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भारतीय प्रौद्योगिकी संस्थान धारवाड

Indian Institute of Technology Dharwad

Near High Court, PB Road, Dharwad-580011

TEL NO: +91 836 2212 839

**TENDER FOR EMPANELMENT AND RATE CONTRACT FOR
HIRING VEHICLES ON MONTHLY AND AS ON REQUIRED
BASIS AT IIT DHARWAD**

Tender no: IITDH/C&S/2019-20/23/TPT

Notice Inviting Tender (NIT)

1.	Date of Tender Publishing	19 February 2020
2.	Pre-bid meeting and site visit at IIT Dharwad	02 March 2020 at 1130 hrs <u>(Attending pre-bid meeting is a mandatory condition for participating in this tender)</u>
3.	Date of publishing pre-bid queries (to be uploaded on the website) and publishing revised tender document (as the case may be)	06 March 2020
4.	Tender submission start date	07 March 2020
5.	Last Date and Time for Submission of Tender	12 March 2020 at 1100 hrs (No late bid will be accepted)
6.	Opening of Technical Bid	12 March 2020 at 1130 hrs
7.	Address for submission of bid documents	The Assistant Registrar (C&S) IIT Dharwad Pune Bengaluru Highway Near High Court Dharwad bench Dharwad, Karnataka – 580011
8.	Venue for opening of Technical Bid	Same as above
9.	Duration of Contract	Initially for a period of one year. (Subject to further extension on a year on year basis as per tender terms)
10.	EMD	Rs. 50,000/- (Rupees Fifty Thousand Only) (Firms having valid NSIC / MSME certificate may be exempted)
11.	Tender value	Empanelment and Rate Contract
12.	Bid Validity	180 days
13.	Schedule of Opening Commercial Bids	Schedule for opening of Commercial Bids will be notified only to the bidders qualifying the Technical Bid evaluation. Presence of the bidder or his/her authorized representative at the time of opening of the Commercial bids is highly preferable.

**Detailed tender notice can be downloaded from the CPPP portal and Institute website at:
http://iitdh.ac.in/announcements_tenders.php**

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Dharwad without any obligation or liability whatsoever.

**Sd/-
Assistant Registrar (C&S)
IIT Dharwad**

GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS

1. Indian Institute of Technology, Dharwad invites proposals from reputed and reliable firms **for empanelment and rate contract for hiring vehicles on monthly and as on required basis** as per scope and guidelines provided in the Tender Documents.
2. Bidders are advised to study the Bid document carefully. All the provisions listed out in the Tender Document issued by IIT Dharwad shall be binding upon the participating bidders.
3. Bidder shall not tamper/modify the tender form including price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder will be liable to be blacklisted.
4. An authorized representative of the Bidder shall initial/sign all pages of the bid before submission. The authorization shall be in the form of a written power of attorney or board resolution in the name of the authorized signatory accompanying the Technical Bid. The Bidder is required to submit the copy of power of attorney or board resolution along with the Technical Bid documents, demonstrating that the representative has been duly authorized to sign.
5. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
6. Intending bidders are advised to visit institute website: <https://www.iitdh.ac.in/> and Central Public Procurement Portal (CPPP) website regularly especially prior to due date for submission of bid for any corrigendum/ addendum/ amendment and other bid related updates.
7. Bids will be opened as per date/time as mentioned in the NIT. The response to the TENDER DOCUMENT should be submitted on or before the date and time specified in the NIT. Bids shall be submitted only manually as hard copy. IIT Dharwad shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.
8. IIT Dharwad reserves the right to reject any or all the Bids in whole or part without assigning any reasons. This 'Invitation to Bid' is non-transferable under any circumstances.
9. IIT Dharwad invites Open Tender Enquiry (OTE) under two bid system **for empanelment and rate contract for hiring vehicles on monthly and as on required basis**. Technical Bid along-with supporting documents, Earnest Money Deposit (in form of DD/ Bankers Cheque / PBG in favour of **The Registrar, IIT Dharwad** payable @ Dharwad) shall be submitted in separate sealed envelopes and then encased inside one sealed envelope super scribed '**Technical Bid for empanelment and rate contract for hiring vehicles on monthly and as on required basis**'.
10. **The Price Bid** as per the format annexed with this tender document, should be duly filled, stamped and signed by the authorized signatory of the agency/firm/company and sealed in a separate envelope super scribing '**Price Bid for empanelment and rate contract for hiring vehicles on monthly and as on required basis**'. A Bidder shall submit only one Price Bid. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.

