	Language of the supporting documents only in English	

1.2 Profile of the Bidder

I. INFORMATION ABOUT MANUFACTURER:

1)	a) Name of the tenderer	
b)	Whether registered /Un -registered .	
2)	Full Address	
a)	Permanent /Correspondence	
b)	Telephone No.	
c)	Mail ID	
3)	Whether the tenderer is an individual/ Firm / company / Others (If Firm, Names and Addresses of all partners). If company, Names and addresses of Director / Managing Director shall be furnished	
4)	Statutory Status	
5)	Nature of Business held	
6)	Turn over during the past three financial years in Rupees. (PI. enclose Audited Annual Accounts) for the year duly certified by a Chartered Accountant for any one of the year fulfilling minimum annual turn over.	1) 2018-2019 2) 2019-2020 3) 2020-2021
7)	(a) Proof for Income Tax Returns for the last three years.(b) GST Registration Certificate enclosed.	Yes / No Yes / No
8)	Number of Computer systems, printers etc., readily available.	
	1 Computer Systems	
	2 High Speed Photo Scanner	
	3 Laser Printer (Colour)	
	4 Lamination Machine	
	 5 Die Cutters / Card Punching Machine 6 UPS with Sufficient power supply Backup (or) combined UPS for total power supply for all the computers 	

9)	Previous experience in Bus Pass/Smart Card : (Copy of evidence with completion certificate to be attached with the Technical Bid and original to be shown/ Produced on demand)	
10)	Whether letter of authenticity : Yes / No	 a) Yes
	for the specification of the material used from the Manufacturer / Distributor of silica filled, micro	 b) No
	porous polyolefin sheet enclosed with the	,
	Technical Bid.	
	If Yes Proof to be enclosed	
11)	Details of Branches especially in Tamil Nadu	
	(Details of address Proof like Lease Deed, Telephone Bills etc., to be furnished)	
12)	Bankers Name and Address	
13)	Present contracts, if any with other Transport Corporations/ others (Details to be furnished)	
14)	Other details if any	
15)	EMD Remitted Details	
	a) Amount of EMD Rs.2,00,000/-	
	b) Bank, DD/Pay Order No. & Date	
16)	Details of Remittance of Factory Inspection Fee.	
	a) Amount of Factory Inspection Fee Rs.20,000/-	
	b) Bank, DD / Pay Order No & Date	
17)	Details of Remittance of Tender document cost Fee	
	a) Tender Document Fee Rs.17,700/-	
	b) Bank, DD / Pay Order No & Date	

Date:

Signature of the Tenderer:

Company seal:

Name (in BLOCK letters) :

SIGNATURE OF THE TENDERER

SEAL: DATE:

A 1.3 Declaration

To The Director, The Institute of Road Transport, 100 Feet Road, Taramani, Chennai 600 113.

Sir,

I/We hereby offer to prepare and issue Students Bus pass in the form of Smart Card with image to the Tamil Nadu State Transport Undertaking (TNSTU) upon and in accordance with the General Conditions of tender hereto annexed apart from the conditions as may be agreed to between the TNSTU and me/ us, at the price given by me/us as per the terms in the schedule attached to the tender, only those items as you may specify in the acceptance of the tender and within the Delivery Period set forth in the said schedule. I/We enclose the Demand Draft/Pay Order of Rs.2,00,000/- (Rupees Two Lakhs only) being the Earnest Money Deposit. I/We have carefully read and understood the terms and conditions and the specifications and other details/set out in the Tender schedule and Annexure. I am/We are fully aware of the nature and specifications of the stores in accordance with your requirements. I/We agree to hold this offer for a period of 120 days from the date of opening of the commercial bid. I/We declare that no other party will have any interest in the contract if this tender is accepted. I/We agree that the TNSTU shall not be bound to recognize any person or persons other than me/us or authorised officials as having any interest in the contract and will be at liberty to terminate the contract at any time if it shall appear that this declaration is not true in fact. Acceptance of this tender within prescribed time by the Tender Award Committee shall constitute a valid contract for issue of Students Bus pass according to the terms and conditions and in accordance with the specifications and details referred to above. I/We further agree to comply with the terms and conditions of the rate contract that may be awarded to me/us on the basis of this offer and in the event of my/our failing to do so during the period of the Rate Contract, I/We agree to the forfeiture of the Earnest Money Deposit of Rs.2,00,000/- (Rupees Two Lakhs only). I/We further agree to remit Secretarial Administrative Charges to IRT as per the Tender Conditions in case we are awarded rate contract and is /are also aware of the fact that delay in rebate payment would entail penalty besides suspension of Contract and abide by the same