11. The Technical bid and the Price bid shall be sealed in one envelope super scribing '**Tender for empanelment and rate contract for hiring vehicles on monthly and as on required basis**' IIT Dharwad is not responsible for accidental opening of the covers that are not properly super-scribed and sealed before the time scheduled for opening. Delay / loss of bid in postal transit or due to other reasons will not be responsibility of IIT Dharwad.
12. The technical bids shall be opened as per schedule placed at **Notice Inviting Tender (NIT)**. The vendors who are shortlisted after qualifying technical bid evaluation will be intimated the date of opening of price bids subsequently through proper means. IIT Dharwad reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
13. The **empanelment and rate contract for hiring vehicles on monthly and as on required basis** shall be concluded for a period of one year from the date of award of contract. However, the rate contract may further be extended for a period of two more years (on a year to year basis) on mutual agreement subject to providing satisfactory services of the firm to IIT Dharwad. It may also be noted that terms & conditions of the contract shall remain unchanged during the currency of the contract. The revision of rates, if any, will be as per the tender terms.
14. For any query/clarification please contact Assistant Registrar (C&S) IIT Dharwad during working hrs on phone no 0836-2212-823 or on all time at **arcs@iitdh.ac.in**. Bidders are requested to seek all clarifications through mail at the said id before the pre-bid meeting scheduled as per the NIT. Please note that no query / input from bidders will be addressed from the point of view of modification in IIT Dharwad requirement after the pre-bid is over. At any time, before the submission of bids, IIT DHARWAD may amend the TENDER DOCUMENT by issuing an addendum/corrigendum and publishing on CPPP alongwith IIT DHARWAD website. The addendum/corrigendum issued shall be binding on all Bidders.
15. Bidders are invited to participate in pre-bid meeting scheduled as per the NIT. In case the pre-bid meeting is not held on the due date due to unavoidable reasons, it will be held on the very next day. **Attending Pre Bid meeting is mandatory. Only those firms who will attend the Pre Bid meeting will be eligible to participate in the Tender.** Please be present at the Admin Block, IIT Dharwad, WALMI Campus, Dharwad-580011 for this purpose. All inputs / queries will be submitted to **arcs@iitdh.ac.in** before start of the meeting. The agenda of the pre-bid meeting shall be to elaborate all terms of tender, selection procedure, response to the queries and modification in tender document (as the case may be). The minutes of the meeting will be uploaded on the CPPP portal and institute's website. The minutes shall be binding on all participants and shall become a part of the tender document.
16. **Performance Bank Guarantee (PBG)**. Even though the case is for empanelment and conclusion of rate contract, performance Guarantee shall be applicable in form of PBG. The detail of performance guarantee is given at **Serial 3 (g)** of 'Special Terms and Conditions' under 'Contract Implementation'. Format of Performance Bank Guarantee is provided with the tender document. The performance Bank Guarantee will be adjudged on the basis of apportionment (**as detailed in evaluation criteria of this tender document**) of official requirement of IIT Dharwad, as assigned to the empaneled service provider, and shall be mentioned in the letter of empanelment.
17. **Earnest Money Deposit:** - (EMD) shall be chargeable as per the NIT at page 2 of this tender document, as bid security. The EMD will be released after receipt of Performance Bank Guarantee (PBG) from the successful bidder without any interest. The EMD will be returned to the unsuccessful bidders within 10 days after the award of contract without any interest. The EMD will be forfeited in the following conditions: -

- (a) If a bidder withdraws his bid during the period of bid validity specified at NIT before the finalization process.
 - (b) In case of any lapse/default in honouring the terms and conditions at any stage after submitting the tender.
 - (c) In case of final selection of bidder, if he fails to enter into the contract or fails to furnish performance bank guarantee in accordance with the terms and conditions of the contract.
 - (d) If the Bidder varies or modifies its proposal in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.
 - (e) If the Bidder tries to influence the evaluation process or engages in canvassing.
18. **Validity of bids:** The rates quoted in the Bid shall be valid as stipulated in the NIT from the date of opening of the tender. Offers quoted with validity for a shorter period than above shall be liable for rejection.
19. **Registered office:** In order to participate in tendering process, the contractor should have a registered office in Hubli-Dharwad in order to provide prompt resolution of issues and quality transport service. Service Provider will have to submit documentary proof of Any change in the Address, Phone number, Fax Number, etc. have to be intimated in writing by the Contractor to IIT Dharwad.
20. The Institute reserves the right, at its own discretion, to extend the last date for the receipt of bids. At any time prior to the last date of receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification, modify the Tender document by an amendment. The institute also reserves the right to cancel the tender all together at any stage, without assigning any reason. In such case, EMD and any unopened document of the bidders will be returned. However, the bidders will have to collect the documents at their own cost. IIT Dharwad reserves the right to reject any or all the tenders without assigning any reasons whatsoever.
21. **Canvassing** Vendors shall not make attempts to establish unsolicited and un-authorized contact with IIT Dharwad officials after the opening of the offers and prior to the notification of the award. Any attempt by any vendor to bring pressures on us shall be sufficient reason to disqualify the vendor.
22. The rates offered and concluded in the Rate Contract shall be valid for entire duration of the contract and any extension of the contract thereof.
23. IIT Dharwad may enter into parallel rate contracts with other agency/firm/company for providing hired transport.
24. The contracting agency/firm/company shall provide the services continuously as per the contract terms. In case of non-satisfactory services or discontinuation of services during the currency of contract, breach of contract terms and conditions and non-compliance of the relevant regulations, the agency shall be liable for necessary legal action, forfeiture of performance bank guarantee and blacklisting.
25. The contracting agency/firm/company will not transfer, assign, pledge or sub- contract its responsibilities, rights and liabilities under this contract to any other agency. In case of a

violation, the contract will be terminated.

26. IIT Dharwad shall not be responsible for any damages, losses, theft, claims, financial or other, injury to any drivers engaged by agency/firm/company in the course of their performing the functions/ duties, or for any payment as compensation. In case, IIT Dharwad is put to any loss / obligation, monetary or otherwise attributable to the agency / firm / company, IIT Dharwad shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
27. IIT Dharwad will not pay for any kind of fine/challan on account of violation of traffic rules. The institute will not be responsible for any damage / accidental loss to the vehicle on duty or to any other vehicle by the vehicle on duty. IIT Dharwad will not be responsible for any injury/loss of life involving vehicles being utilized by IIT Dharwad. Contracting agency will settle such issues on their own at their own cost. Damage/Loss to the IIT Dharwad officials/guests in such cases shall be made good by the contracting agency/firm/ company. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability in such cases shall be borne wholly by the Contracting agency/firm/company. IIT Dharwad will have no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law. **The Contractor/Vendor/ Agency/Firm shall execute an indemnity bond to make good any claim arising on account of the contractor providing transport services to IIT Dharwad.**
28. Sustained default in providing the appropriate/requisitioned vehicle, will lead to termination of contract with the contracting agency / firm / company.
29. The Contracting agency/firm/company shall arrange for police verification report of the drivers. Police Verification Report form should be filed before deployment of drivers to the service of IIT Dharwad. Police Verification Report of the driver should be submitted to IIT Dharwad before deployment of the drivers. Contracting agency/firm/company shall also arrange for medical test of the drivers to be deployed from the concerned medical authority. The report of such tests should be submitted to IIT Dharwad before deployment of the drivers.
30. The successful agency / firm / company will make an agreement with IIT Dharwad broadly covering scope of work, requirements, terms and conditions of the services to be provided to the IIT Dharwad on a judicial stamp paper of Rs. 500/- or as per the prevailing requirement, the cost of which will be borne by the contracting agency/firm/company.
31. The decision of the Institute in regard to interpretation of the terms and conditions shall be final and binding on the agency.

SCOPE OF WORK

The scope of the tender is to **empanel service providers and to conclude Rate Contract for hiring vehicles on monthly and as on required basis** to meet the transport requirements of IIT Dharwad. This will include the points in and around Hubballi – Dharwad, Belgavi, and interstate journeys. Details of scope for **empanelment and rate contract for hiring vehicles on monthly and as on required basis** is as mentioned below: -

- The vehicles to be supplied should be in excellent condition mechanically as well as physically (i.e. cleanliness of interiors and upholstery/ carpets/mattings, finesse, presence of necessary accessories). The A.C. of Car should be effective and the same should be used accordingly to the climatic conditions. The dickey of the vehicles should be neat and clean to accommodate luggage without any obstacle. The vehicles should be well-maintained and serviced during the contract period. Worn out vehicles in terms of vintage and mileage will not be accepted. IIT Dharwad authorities will have the right of inspection and rejection of unsuitable vehicles in terms of mileage, vintage, outlook, cleanliness and overall suitability before assigning duty. The contractor will have to provide a suitable substitute in such cases without any extra cost.
- The firm will provide vehicles whose first registration with RTO is not older than 1 year and have not run for more than 25,000 kms on the date of technical bid opening. There should not be any undue noise, vibrations or other visible issues with vehicle/s. The ride should be smooth. The vehicles should be free from past history of accidents, dents and scratch marks. The colour of vehicle should be white.
- All necessary tools like GPS Kit, spare tyre (stepney), operational First-Aid Kit and fire extinguisher should always be available at all the time in vehicle/s to cater for any exigency en-route.
- All necessary documents such as vehicle registration, comprehensive insurance, Pollution Under Control certificate, fitness certificate issued by Regional Transport Office and relevant permits must be available in the vehicle all the time while on duty.
- **The vehicles should be registered in the name of the tenderer / firm.** The vehicles must be registered for operating as taxies in RTO and must have RTO clearance for operating. The Xerox copies of relevant documents such as RC Books, Insurance Policies, RTO permits etc. should be submitted before signing the agreement.
- The vehicle provided to the Institute should not be owned by any employee of this Institute or his/her family members or his/her dependents. An undertaking to this effect should be given before entering into contract
- The contracting agency/firm/company must comply with all the Govt. rules and regulations/RTO, particularly applicable to the business. Their drivers must possess valid driving license for driving the vehicle. There should be valid and current RC, Insurance policy, Pollution check certificate, Road permit and other necessary documents as mandated by RTOs where the vehicles are deployed.
- **The vehicles will be inspected by the authorized representative of IIT Dharwad before taking in service & the firm undertakes to supply vehicles to the satisfaction of the authorised representative.**