	Signature of the Tenderer
Date:	Name:
Place:	Designation

Encl:

Demand Draft/Order bearing No. Dated drawn in favour of the Director, The Institute of Road Transport, Taramani, Chennai-600 113

A 1.4 Format for Power of Attorney for Lead Member of Consortium

(On a Stamp Paper of appropriate value in case Bidder is a Consortium)

Consortium's bid for the issuance of Student Bus Pass and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS We, M/s having our registered office at, and M/s., having our registered office at, and

(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to gueries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the App & Website Project and/ or upon award thereof till the Agreement is entered into with the Authority and hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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/ Consortium.

(Executants) (To be executed by all the Members of the Consortium) Accepted Notarised (Signature, name, designation and address of the Attorney)

A 1.5. SPECIMEN COPY OF UNDERTAKING IN LIEU OF EMD

ON NON-JUDICIAL STAMP PAPER OF EQUIVALENT VALUE OF Rs.50.00 UNDERTAKING IN LIEU OF EMD

THIS DEED OF UNDERTAKING EXECUTED AT ON THE DAY OF TWO THOUSAND TWENTY ONE

By M/s

Hereinafter called the tenderer (which expression shall where the context

so admits mean and include their agents, representatives, successors in office

and assigns.)

To and in favour of Institute of Road Transport having the office at 100 Feet Road, Taramani, Chennai-600113 hereinafter called the IRT (which expression shall here the context so admits mean and include its successors, in office and assigns), whereas the tenderer is exempted from payment of Earnest Money Deposit for participation in the tender for Issuance of Student Bus Pass and whereas the tenderer is exempted by the IRT from payment of Earnest Money Deposit subjected to the tender execution and undertaking to the value of **Rs.2,00,000/-(Rs.Two Lakhs only)** - deposit specified to be paid to the IRT in the event of non-fulfillment or breach of any of the conditions of the said tender by the tenderer as mentioned hereunder:-

- 1. Withdrawing his tender before the expiry of the validity period, or
- 1. Withdrawing his tender after acceptance, or
- 1. Violating any of the conditions of the tender issued by the competent authority.

Now this undertaking witnesses that in pursuance of the said agreement the tenderer hereby both covenant with the IRT that in consideration of the IRT waiving the condition of payment of EMD in cash in terms of the said specification, the tenderer has agreed to pay to the IRT all losses in the event of:-

- 1. Withdrawing his tender before the expiry of the validity period,
- 2. Withdrawing his tender after acceptance, and
- 3. Violating any of the condition of the tender issued by the competent authority.

Now the condition of the above written undertaking is such that if the tenderer shall duly and faithfully observe and perform the condition specified as above. Otherwise the same shall remain void.

IN WITNESS WHEREOF THIRU acting for and on behalf of the tenderer has signed this deed on the day, month and year herein before first mentioned.

In the presence of Witness: Signed and delivered by on behalf of the Tenderer.

2.

In the presence of Witness: Accepted for and on behalf of the IRT, Chennai.

- 1.
- 2.

Annexure-2 - COMMERCIAL BID – Student Bus Pass

"E-TENDER REF NO": 23/Student Bus Pass/CP/IRT/2022 (Submitted only On-line)

Description	Basic Price per Student Bus Pass in Rs.	GST 18% extra	Total Net. Price per Student Bus Pass in Rs.
Issue of bus passes to students in Smart Card by developing required software, mobilizing sufficient number of systems with accessories and required manpower for collecting application forms and photos of the students from the STUs, capturing pass details, printing, affixing hologram and laminating free pass in the respective TNSTU premises (Specification – Chapter – 4)			
Dimension of Student Bus Pass in the form of Smart Card : 85mm X 53.5mm - laminated with 125 microns high quality laminating pouches (each leaf) 75 Micron PET+50 Micron EVA (each leaf). The total thickness (finished) student bus pass should be more than 450microns, thickness (+/-5% micron thickness)			

Date:

Company seal:

Signature of the Tenderer

Name (in BLOCK letters)

Address