- The drivers deployed to IIT Dharwad requirements should be fully conversant with the routes of Hubli / Dharwad / Belagavi / Ponda / Panaji and the surrounding areas. The drivers must wear uniform while on duty, they should be able to understand Kannada, Hindi & English languages, should take instructions seriously and follow them. should be well mannered, courteous, and should always carry a mobile phone with them. After taking the duty, the drivers are to maintain effective communication with the user and IIT Transport team. In any circumstance, leading to delay or no show, the drivers must inform the user and IIT Dharwad transport team without fail immediately. In case of violation of the term, a penalty as per **Appendix 'D'** shall be deducted from the bill of the contractor.
- The contracting agency/firm/company shall provide the services promptly as per requirement at IIT Dharwad. Official requirements will be communicated through email from Transport Section, IIT Dharwad. The agency/firm/ company shall submit the bills to IIT Dharwad as per the agreed rates along with duty slips duly signed by the user for payment. The contracting agency/firm/company should be in a position to supply vehicles even on short notice as and when required.
- The rate contract is also intended to be utilized by the IIT Dharwad community, nevertheless, the payment for hiring not initiated by the Transport section IIT Dharwad will not be paid by IIT Dharwad. The contractors will have to settle the payment with the individual or group users separately. IIT Dharwad shall not be responsible for payments for the services provided by agency / firm / company directly to the above category on their requests. Nor shall the transport section entertain any mediation.
- In case the vehicle on monthly deployment at IIT Dharwad is under repair or replaced for any other reason, the replaced vehicle should also fulfil all the requirement mentioned in this tender document.
- Time and Kilometer will be calculated from duty reporting point to the destination.
- The contracting agency/firm/company shall provide immediate replacement for the breakdown vehicle with same/equivalent type of vehicle within 30 minutes from the receipt of information of such breakdown. On failure to do so, no payment will be made, for such trip.
- The successful agency / firm / company shall assign a supervisor/coordinator who shall be responsible for immediate interaction with IIT Dharwad so that optimal services could be availed without any disruption. The supervisor/coordinator should be available round the clock on his own direct/mobile telephone so as to respond to the call for services in emergent cases. The supervisor/coordinator should be accessible on holidays / Sundays also for meeting IIT Dharwad vehicle requirements.
- In case contracting agency / firm / company provides vehicle which is of higher class than the demanded type, payment will be regulated as per the demanded type of vehicle. Vehicle of lower class than the demanded type of vehicle shall not be accepted.
- It shall be the responsibility of the service providing agency / firm / company to meet transportation, food, medical and any other requirements in respect of the drivers engaged by it and IIT Dharwad shall have no liabilities in this regard.
- The successful agency / firm / company shall display IIT Dharwad Placard to receive IIT Dharwad staff / guests / user/ traveler/ officials from the Airport / Railway Station/Bus Station.

2. **The drivers to be attached with the vehicles:**

- The drivers of the vehicles being hired on monthly basis must be from Dharwad.
- The drivers of the vehicles shall possess valid driving license.
- The drivers should be well experienced, well mannered, polite, disciplined and should have unblemished record in safe driving.
- The drivers of the vehicles should have full knowledge of local city, state and national highways and traffic rules.
- Drivers reporting at Airport/Railway Station for pick-up duties shall display placards for helping employees and guests to identify them.
- It shall be the responsibility of drivers to get the log sheet regularly and accurately filled in by the users i.e. reporting, starting & ending time, opening & closing Km., starting & ending destinations, users signature and should submit the log sheet on the next day before 10.00am regularly at IIT Dharwad.
- The contractor should ensure that sufficient cash is available with the drivers to cover essential contingent expenditure viz. refilling of fuel, urgent repairs, toll charges etc. and should carry with them related RTO/Insurance papers, RTO regulatory matters relating to the registration of taxies etc., fitness certificate of the vehicle, valid driving license etc.
- IIT Dharwad is a total tobacco and alcohol free campus hence drivers of the vehicles should not be smoking, chewing of tobacco etc. while on duty. No prohibited items such as explosives, liquor, drugs etc. in the vehicle should be carried.
- In case, the driver of the vehicle does not discharge his duties or commits any misconduct or offence, he shall be replaced immediately by the contractor.
- Drivers must strictly follow the speed limits, rash driving and breaking traffic rules.

3. **Rates quoted:** The rates quoted by the tenderer shall be deemed to include all expenses /taxes etc. whatsoever that the contractor may be required to incur, except GST. However, in case of interstate journey, the toll tax / RTO tax paid at the check post while entering into the limit of the other state shall be reimbursed on actual basis on production of original receipt, Parking charges at Airport/ Railway Station toll charges shall be reimbursed on actual basis on production of original receipt and the same should be claimed in the regular monthly bill. The Institute reserves the right to verify the authenticity of claims pertaining to parking slips/ Toll charges and if the same is not found genuine, no payment shall be made / if already made, the same will be recovered.

4. **Payments:**

- The contractor shall be paid monthly bill after receipt of bill along with monthly statement of service. All bills should be supported by daily vehicle usage log sheets duly signed by users and/ or Rep of IIT Dharwad.
- No claim for interest will be entertained by the Institute in respect of any payments/ deposits which will be held with IIT Dharwad due to dispute between the institute and contractor or due to administrative delay for the reasons beyond the control of IIT Dharwad.
- As per the Govt. regulation, taxes at the applicable rate will be deducted at source from the bills of the contractor. Necessary TDS certificate will be issued by IIT Dharwad.

- During the currency of contract, no increase in rates will be allowed for hike in the rates of consumables like tyres/tube/oil/petrol/diesel any others.
- If any of the above conditions are not adhered to and should there be unauthorized deviations to the terms and conditions stipulated above, the bill submitted is liable to be returned without payment.

6. **Penalty Clause:** Penalty shall be levied for shortfall in service as per **Appendix 'D'**. The penalty amount shall be deducted from the bill / PBG. The competent authority at IIT Dharwad reserves the right to award such penalty and the decision shall be final and binding on both the parties.

7. **Minimum eligibility Criteria.** IIT Dharwad has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid. Firms having the mentioned minimum eligibility criteria only will be considered for further evaluation.

Sl. No.	Criterion	Documents to be provided
(a)	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and Partnership Deed. (As the case may be)
(b)	Bidder should be registered with Income Tax and Goods & Service Tax departments	(a) Attested copy of PAN/GIR Card (b) Attested copy of Goods & Service Tax registration certificate
(c)	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department	Self-Declaration in the format as appended.
(d)	Bidder should have minimum 3 years' experience in providing vehicle on monthly basis, as on required basis to government / semi govt / Pvt organisations of National repute. The period for experience will be calculated on the date of technical bid opening.	Copy of Work Orders /Agreements for the award of work / service.
(e)	3 Successfully completed works of providing vehicle on monthly rate basis/rate contract , as on the date of tender opening. This must include the most recently completed work.	Satisfactory Work Completion Certificates of the work, along-with verifiable contact details of certifying authority. The reference will be contacted to verify the certificate and quality of service.

8. **Evaluation Criteria for empanelment.**

- Technical bids will be opened first and evaluated based on the documentary validation and evaluation criteria (including minimum eligibility criteria) stipulated in the tender document.
- Commercial bids of only technically suitable/ qualified bidders will be opened. Unopened commercial bids along with EMD of technically unsuitable bidders will be returned back to the bidders. Bidders will have to collect the same along-with a requisition. As provided in the price bid format, the bidders will have to quote the rates for each travel package, extra hour, extra km,

drivers Bhatta separately for each category of vehicles.

- c) The L-1 rates for each travel package, extra hour, extra km, drivers bhatta separately for each category of vehicles will be identified. The L1 rates shall be decided on the basis of the lowest rate offered for each travel package, extra hour, extra km, drivers Bhatta etc. separately for each category of vehicles. (exclusive of GST, which shall be paid on actual as applicable).

Example: - Say, for the category of vehicle given at Sl. No. 1 of the table below, least rate quoted by a bidder for travel package (i.e 4 hrs & 80 Km / 8hrs & 150 Km & 12 hrs & 300 Km), least rate quoted for extra hour, extra KM and driver's Bhatta separately will be adjudged L1 for respective travel package and category,

<u>Sl.No.</u>	<u>Category of vehicle</u>	<u>4 hrs & 80 km</u>	<u>8 hrs & 150 km</u>	<u>12 hrs & 300 km</u>	<u>Per Extra Hour</u>	<u>Per Extra KM</u>	<u>Driver bhatta for outstation journey</u>
1	Toyota Etios /Maruti Ciaz/ Swift Desire and equivalent class of sedan cars (4+1 Seater Vehicles) with AC						

- d) L1 rate for each travel package, extra hour, extra km, drivers bhatta separately for each category of vehicles shall be identified and Bidders quoting L2, L3, and L4 rates will be offered to match L1 rates. On receiving their willingness to match L1 rates and request for empanelment, the bidders will be empaneled for respective travel package under corresponding category of vehicle separately.
- e) Total number of empaneled vendors shall not cross 4 (four) for any travel package under corresponding category of vehicle. L5, L6 or above will only be offered to match L1 rates, in the event of anybody amongst (L2, L3, L4) vendors are unwilling to be empaneled. In case of less than 4 bidders, all bidders willing to match L1 rates will be empaneled.
- f) All bidders desirous to be empaneled by matching L1 rates will have to submit their willingness in writing within 3 working days of discovery of L1 rates. The institute shall issue a 'Letter of Empanelment' to the Bidder quoting L1 rates and all other vendors willing to match L1 rates and wishing to empanel for provision of services.
- g) This being a rate contract, purely aims at fixing rates. It does not guarantee or promise work or specify quantity of vehicles required. In addition to official requirement, the rate contract is also expected to cater to personal requirements of IIT Dharwad community. Wherever feasible, the Institute may assign following percentage of total official requirement (not the personal requirements of IIT community) to the original L1 firm: -

<u>Sl. No.</u>	<u>Empanelment scenario</u>	<u>% of Requirement to the L1 firm</u>
(a)	Only one firm is empaneled other than L1 firm	60%
(b)	Two firms are empaneled other than L1 firm	50%
(c)	Three firms are empaneled other than L1 firm	40%

- h) The assignment as above shall be notional and IIT Dharwad reserves the right to assign work to empaneled firms on as on required basis as per requirement.
- i) The Price Bid is to be quoted after considering **the scope of work and provision of service fulfilling all the tender terms.**
- j) No ambiguity should be there in the quoted rate and the rate must be as per the price bid format. **Conditional offer or the proposal not furnished in the format attached at Appendix 'B' shall be considered non-responsive and is / are liable to be rejected.**

Special Terms and Conditions

1. The bidding firms are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit IIT Dharwad, Dharwad and acquaint themselves with the nature and quantum of work involved before submitting the bids.

2. TDS @ applicable rate shall be made from the amount payable to the Contractor. The TDS certificate will be issued by IIT Dharwad. Payment of income tax is the sole responsibility of the Contractor.

3. Contract Implementation.

(a) Sub-contracting of the work will not be allowed.

(b) Persons below the age of 18 years shall not be engaged for the work. The Contractor will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The Contractor will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.

(c) The Contractor will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount from the Contractor to effect payment to the affected person(s).

(d) Notwithstanding the allocation of the volume of work during the Contract period and/or tenure of Contract, **IIT Dharwad reserves the right to terminate the contract at any time without assigning any reason.** Wherever feasible the institute may consider notification of the annulment one month in advance to the Contractor.

(e) The successful agency / firm / company will have to deposit a refundable interest free security deposit in form of Performance Bank Guarantee (PBG) in favour of **The Registrar, IIT Dharwad** of Rs. (**approx. 10% of the anticipated apportioned value of service**) within 15 days from award of work from a scheduled/ nationalized bank payable at Hubballi / Dharwad. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. Deductions shall also be made from Contractor's PBG during implementation of the contract that may become due as **penalties for violation of rules, terms and conditions**, damages, liabilities or for other causes. The format of PBG is given at an **Appendix** to this document. The successful bidder has to renew the Bank Guarantee on same terms and conditions for the period of extension of contract including claim period.

4. Safety & Insurance.

(a) The Contractor shall follow safety procedures in all respects.

(b) The Contractor will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The Contractor should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.

- (c) The Contractor shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

5. **Security**

- (a) The Contractor shall be bound by all security procedures followed at IIT Dharwad and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the Contractor's persons shall be Contractor's responsibility.
- (b) The Contractor will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
- (c) Institute reserves right to disallow any or all of the Contractor's men from being deployed inside the institute campus without assigning any reason.
- (d) In the event of any damage to the property of the institute or life of its employees and/or their dependents the Contractor shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the Contractor at market value.

6. **Statutory Obligations**

- (a) The Contractor shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:
- I. Motor Vehicle act 1988
 - II. Contract Labour (Regulation and Abolition) Act 1970
 - III. Contract Labour (Regulation & Abolition) Central Rules 1971
 - IV. Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
 - V. Minimum Wages Act 1948
 - VI. Minimum Wages (Central) Rules 1950
 - VII. Employees' Compensation Act 1923
 - VIII. The E.P.F. and Miscellaneous Provisions Act 1952
 - IX. Employees State Insurance Act 1948
 - X. The Child Labour (Prohibition and Regulation) Act 1986
- (b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the Contractor shall be borne by the Contractor himself.
- (i) The Contractor shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work.
 - (ii) If a bidding firm/ Contractor is found violating any statutory provisions concerning motor / vehicle/ labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.

7. **General**

- (a) The persons employed by the Contractor, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the Contractor for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.
- (b) If any employee of the Contractor is found to have committed misconduct or misbehaviour, the institute at its sole discretion, may direct the Contractor to remove such employee and the Contractor shall remove such employee(s) without questioning the decision of the institute.
- (c) Further, the personnel deployed by the Contractor shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- (d) The personnel deployed by the Contractor shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.
- (e) No housing/accommodation will be provided by the institute to the personnel deployed by the Contractor unless otherwise specifically provided in the contract.

8. **Indemnity Clause.**

The Contractor has to execute an indemnity bond stating " **The Contractor indemnifies IIT Dharwad of any issues arising due to "providing vehicles to IIT Dharwad" i.e. that may cause any adverse claim against IIT Dharwad**".

9. **Arbitration clause for resolution of disputes**

- a) All disputes arising between the parties out of or relating to the contract, operation or effect of this contract or breach thereof shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
- b) The arbitration bench shall make a reasoned award. The venue of arbitration shall be at Dharwad, Karnataka, India.
- c) Work under the contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise directed in writing by IIT Dharwad or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators is obtained and save as those which are otherwise expressly provided in the contract, no payment due or payable by IIT Dharwad shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matter thereof.
- d) The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However, the fees and expenses of Advocates and expenses relating to presentation of witnesses shall be borne by the respective parties. Should the arbitrator give a specific award in respect of costs then it would prevail.

Details to be provided with technical bids for empanelment and rate contract for hiring vehicles on monthly and as on required basis

<u>Sl. No.</u>	<u>Criterion</u>	<u>Documents to be provided</u>	<u>Whether provided Yes/No</u>
(f)	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and Partnership Deed. (As the case may be)	
(g)	Bidder should be registered with Income Tax and Goods & Service Tax departments	(a) Attested copy of PAN/GIR Card (b) Attested copy of Goods & Service Tax registration certificate	
(h)	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department	Self-Declaration in the format as appended.	
(i)	Bidder should have minimum 3 years' experience in providing vehicle on monthly basis, as on required basis to government / semi govt / Pvt organisations of National repute. The period for experience will be calculated on the date of technical bid opening.	Copy of Work Orders /Agreements for the award of work / service.	
(j)	3 Successfully completed works of providing vehicle on monthly rate basis/rate contract , as on the date of tender opening. This must include the most recently completed work.	Satisfactory Work Completion Certificates of the work, along-with verifiable contact details of certifying authority.	

Declaration

I/We hereby certify that all the particulars furnished above are true and correct and are based on documentary evidence. I shall be liable to furnish all supporting documents / clarifications in case of a doubt thereof. I have read all the terms and conditions of the tender document and accept them. It is also certified that the offer submitted has no deviation from the terms and conditions of the tender document. I/we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my/our company is liable to be blacklisted/debarred by IIT Dharwad for at least 3 years. I/we have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I/we understand that my/our tender will be summarily rejected and full Earnest Money Deposit (EMD) will be forfeited and I/we am/are liable to be banned from doing business with IIT Dharwad and/or prosecuted.

Date:

Place:

Signature with Seal of Authorized Signatory

PRICE BID (L1 rates will be identified for each item separately)

Table 1

Fixed rates in INR for following Categories of vehicles (Air Conditioned)					
<u>Sl No</u>	<u>Travel Package</u>	<u>Toyota Etios /Maruti Ciaz/ Swift Desire and equivalent class</u>	<u>Innova cresta /Scorpio / Ford Fortuner / Tata Safari and equivalent class</u>	<u>Tempo traveler/ Force/ Winger (14 Seater)and equivalent class</u>	<u>Bus (40 seater)</u>
1	To & from Hubballi Airport to Hubballi city (RC Circle)				
2	To & from Hubballi Airport to Dharwad city (Jubilee Circle)				
3	To & from Hubballi Railway Station to Dharwad city (Jubilee Circle)				
4	To & from Hubballi Railway Station to Hubballi city (RC Circle)				
5	To & from Belagavi Airport to Dharwad city (Jubilee Circle)				
6	To & from Belagavi Airport to Hubballi city (RC Circle)				
7	To & from Goa Airport to Dharwad city (Jubilee Circle)				
8	To & from Goa Airport to Hubballi city (RC Circle)				

Table 2

Rates in INR per Travel Package, extra hour, Km and Bhatta

<u>Sl.No.</u>	<u>Category of vehicle</u>	<u>4 hrs & 80 km</u>	<u>8 hrs & 150 km</u>	<u>12 hrs & 300 km</u>	<u>Per Extra Hour</u>	<u>Per Extra KM</u>	<u>Driver bhatta for outstation journey</u>
1	Toyota Etios /Maruti Ciaz/ Swift Desire and equivalent class of sedan cars (4+1 Seater Vehicles) with AC						
2	Bolero/Tata Sumo/Tavera/and equivalent class (A/c) ([10+] & above seater vehicles)						
3	Innova Crysta /Scorpio / Ford Fortuner (A/c) ([6+] & above seater vehicles)						

Date:

Place:

Signature with Seal of Authorized Signatory

PRICE BID (L1 rates will be identified for each item separately)

Table 3
Rates in INR on Monthly basis per Travel Package, extra hour, and Km

<u>SL No</u>	<u>Category of vehicle</u>	<u>12 hrs & 4500 Km</u>	<u>Extra Km</u>	<u>Extra Hour</u>
1	Toyota Etios /Maruti Ciaz class of sedan cars (4+1 Seater Vehicles)			
	<u>Category of vehicle</u>	<u>12 hrs & 2500 Km</u>	<u>Extra Km</u>	<u>Extra Hour</u>
1	Innova Crysta /Scorpio / Ford Fortuner (A/c) ([6+] & above seater vehicles)			
2	Scorpio (A/c)/ Ford Fortuner (A/c)/ Tata Safari Storme/Tata Aria A/c ([6+] & above seater vehicles) (4 Wheel Drive)			

Table 4
Rates in INR per Travel Package, extra hour, Km and Bhatta for buses

<u>Sl.No.</u>	<u>Category of vehicle</u>	<u>4 hrs & 80 km</u>	<u>8 hrs & 150 km</u>	<u>12 hrs & 300 km</u>	<u>Per Extra Hour</u>	<u>Per Extra KM</u>	<u>Driver bhatta for outstation journey</u>
1	Tempo traveler (Force Motors)/ Winger (14 + Seater) and equivalent class						
2	Mini bus (20 – 25 seater)						
3	Bus (40 - 45 seater)						
4	Bus (50 - 55 seater)						

Bidders shall provide the rates in Indian Rupees (₹) and up to two decimal places only exclusive of GST. IIT Dharwad reserves the right to correct any computational, arithmetic errors. If there is a discrepancy between the unit cost and total cost (unit cost multiplied by volume), unit cost will be considered as final number and also in case of discrepancy between words and figures, words will be considered as final figure.

Date:
Place:

Signature with Seal of Authorized Signatory

Appendix 'D'

Penalties / Fine for non-compliance (In case of violation/s, the penalty will be deducted out of bill / security deposit of Contractor)

1.	Driver denying duty without sufficient notice.	Rs 1,500/- per instance
2.	Driver late for duty or service on more than one occasion.	Rs 500/- per occurrence
3.	Driver not in uniform on more than two occasions.	Rs.500/- per day
4.	Vehicle not matching the institute requirement.	Rs.500/- per occasion
5.	Breakdown due to fuel runout.	Rs.500/- per instance
6.	Failure to provide alternate vehicle within 30 Minutes of information in all cases.	Rs.500/-per hour of delay, up-to Rs 1000/- per instance
7.	Instances of any tempering of Odometer	Non-payment of bill for the particular month and other penalty as decided by the Competent Authority
8.	Misbehavior/Misconduct of drivers per instance	Rs.1,000/-
9.	Drink and driving	Rs 2,000/- per instance
10.	Rash driving	Rs.500/- per instance
11.	Driver not following speed limits / traffic rules / safety measures, more than 3 complaints	Rs.500/- per instance

Date:
Place:

Signature with Seal of Authorized Signatory

SELF-DECLARATION – NO BLACKLISTING

(Date)

The Assistant Registrar (C&S)
IIT Dharwad

Dear Sir,

Ref: Tender empanelment and rate contract for hiring vehicles on monthly and as on required basis

In response to the Tender Document for **empanelment and rate contract for hiring vehicles on monthly and as on required basis**, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body. We further declare that presently our Company/ firm _____ is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Yours faithfully,

Date:
Place:

Signature with Seal of Authorized Signatory

FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT HUBBALLI / DHARWAD OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT HUBBALLI / DHARWAD OR ANY SCHEDULED BANK SITUATED AT HUBBALLI / DHARWAD. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To,
The Registrar,
Indian Institute of Technology Dharwad
Dharwad, Karnataka– 580011.

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology, Dharwad (Buyer) has invited Tenders vide Tender No _____ Dt. _____ for '**empanelment and rate contract for hiring vehicles on monthly and as on required basis**' AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the service in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "**The Registrar, Indian Institute of Technology, Dharwad**" in the form of Bank Guarantee for Rs _____ **Only**(10% (ten percent) of the contract value) and valid till **one year or up to warranty period whichever is later** from the date of issue of Performance Guarantee Bond may be submitted within 15 (Fifteen) days from the date of Order Acknowledgment as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the catering service this Bank shall pay to Indian Institute of Technology, Dharwad on demand and without protest or demur Rs _____ (**Amount of PBG**)

This Bank further agrees that the decision of Indian Institute of Technology, Dharwad (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology, Dharwad (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs _____.
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Dharwad serves upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:
Name of Bank:
Address:
Date: