INDIAN INSTITUTE OF TECHNOLOGY GANDHINAGAR
VISHWAKARMA GOVERNMENT ENGINEERING COLLEGE CAMPUS,
VISAT –GANDHINAGAR HIGHWAY,
CHANDKHEDA, AHMEDABAD-382 424
Fax No. 079- 23972586 E-mail: purchase@iitgn.ac.in

Tender No. IITGN/MM-PR/TENDER-BUSES/2015-16/01

HIRING OF NON AIR CONDITIONED BUSES (56 Seater and 29 Seater)

(MAKE: TATA/ASHOK LEYLAND/SWARAJ MAZDA/EICHER, MAKE OF 2013 ONWARDS MODEL ONLY ON REGULAR AND CALL ON BASIS)

Regular/Call On Basis

INDIAN INSTITUTE OF TECHNOLOGY GANDHINAGAR
VISHWAKARMA GOVERNMENT ENGINEERING COLLEGE CAMPUS, VISAT –GANDHINAGAR HIGHWAY, CHANDKHEDA, AHMEDABAD-382 424
Fax No. 079- 23972586 E-mail: purchase@iitgn.ac.in

Tender No. IITGN/MM-PR/TENDER-BUSES/2015-16/01 Date: 6th November, 2015

NOTICE INVITING T E N D E R

Dear Sir/Madam,

Sealed tenders are invited for 'Hiring of Non Air Conditioned Buses (One 56 Seater and One 29 Seater), Make: Tata/Ashok Leyland/Swaraj Mazda/Eicher, Make of 2013 or later model only) as per following:

A] Tata/Ashok Leyland/Swaraj Mazda/Eicher Non Air conditioned Buses (One 56 Seater and One 29 Seater) (Total: Two (02) buses) - Regular basis*

B] Tata/Ashok Leyland/Swaraj Mazda/Eicher Non Air conditioned Bus (56 Seater and 29 Seater) - Call on basis**

[* Regular basis- Per month for use of 12 hours per day (7 days a week) with Up to 8,000 kms run in a month] with provision of increase/decrease in use with variation in cost on pro rata basis.

[** Call on basis- **a-**Up to 100 KMS & 4 Hours per day, **b-** Up to 200 KMS & 8 Hours per day and **c-**Up to 350 KMS & 12 hours per day. **d-** Up to 500 KMS & 24 hours per day]

Initially for six months which may be renewed on negotiated terms & conditions annually for up to two more years by Indian Institute of Technology Gandhinagar depending on vendor performance. The details of the tender are given below:

1.Tender No	IITGN/MM-PR/TENDER-BUSES/2015-16/01
2.Type of Tender	Indigenous Open Tender (Two Bid System)
3.Description of Work/Services	Hiring of Non Air Conditioned Buses (One 56 Seater and One 29 Seater Buses, Make : Tata/Ashok Leyland/Swaraj Mazda/ Eicher, Make of 2013 or later model only)
4.Earnest Money Deposit (EMD)	Rs.50, 000/- **per quoted vehicle** **Must be enclosed with Technical Bid**
5. Closing Date and time of Bid submission (Technical and Financial Bids)	November 26, 2015 ,17.00 Hrs.
6. Technical Bid Opening Date & Time	November 27, 2015,15.00 Hrs.
7.Financial Bid Opening Date &Time	Will be posted on Institute's website
8. Bid Validity	90 Days from opening of Technical Bid
9.Tender Fee (Demand Draft) to be deposited along with the bid by bidder	Rs.1,000/ (Rupees One thousand Only) In favor of "**IIT Gandhinagar Main Account**", payable at Ahmedabad.
10.Performance Security/Bank Guarantee	Rs.1, 00,000/- **per quoted vehicle**. In favor of "**IIT Gandhinagar Main Account**", payable at Ahmedabad. **Within 14 Days on receiving the award of contract**
11.Correspondence Address	**Assistant Registrar (Materials Management**) Indian Institute of Technology Gandhinagar Vishwakarma Government Engineering College Campus, Visat-Gandhinagar Highway, Chandkheda, Ahmedabad- Gujarat-382424

The tender will be governed by the **"Instructions to Bidders**" as per Annexure: I, Model Contract and General Contract Conditions (GCC) at Annexure: II, Special conditions and Scope of work at Annexure: III and Deviations / Exceptions to the clauses, if any, will amount to rejection of the tender.

Two Bid System will be followed in this tender. Bidders should take due care to submit tenders in accordance with requirement in sealed cover.

Offers not accompanied with prescribed EMD, and also without complying with the terms and conditions of the tender will be ignored and rejected.

1. The Nontransferable bidding documents shall be available on Institute's website (www.iitgn.ac.in).

2. Bidders should download the tender document from the Institute's web site **(www.iitgn.ac.in) & should ensure to submit tender fee and EMD along with the Bid.**

3. The parties may seek detailed clarifications on technical & Financial issues (if any) on the conditions of bidding document through e-mail (purchase@iitgn.ac.in) addressing to the **Assistant Registrar (Materials Management) IIT Gandhinagar** latest by **November 18, 2015.**

4. IITGN Gandhinagar expects the bidders to comply with the tender specifications/ conditions, which shall be frozen after due date. The bids not complying with the terms and conditions of the bidding document and offers indicating any exception/ deviation shall be liable to be rejected.

5. Tenders must reach on or before November 26, 2015 at 17.00Hrs. (IST) in the **Office of the Assistant Registrar (Materials Management)**, IIT Gandhinagar. Tenders will be opened on at November 27, 2015 at 15.00Hrs. (IST) in the Institute's premises.

6. In case of an unscheduled holiday in Gujarat being declared on the prescribed closing / opening day of the tender, the next working day will be treated as the scheduled prescribed day of closing / opening of the tender (the Institute is closed on Saturdays and Sundays).

7. Tender Committee reserves its right to select or reject any or all of the terms mentioned in this document without assigning any reason.

8. Bidders intending to send their offers by post may send the same under registered cover/courier or by hand delivery so as to reach the designated place well before the closing time and date. However, IIT Gandhinagar accepts no responsibility for offers received after the due time and date.

Assistant Registrar (M.M.)
Indian Institute of Technology Gandhinagar,
Vishwakarma Government Engineering College Campus,
Ground Floor, Block "A",
Visat-Gandhinagar Highway, Chandkheda
Ahmedabad 382424
Tele/ Fax No. +91 79 2397 2583

ANNEXURE: I

INSTRUCTIONS TO BIDDERS

A: INTRODUCTION

1.0 **Eligibility and experience of the bidder:-**

1.1 The bidder should have minimum two (2) years of experience in providing services of 56seater and 29 seater non Air conditioned Buses to various organizations/institutions.

Bidder should have executed at least one contract of minimum 01 year duration for providing non air conditioned buses (56 Seater buses and 29 seater buses) in the last 3 years to be reckoned from the date of opening of techno-financial bids.

To this effect Bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as (i) Satisfactory completion /performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.

2.0 **TENDER FEE**

2.1 Rs.1,000/- (Rs. One thousand only) in favor of "**IIT Gandhinagar Main Account**", payable at Ahmedabad. The offer will not be considered without tender fee.

2.2 **Refund of Tender fee**

Even in the event a particular tender is cancelled, the tender fee will not be refunded to the concerned bidder/vendor.

3.0 **TRANSFER OF BIDDING DOCUMENT**

The Bidding document is **not transferable**.

4.0 **COST OF BIDDING**

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the IITGN will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B: THE BIDDING DOCUMENT

5. **CONTENT OF BIDDING DOCUMENTS**

5.1 The services required, bidding procedures and contract terms are described in the bidding document. In addition to the Invitation for Bids, the bidding documents include:

ANNEXURE I: **Instructions to Bidders** with following Appendices

Appendix 1 : Bid submission proforma (Commitment of the bidder)
Appendix 2 : Checklist
Appendix 3 : Proforma for Bidders past services (similar)
Appendix 4 : Proforma Certificate for 'no relation' with IITGN employee

ANNEXURE II: **General Conditions of Contract (GCC)**
Appendix - 1 : Proforma of Performance Bank Guarantee.

ANNEXURE III: **Scope of Work & Technical Specification**
Appendix – 1: Specification of Vehicles
Appendix – 2: Financial Formats: 2A, 2B, 2C, 2D

ANNEXURE IV: **Penalty Points**

5.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications.

6.0 SEEKING CLARIFICATIONS TO BIDDING DOCUMENTS

6.1 Bidders may seek clarifications to any query with respect to the tender document before the specified date. No change in specifications and tender conditions will be permissible after bid opening.

6.2 At any time prior to the deadline for submission of bids, the IITGN may, for any reason, whether at its own initiative or in response to clarification(s) requested by prospective bidder(s), modify the bidding documents by amendment(s).

6.3 All prospective Bidders who have responded counter to the tender enquiry will be notified of the amendments in writing or through e-mail.

6.4 In order to allow prospective Bidders reasonable time in which to take the amendments into account in preparing their bids, the IITGN Gandhinagar may, at its discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

7.0 LANGUAGE AND SIGNING OF BID

7.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the IIT Gandhinagar shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.

7.2 Bids shall be submitted in the prescribed bid proforma as per appendices 1 to 4 of Annexure- I. The prescribed proforma at Appendices of Annexure I, duly filled in and signed should be returned intact whether quoting for any item or not. When items are not being tendered for, the corresponding space should be defaced by some such words as "Not Quoting".

7.3 In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.

7.4 The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.

7.5 The Bidders are advised in their own interest to ensure that all the points brought out in the check list are complied with in their bid failing which the offer is liable to be rejected.

7.6 The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures/Appendices. It shall be complete and free from ambiguity, change or interlineations.

7.7 The bidder should indicate at the time of quoting against this tender their full postal and telegraphic/telex /fax addresses and also similar information in respect of their authorized agents in India, if any.

7.8 The Bidder shall sign its bid with the exact name of the firm to whom the contract is to be issued. The bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer the same shall be sealed with seal or otherwise appropriately executed under seal.

7.9 The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.

7.10 The Bidder, in each tender, will have to give a certificate in its offer, that the terms and conditions (Annexure I and II), as laid down in this bidding document are acceptable to it.

7.11 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

7.12 The complete bid including the prices must be written by the bidders in indelible ink. Bids and or prices written in pencil will be rejected.

8.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

8.1 IIT Gandhinagar has to finalize its contract within a limited time schedule. Therefore, IIT Gandhinagar will not seek any clarifications in respect of incomplete offers.

8.2 Prospective bidders are advised to ensure that their bids are complete in all respects and conform to IIT Gandhinagar's terms, conditions and bid evaluation criteria of the tender. Bids not complying with IIT Gandhinagar's requirement will be rejected without seeking any clarification.

9.0 DOCUMENTS COMPRISING THE BID

9.1 The bid prepared by the Bidder shall comprise the following components, duly completed:

9.1.1 TECHNICAL BID:-

The interested parties are requested to provide the following information along with quotations:-

(1). Name & address of the contractor.
(2). Nature of business.
(3). Income Tax assessment particular(s)(PAN Number)
(4). Number of vehicles owned along with proof of ownership.
(5). If the vehicles not owned by the bidders are to be put in service, contract with the owner of the buses placing the vehicles at the disposal of the bidder.

(6) Registration No., make, year of manufacture of each vehicle.
(7). Copy of I.T. Returns for the last two F.Y.2013-14 and 2014-15
(8). Details of hiring out vehicles done in the last two years:-
1.1 Name & address of the parties to whom vehicles were given on hire;
1.2 Period for which the vehicles were hire out;
1.3 Number of vehicles given on hire.
1.4 Documentary evidence in respect of satisfying execution of contract.

9.1.2 FINANCIAL BID:

(1) The rate for hiring of buses on 'Regular basis' should be quoted per month for use of 12 hours per day (7 days a week) with up to 8,000 kms. run in a month.
(2) The time & distance is to be calculated from the time & place of reporting to the time & place of release.
(3) The excess of kilometers & hours run in addition to serial No.1 during the month will be paid separately as per kilometer &hour basis.
(4) Rates for extra km & hour must be separately specified.
(5) Rates for the following must be separately specified for additional buses required on temporary or 'Call on basis':

5.1 Up to 100 KMS and 4 hours per day
5.2 Up to 200 KMS and 8 hours per day
5.3 Up to 350 KMS and 12 hours per day
5.4 Up to 500 KMS and 24 hours per day

(6) The rates quoted should be inclusive of all applicable taxes, fees fines or levies. However, the Institute has an exemption of "service tax" as per the Notification No. 25/2012-ST, dated 20th June, 2012. The other fees like toll tax will be borne by the Institute.

(7)The vehicle 56 Seater bus and 29 seater bus (Non Air conditioned), make on or after January 2013 (Older vehicles need not be mentioned).

9.1.3 Earnest Money Deposit (EMD)

The bidder must submit EMD Rs.50,000/- **per quoted vehicle**.

10.0 INCOME TAX LIABILITY

The bidder will have to bear all Income Tax liability both corporate & personal tax.

11.0 **BID CURRENCIES**

Bidders should quote firm prices in Indian rupees only. Prices quoted in any other currency shall not be considered.

12.0 **MODE OF PAYMENT**

In all cases, IIT Gandhinagar shall make payments through **Cheque/RTGS** only within 30 working days on receiving clear invoices. Bidders should invariably provide the following particulars along with their offers:

1. Name & Complete Address of the Contractor as per Bank records.(of any Nationalized Banks)
2. Name & Complete Address of the Bank with Branch details.
3. Type of Bank account (Current / Savings/Cash Credit).
4. Bank Account Number.
5. Permanent Account Number (PAN) under Income Tax Act;

6. Service Tax Registration number (for supply of Services), as applicable.
7. E-mail address of the vendor / authorized official (for receiving the updates on status of payments).

13.0 **VAGUE AND INDEFINITE EXPRESSIONS**

13.1 Bids qualified by vague and indefinite expressions such as "Subject to availability" etc. will not be considered.

14.0 **PERIOD OF VALIDITY OF BIDS**

14.1 The Bid shall be valid for acceptance for the period as indicated in the "Notice Inviting Tender" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

15.0 **EMD (To be Part with the Technical Bid)**

15.1 The EMD shall be acceptable in the following form:
i) Bank Draft from Nationalized Bank/Schedule bank in favor of "IIT Gandhinagar Main Account" valid for at least 90 days from its date of issue. The offer will not be considered without EMD.

15.2 IIT Gandhinagar shall not be liable to pay any bank charges, commission or interest on the amount of EMD.

15.3 The EMD shall be forfeited by IIT Gandhinagar in the following events:

(a) If Bid is withdrawn in between the evaluation period of bids or after awarding the contract.

(b) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Security/Bank Guarantee within 14 days of notification of such acceptance.

15.4 The EMD of unsuccessful Bidders will be returned within 30 working days on finalization of the bid. The EMD of successful bidder will be returned on receipt of Security Deposit/Performance Security/Bank Guarantee.

16.0 **TELEX/TELEGRAPHIC/TELEFAX/PHOTOCOPY BIDS**:

Telex / Telegraphic / Fax / e-Mail / Photo copy offers and bids with scanned signature / Original bids which are not signed manually will not be considered.

D. SUBMISSION OF BIDS

17.0 SEALING AND MARKING OF BIDS.

17.1 The bid shall consist of two parts – **Technical bid and Financial bid**. Both the bids are to be placed in two separate sealed envelopes (clearly super scribing 'Technical Bid' and 'Financial Bid') along with an envelope of "**Tender Fee and EMD**" which in turn are to be placed in one sealed cover. The Bids of all the parties whose Financial Bid is not in a separate sealed cover or the rates quoted by them find mention in their Technical Bid shall be rejected forthwith. The Financial bids of only those parties shall be opened whose Technical Bids are found to be eligible.

17.2 All the covers shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared **"Late".**

17.3 The right to ignore any offer which fails to comply with the above instructions is reserved.

17.4 Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.

17.5 IIT Gandhinagar will not be responsible for the loss of tender form or for the delay in postal transit.

18.0 **DEADLINE FOR SUBMISSION OF BIDS**

The Bid must be received by the IIT Gandhinagar at the address specified in Invitation for Bids not later than **17.00 Hrs. (IST)** on the notified date of closing of the tender. Offers sent by hand delivery should be put in the Inward section at the specified office not later than **17.00 Hrs. (IST)** on the specified date. All out-station tenders, if sent by post, should be sent under registered cover or Courier.

19.0 **LATE BIDS**

19.1 Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid.

19.2 Any bid received after dead line for submission of bid, will be rejected and returned unopened.

20.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

No bid may be modified after the dead line for submission of bids.

21.0 **SPECIFICATIONS:**

The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the services offered do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids which are in full conformity with the required specifications.

22.0. **AWARD OF CONTRACT: AWARD CRITERIA.**

22.1 The IIT Gandhinagar will award the contract to the successful bidder whose bid has been approved by the competent authority and the Institute reserves the right to accept/reject any offer in full or in part or accept any offer other than the lowest offer without assigning any reason thereof.

22.2 The Institute reserves the right not to offer any one successful vendor for all the services.

22.3 The Institute reserves the right to empanel one/two/three or more vendors for the cited services in future (up to 3 years from the date of receiving of the bids from the vendors) with the same terms & conditions.

23.0 **IIT GANDHINAGAR'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

IITGN reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for IIT Gandhinagar's action. The IITGN also reserves to itself the right to accept any bid in part or split the order between two or more bidders.

24.0 **MOBILISATION PERIOD**

Successful bidder shall be required to mobilize necessary resources for commencement of services at the specified site within stipulated time as specified in the scope of work or elsewhere from the date of order.

25.0 SIGNING OF CONTRACT

The successful bidder is required to sign a formal detailed contract with IIT Gandhinagar within a period of 7 days of date of order. Until the contract is signed, order shall remain binding amongst the two parties.

26.0 Security Deposit/Performance Security/Bank Guarantee

26.1 Within 14 (fourteen) days from the date of issue of ORDER by IIT Gandhinagar, the successful Bidder shall furnish the Security Deposit/Performance Security/Bank Guarantee in accordance with the conditions of the contract, in the Performance Bank Guarantee proforma provided at Appendix 1 of Annexure-II of the bidding documents, or another form acceptable to the IIT Gandhinagar.

26.2 Failure of the successful Bidder to comply with the requirement of clause 26.1 above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

26.3 The Security Deposit/Performance Security/Bank Guarantee will be returned within 60 working days of completion of contract in all respect/delivery period as per contract.

<u>Appendix-1</u>(of annexure-I)

BID SUBMISSION PROFORMA
(Commitment of the bidder)

Tender No. IITGN/MM-PR/TENDER-BUSES/2015-16/01

Contractor's Address: _____

Indian Institute of Technology

Dear Sir/s

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till December 31,2015.

2. I/We have understood and complied with the "Instructions to Bidders" at Annexure - I, and accepted the "General Terms and Conditions" at Annexure II for providing services and have thoroughly examined and complied with the specifications, drawings, Special Conditions of Contract and/or pattern stipulated at Annexure -III hereto and am/are fully aware of the nature of the services required and my/our offer is to provide services strictly in accordance with the requirements.

3. The following number of pages have been added to and form part of this tender:

4. Bidding documents and submission of Tender has been duly signed and attached herewith.

Yours faithfully,

Signature of Bidder

Address

Dated

Appendix-2 (of annexure-I)

CHECK LIST

The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied with in their offer failing which the offer is liable to be rejected.

1. Please tick (√) whichever is applicable and cross (X) whichever is/are not applicable.
2. Please sign each sheet.
3. The check-list duly filled in must be attached along with the offer.

FINANCIAL GROUP 'A'

1.1 Whether requisite tender fee has been paid?

Yes No Not applicable

1.2 If so, furnish the following :-

(i) By /Bank Draft/ Banker's cheque
(ii) Name of the Bank
(iii) Value
(iv) Number of /Bank Draft/Banker's cheque
(v) Date of issue of /Bank Draft/ Banker's cheque

2.1 Whether Bank Draft/Bank Guarantee/Banker's cheque for the requisite Earnest money has been enclosed with the offer ?

Yes No Not applicable

2.2 If so furnish the following:-

(i) Name of the Bank
(ii) Value
(iii) Number
(iv) Date of issue
(vi) Period of validity of the Bank Draft/Bank Guarantee. (The validity of Bank Draft should not be less than 90 days).

3. Have the rates, prices and totals, etc. been checked thoroughly before signing the tender?

Yes No

4. Has the bidder's past experience proforma (Appendix-3) been carefully filled and enclosed with the offer?

Yes No

5. Whether firm p r i c e s have been quoted?

Yes No

Signature of the Bidder

6. Whether rates have been quoted exactly as per the financial bid format?

Yes No Not applicable

7. Whether the period of validity of the offer is as required in bidding document? If not, mention the extent of variation.

Yes No Extent of variation in days

8. Whether the offer has been signed indicating full name and clearly showing as to whether it has been signed as Contractor.

Yes No

9. Whether the offer is being sent in double cover, both the covers duly sealed and super scribed with tender Number and closing/opening date?

Yes No

10. Has it been ensured that there are no over-writings in the offer and corrections if any, have been properly attested by the person signing the offer?

Yes No

11. Are the pages of the offer consecutively numbered and an indication given on the front page of the offer as to how many pages are contained in the offer ?

Yes No

12. Has the offer been prepared in sufficient details/ clarity so as to avoid post tender opening clarifications/ amendments?

Yes No

13. Whether Appendices 1 & 2 of Annexure-1 of the bidding document in original, duly filled in and a confirmation that clauses of Annexure(s) are compiled / accepted, enclosed with the offer ?

Yes No

14. Whether all the clauses of the bidding document are accepted?

Yes No

15. Whether necessary relevant documents in regard to vehicles offered attached with the offer?

Yes No

Signature of the Bidder

<u>Appendix - 3</u> (of annexure-I)

PROFORMA FOR BIDDERS PAST SERVICES (SIMILAR)

SL . No.	NAME & ADDRESS OF CLIENT	PERIOD FROM TO	DESCRIPTION OF SEVICES COMPLETED SUCCESSFULY	REMARKS
1.				
2.				

NOTE: - I/We certified that the above information is/are best of our knowledge and nothing has been concealed.

Signature of the Bidder

<u>Appendix - 4</u>(of annexure-I)

PROFORMA CERTIFICATE FOR
'NO RELATION' WITH IITGN
EMPLOYEE

This has reference to our proposed contract for 'Hiring of Non Air Conditioned Buses (56 Seater and 29 Seater), to be entered into with Indian Institute of Technology Gandhinagar.

(i) I/We am/are not a relative of any personnel of IIT Gandhinagar.

(ii) We are not a firm in which any personnel of IIT Gandhinagar or his/her relative is a partner ;

(iii) I/We am/are not a partner in a firm in which any personnel of IIT Gandhinagar or his/her relative is a partner.

Signature of Contractor

Place:

Date:

ANNEXURE - II

GENERAL CONTRACT CONDITIONS (GCC)

1. **DEFINITIONS:**

1.0 Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

1.1 **CONTRACT**

Shall mean a written CONTRACT signed between IIT Gandhinagar and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2 **IIT Gandhinagar (IITGN)**:

Shall mean **Indian Institute of Technology Gandhinagar**, India and shall include its legal representatives, successors and permitted assignees.

1.3 SITE

Shall mean the place in which the operations/services are to be carried out or places approved by the IITGN Gandhinagar for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.4 IIT GANDHINAGAR'S REPRESENTATIVE

Shall mean the person or the persons appointed by IIT Gandhinagar from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.5 **CONTRACTOR**:

Shall mean any person/ persons/ firm/ company etc. to whom work has been awarded and whose bid has been accepted by IIT Gandhinagar and shall include its authorized representatives, successors and permitted assignees.

1.6 CONTRACTOR'S REPRESENTATIVE

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the IIT Gandhinagar as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.7 CONTRACT PRICE

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by IIT Gandhinagar and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on IIT Gandhinagar for any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by IIT Gandhinagar.

1.8 DAY

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.9 TRANSPORT VEHICLES

Shall mean and include any vehicles such as Buses which CONTRACTOR is required to provide to the IIT Gandhinagar for/under the CONTRACT and amendments thereto.

1.10 **WORKS / SERVICES**:

Shall mean all work/services to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT.

1.11 GUARANTEE:

Shall mean the period and other conditions governing the warranty/guarantee of the works/services as provided in the CONTRACT.

1.12 SPECIFICATIONS:

Shall mean and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the CONTRACT.

1.13 INSPECTORS:

Shall mean any person or outside Agency nominated by IIT Gandhinagar to inspect vehicles/equipment, materials and services, if any, in the CONTRACT stage-wise as well as final as per the terms of the CONTRACT.

1.14 TESTS:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT considered necessary by IITGN or their representative in CONTRACT to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.15 FACILITY:

Shall mean all property of the IIT Gandhinagar owned or hired by IIT Gandhinagar.

1.16 THIRD PARTY

Shall mean any group, IIT Gandhinagar, person or persons who may be engaged in activity associated with the work/service specified but who shall remain at an arm's length from the work/service and who shall not have a direct responsibility or authority under the terms of this CONTRACT.

1.17 APPROVAL:

Shall mean and include the written consent duly signed by IIT Gandhinagar or their representative in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.18 **SINGULAR/ PLURAL WORDS**:

Save where the context otherwise requires, words imparting singular number shall include the plural and vice versa and words imparting neutral gender shall include masculine or feminine gender and vice versa.

1.18 GROSS NEGLIGENCE

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.19 WILLFUL MISCONDUCT

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

2.0 **SCOPE OF WORK / CONTRACT:**

Scope of the work / CONTRACT shall be as per the Scope of Work provided at Annexure-III, specifications, and Annexures thereto at Annexure: II of tender document.

3.0 DURATION OF THE CONTRACT:

The contract shall be effective from the date of issue of Letter Of Indent /Work Order and shall remain valid initially for a period of six months to be reckoned from the date on which the first Vehicles (buses) under the contract is deployed and accepted for IITGN duty and shall automatically expire after the contract validity period is over. The contract will be extendable up to two more years on negotiated terms and conditions by IIT Gandhinagar on vendor performance.

4.0 **NOTICES AND ADDRESSES**:

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as will as reports, invoices and other relevant material shall be addressed to the parties as per the address given below:

4.1 CONTRACTOR'S REGISTERED OFFICE AND ADDRESS

5.0 DUTIES AND POWER /AUTHORITY:

5.1 The duties and authorities of the IITGN's representative are to act on behalf of the Institute for:

(i) Overall supervision, co-ordination and Management at site
(ii) Proper utilization of the services.
(iii) Monitoring of performance and progress
(iv) Commenting/ countersigning on reports made by the **Contractor's** representative at site in respect of services, receipts, etc. after satisfying himself with the facts of the respective cases.

(iv) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any vehicles, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. Hence, the overall responsibility of quality of services shall rest solely with the CONTRACTOR.

(v) Each and every document emerging from service in support of any claim by the contractor has to have the counter signature/ comments of the IITGN's representative without which no claim will be entertained by the IITGN.

5.2 **CONTRACTOR's representative**:

(i) The CONTRACTOR's representative shall have all the powers requisite for the performance of the works.
(ii) He shall liaise with IITGN's representative for the proper co-ordination.

6. CONTRACT DOCUMENT:

6.1 **Governing language**:

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

6.2 **Entire Agreement:**

The CONTRACT constitutes the entire agreement between the IITGN and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement.

6.3 **Modification in CONTRACT**:

All modifications leading to changes in the CONTRACT with respect to technical and/or financial aspects, including terms of delivery, shall be considered valid only when accepted in writing by IITGN by issuing amendment to the CONTRACT. IITGN shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

6.4 **Assignment**:

The CONTRACTOR shall not, save with the previous consent in writing of the IITGN, sublet/SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

6.5 **Waivers and Amendments:**

a) Waivers: - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

b) Amendments: - It is agreed that CONTRACTOR shall carry out work in accordance with the directives to be furnished by the IITGN which may be amended from time to time by reasonable modifications as IITGN sees fit.

7.0 REMUNERATION AND TERMS OF PAYMENT

7.1 IITGN shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work (Annexure-III), as per the price Schedule at Appendix-2 of Annexure-III. The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.

7.2 All Bills along with relevant supporting documents shall be submitted in to **Assistant Registrar (MM), IIT Gandhinagar, Vishwakarma Govt. Engineering College Campus, Chandkheda, Ahmedabad - 382424.**

7.3 Invoices with original supporting documents duly countersigned by the IITGN's representative wherever applicable will be submitted on monthly basis by the CONTRACTOR to IITGN and payment shall be made within 21 (twenty one) calendar days from the date of receipt of clean invoice at the above office.
The original invoice should also accompany the following documents/details:

1) Along with first invoice:

Following documents / details should be invariably furnished along with the first invoice:

a) Copy of valid Registration certificate under the Service Tax rules.
b) Particulars required for making payments through Cheque/RTGS/NEFT, in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders') of bid document.
c) Mobile No.
d) e-mail ID (If any)

2) Periodical / Monthly payment:

a) Invoice (i.e. Tax invoice as per relevant Service Tax rules, in original and duplicate, clearly indicating Service Tax registration number, Service Classification, Rate and amount of Service Tax shown separately).
b) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.

7.4 In the event of any dispute in a portion or whole of any invoice, the IITGN shall make payment of undisputed portion and shall promptly notify the CONTRACTOR's representative in writing for the remaining portion in CONTRACT to mutually resolve the dispute and if resolved in part or full, payment shall be made to the CONTRACTOR within 30 days of such settlement.

7.5 **IITGN's right to question the amounts claimed**

Payment of any invoice shall not prejudice the right of the IITGN to question the allow ability under this Agreement of any amounts claimed therein, provided IITGN, within one year beyond the expiry of each CONTRACT year, delivers to CONTRACTOR, written notice identifying any item or items which it questions and specifying the reasons therefor. Should IITGN so notify CONTRACTOR, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the CONTRACTOR. The CONTRACTOR shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from IITGN and as to any payment provided for hereunder, which is to be made on the basis of CONTRACTOR's costs.

8.0 **CLAIMS, TAXES & DUTITES, FEES AND ACCOUNTIING:**

8.1 **CLAIMS**:-

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of IITGN. IITGN may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's vehicles, labour, materials and services under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

8.2 **NOTICE OF CLAIMS:-**

CONTRACTOR or IITGN, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

8.3 **TAXES:-**

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including Service tax. Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the IITGN for the work done under this CONTRACT.

It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

The Service Tax invoices should invariably contain the following particulars:

(i) Name, Address and the Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor)

(ii) Name and Address of the Service Receiver (Address of IITGN).

(iii) Description, Classification and Value of taxable service and the amount of applicable tax separately indicating education cess and Secondary & Higher Education Cess, wherever applicable)

8.4. **PERSONNEL TAXES:-**

The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, vendors, consultants etc. On account of payment received under this CONTRACT.

8.5 CORPORATE TAXES:-

8.5.1 The CONTRACTOR shall bear all direct taxes, levied or imposed on the CONTRACTOR under the laws of India, as in force from time to time.
The CONTRACTOR shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the IITGN for discharging any of its responsibilities under such laws in relation to or arising out of the CONTRACT.

8.5.2 Tax shall be deducted at source by IITGN from all sums due to an Indian tax resident Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

8.5.3 As per the provisions of Section 206AA of Indian Income Tax Act, 1961, effective from 01.04.2010, it is required to furnish his **Permanent Account Number (PAN)** which is mandatory to the person responsible for deducting tax at source.

8.5.4 For the lapses, if any, on the part of the CONTRACTOR and consequential penal action taken by the Income Tax department, the IITGN shall not take any responsibility whether financial or otherwise.
For lapses, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, the IITGN shall not take any responsibility whether financial or otherwise.

9.0 **PERFORMANCE**:-

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all-reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the IITGN and accept full responsibility for the satisfactory quality of such services as performed by

them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 3 days upon the receipt of written notice from the IITGN to improve their performance failing which the IITGN may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty)days written notice.

10.0 **PERFORMANCE BOND**:

The CONTRACTOR shall furnish to the IITGN within 14 days from the date of Award of contract, security deposit in the form of a **Bank draft** or an **Irrevocable Bank Guarantee** (as per the proforma enclosed at Appendix-I of this Annexure II) for the period specified in the bid document/ Notification of Award towards performance under this CONTRACT.

In the event CONTRACTOR fails to honor any of the commitments entered into under this agreement or in the event of termination of the contract under provisions of this contract and /or in respect of any amount due from the CONTRACTOR to the IITGN, the IITGN shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to the IITGN on demand.

11. **DISCIPLINE**:-

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and shall abide by and conform to all rules and regulations promulgated by the IITGN governing the operations. Should IITGN feel that the conduct of any of CONTRACTOR or contractor's employees is detrimental to IITGN's interest, the IITGN shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 2 working days to replace the person by competent qualified person at CONTRACTOR's cost.

12 **SAFETY AND LABOUR LAWS:-**

CONTRACTOR shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and labour laws enforced by statutory agencies and by IITGN shall be applicable in the performance of this CONTRACT and CONTRACTOR shall abide by these laws.

CONTRACTOR shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking or consumption of alcohol shall be permitted while on duty by any of contractor's personnel in IITGN premises or during work hours.

The CONTRACTOR shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

13. **VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER**

All contracts involving deployment of Contractor's manpower within IITGN's premises the Contractor/vendor shall submit the following documents to IITGN prior to start of work:

(i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.

(ii) Undertaking from the Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.

14. **SECRECY:-**

CONTRACTOR shall during the tenure of the CONTRACT and at anytime thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by IITGN, divulge or grant access to any information about the work. CONTRACTOR shall not also destroy any report, note and relating to the operation/ work required by the IITGN. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

15. **STATUTORY REQUIREMENTS:-**

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations.

16. **INSURANCE:-**

A) CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's Vehicles, tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. IITGN will have no liability on this account.

B) Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish IITGN with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) effective and expiry dates of policies (3) that IITGN shall be given thirty (30) days written advance notice of any material change in the policy (4) waiver of subrogation endorsement has been attached to all policies and (5) the territorial limits of all policies. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason, losses resulting therefrom shall be to the sole account of the CONTRACTOR. Such insurance shall be effected within Insurance Company incorporated and registered in India.

C) Deductible: - That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

D) CONTRACTOR shall require to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

17. **INDEMNITY AGREEMENT**:

17.1 INDEMNITY BY CONTRACTOR:

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified IITGN, (other than the CONTRACTOR) and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses(including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments' and fines arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

a) personal injury, illness or death of :

i) any of CONTRACTOR or CONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of IITGN); and

ii) subject to clause 17.2 (a) (I) any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel and

iii) loss or damage to : any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subject to clause any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel.

18. TERMINATION

18.1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the IITGN has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

18.2 Termination on account of Force Majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 23.

18.3 Termination on Account of Insolvency

In the event the CONTRACTOR at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the IITGN shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

18.4 Termination for Unsatisfactory Performance

If the IITGN considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the IITGN shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The IITGN shall have the option to terminate this Agreement by giving 30 days' notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the IITGN.

18.5 Termination for delay in Mobilization

Successful bidder shall be required to mobilize specified vehicles in the line with the Work order along with crew (only manpower) for commencement of services at IITGN site within a maximum of 10 days (as specified in scope of work or elsewhere in contract) from the date of WO. If the CONTRACTOR (successful bidder) fails to mobilize as above, IITGN shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

18.6 **Consequences of Termination**

In all cases of termination herein set forth, the obligation of the IITGN to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

In case of termination of Contract herein set forth, except under 18.1 and 18.2,

and / or annulment of the contract due to non-submission of Performance Security (as per clause 26 of Annexure-I), following actions shall be taken against the Contractor:

i. IITGN shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be Black listed for a period of two years from the date of the order for putting the Contractor on holiday is issued.

Pending completion of the enquiry process for putting the Contractor on holiday, IITGN shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender.

19. **DELAY IN MOBILIZATION AND LIQUIDATED DAMAGES**

(a) CONTRACTOR shall mobilize and deploy the Vehicles (buses) as per the Contract so as to commence the services at the specified site (s) within a maximum of 7/10 days from the date of RC/WO**.**

(b) If the CONTRACTOR fails to mobilize and deploy the Vehicles (Buses) and / or fails to commence the operations within the period specified in sub clause (a) above, IITGN shall have, without prejudice to any other provisions in the contract including sub clause (c) below, the right to terminate the contract.

(c) If the contractor is unable to mobilize / deploy and commence the operations within the period specified in sub clause (a) above, it may request IITGN for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, IITGN may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to Rs.800/-, for each week of delay or part thereof, subject to a maximum of Rs.2500/-per month per vehicle. The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by IITGN on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

The parties agree that the sum specified above is not a penalty but a genuine pre- estimate of the loss/damage which will be suffered by IITGN on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

20. **SEVERABILITY**:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

21. **CHANGE IN LAW**:

21.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the IITGN subject to the production of documentary proof to the satisfaction of the IITGN to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the

competent authority & the courts wherever levy of such taxes / duties are disputed by IITGN.

21.2 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, IITGN will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, IITGN will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

Notwithstanding the provision contained in clause 21.1 above, the IITGN shall not bear any liability in respect of :

(i) Personal taxes on the personnel deployed by CONTRACTOR, etc.

(ii) Corporate taxes and any other tax in respect of contractor etc.

(iii) Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.

22. **LIABILITY OF THE GOVERNMENT OF INDIA:-**

It is expressly understood and agreed by and between the CONTRACTOR and IITGN that IITGN is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that IITGN is an independent entity with power and authority to enter into CONTRACTs solely in its behalf under the applicable laws of India and general principles of CONTRACT Law. The CONTRACTOR expressly agrees, acknowledges and understands that IITGN is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, and commission, breaches or other wrongs arising out of the CONTRACT. Accordingly, CONTRACTOR hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleder claims or counter claims against the Govt. of India arising out of this CONTRACT and covenants not to the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of under this CONTRACT.

23. **FORCE MAJEURE**:

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term " Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely IITGN and the CONTRACTOR.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 48 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, IITGN shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

24. **JURISDICTION AND APPLICABLE LAW:-**

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts at Gandhinagar.

25. **CONTINUANCE OF THE CONTRACT: -**

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

26. **INTERPRETATION: -**

The titles and headings of the sections in this CONTRACT are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this CONTRACT.

27. ENTIRE AGREEMENT: -

This Agreement supersedes all prior Agreements and commitments, whether oral or in writing between the parties concerning the subject matters thereof. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorized representative of CONTRACTOR and IITGN.

28. **INDEPENDENT CONTRACTOR STATUS**:

The CONTRACTOR shall act as an independent contractor performing the CONTRACT. The Contract does not create any agency, partnership, joint ventures or joint relationship between the parties.

29. LIMITATION OF LIABILITY

Notwithstanding any other provisions, except only in cases of willful misconduct and /or criminal acts,

a) Neither the Contractor nor the Institute (IITGN) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Institute and

b) Institute shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

Appendix –I (of annexure-II)

PROFORMA OF PERFORMANCE BANK GUARANTEE

To,
The Asst. Registrar (MM),
Indian Institute of Technology Gandhinagar
VGEC Campus, Chandkheda, Ahmedabad – 382424

Dear Sir,

1. In consideration of Indian Institute of Technology Gandhinagar incorporated under the Act of Parliament, having its Office at VGEC Campus, Ahmedabad-382424 (hereinafter referred to as `IIT Gandhinagar', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No._____ dated _____ (herein after called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____having its registered/head office at _____(hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and IIT Gandhinagar having agreed that the CONTRACTOR shall furnish to IIT Gandhinagar a performance guarantee for Indian Rupees .....for the faithful performance of the entire CONTRACT.

2. We (name & Address, fax, email of the bank) _____registered under the laws of _____having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs. (in figures) …….. (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by IIT Gandhinagar on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by IIT Gandhinagar in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that IIT Gandhinagar at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that IIT Gandhinagar may have in relation to the CONTRACTOR's liabilities.

4.The Bank further agrees that IIT Gandhinagar shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IIT Gandhinagar against the said CONTRACTOR(s)

and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of IIT or any indulgence by IIT Gandhinagar to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of IIT Gandhinagar under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till IIT Gandhinagar discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of IIT Gandhinagar or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs.------(in figures) ----------(Indian Rupees in words)
and our guarantee shall remain in force until .(indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of IIT Gandhinagar under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of IIT Gandhinagar under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this ..... day of .....2015 at .....

WITNESS NO. 1

(Signature)
Full name and official
address (in legible letters)

(Signature)
Full name, designation and
address (in legible letters) with Bank stamp

Attorney as per power of Attorney
Dated.....

WITNESS NO. 2
(Signature)
Full name and official a d d r e s s (in legible letters)

Instruction For Furnishing Performance Bank Guarantee

1. The Performance Bank Guarantee by the Bidders will be given on non- judicial stamp paper/franking receipt as per stamp duty applicable at the place where the tender has emanated. The non- judicial stamp paper/franking receipt should be either in name of the issuing Bank or the bidder.

2. The expiry date as mentioned in Clause 26.3 should be arrived at by adding 60 days beyond the duration of the contract.

3. The Performance Bank Guarantee by the Bidders should be given from Nationalized / Scheduled Banks only.

4. The Performance Bank Guarantee must be sent directly by the issuing Bank, addressed to the concerned officer of IIT Gandhinagar giving full and clear address, through Registered post/courier services. However, the contractor, if he so chooses, submit the Bank Guarantee under the sealed cover of the Bank.

5. Complete address, Telex No, Fax No. of the issued Bank must be mentioned in the Bond.

ANNEXURE-III

SCOPE OF WORK, TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT

1. Definitions:-

1.1 **"Vehicle"** means the buses/vehicle(s) to be deployed by the Contractor as per the Specifications.

1.2 **"Driver"** means paid driver of the contractor deployed on the hired vehicles. The driver provided with the Vehicle must be physically/medically fit, professionally sound and legally competent in all respects holding valid driving license from RTO/DRTO for at least last 3 years as prescribed under prevailing Motor Vehicle Act and Rules/any applicable Act and Rules/any other applicable Act and rules on the subject.

1.3 **"Hour"** means an hour of 60 minutes. For the purpose of payments, fraction of an hour up to 30 minutes, will not be taken into account and more than 30 minutes will be treated as full one hour in a day.

1.4 **"Day"** means a calendar day starting from 0000 hours to 2400 hours.

1.5 **"Month"** means a calendar month of 28/30/31 days, as the case may be.

1.6 **"Authorized officer"** means an officer of the IIT GANDHINAGAR, authorized by the competent authority deployed for work.

1.7 **"Out Station"** means places outside the Ahmedabad District.

1.8 **"Distance"** means a linear distance in kms. between any two points by the route usually used for the movement of vehicles (buses).

1.9 **"Work Centre"** means the location of Operations, IIT GANDHINAGAR, and any other place where movement/operation of vehicle is needed.

1.10 **"Accident"** means any major damage (s) to the Vehicle. If any bus meets with any accident or mishap and as a result thereof any person connected with IITGN suffers any injury or succumbs to it, the compensation to such employees or his nominee, pursuant to the provision of any law will be recoverable from the contractor. The decision in this regard taken by IIT GANDHINAGAR shall be final and binding on the contractor.

15.4 **"Operational period"** shall include the period reckoned from the time as vehicle reports for duty in perfect working condition as and when specified by IIT GANDHINAGAR and till such time vehicle is released after completion of assigned duties from IIT GANDHINAGAR.

2. SCOPE OF WORK & SPECIFICATIONS OF VEHICLES: AS PER ATTACHED – Appendix-1

2.1 The contractor will provide suitable and comfortable buses to bring and drop our staff members from their origin point of travel on all the working days except on Sundays & holidays declared by the IITGN.

2.2 The contractor will make sure that in the morning the buses must reach at Institute Within 5 min of assigned time and in evening it should leave within 5 min of assigned time after taking all the passengers of the route.

2.3 While on route any kind of offence occurred by the driver or any of your staff, IITGN will not be responsible for any liability.

2.4 The contractor will be responsible for Insurance, Tax, Fitness Certificate, PUC, RC book and any other government payments regarding buses and its operations. The Institute will assume that all the documents and relevant papers of the buses are up to date and complete by all means.

2.5 The contractor will not allow any outside person (other than IITGN persons) to travel when IITGN related people are travelling in the bus.

2.6 The contract will not carry any objectionable or inflammable items in the bus which may be dangerous and risky to the passengers.

2.7 In case if the contractor services are found unsatisfactory the management of the IITGN will have full right to terminate the contract giving you 30 days' notice.

2.8 If the contractors wish to withdraw your services, the contractor will require to give us minimum 60 days' notice in writing to the Institute.

2.9 **Cleanliness of buses:**

The bus should be clean and in good mechanical conditions. The vehicle will be inspected by the IITGN personnel before being inducted. In case any deficiency/fault is pointed out during such inspection(s), the tenderer will be liable to rectify the defect up to the entire satisfaction of inspecting officer and if it is not rectified the vehicle will not be accepted for duty.

2.10 The Vehicle against this contract shall be hired to cater to the various requirement of In charge IIT GANDHINAGAR, or his authorized representative who shall operate this contract.

2.11 IIT GANDHINAGAR reserves the right to award the contract for any or all the jobs under this contract to any other contract(s) at any time during the currency of this contract, without assigning any reason whatsoever. The contractor shall not be entitled to any compensation whatsoever in such cases.11

2.12 The contractor shall have no right to claim any particular share in total work and IIT GANDHINAGAR shall have sole discretion for distribution of work amongst other contractors.

2.13 IIT GANDHINAGAR also reserves the right to get the job covered under this contract done departmentally or through some other arrangements in part or in full at its sole discretion. The contractor shall not be entitled to any compensation whatsoever in such cases.

2.14 IIT GANDHINAGAR shall also have the right to withdraw any job in part or full from the contractor without assigning any reason and at any stage of work. Payment to the contractor in such cases shall be restricted to the actual job done by him and the amount payable shall be decided by the authorized officer of IIT GANDHINAGAR which shall be final and binding on the contractor.

2.15 The award of Contract to the Contractor will not entitle him the exclusive right to supply the requisite number of Vehicle on hire for all the requirements of IIT GANDHINAGAR. The IIT GANDHINAGAR reserves the right to itself to conclude parallel Contract(s) at the same time, including splitting of the present work amongst the Contractor(s) i.e. hiring of Vehicles as per the IIT GANDHINAGAR's decision which cannot be challenged by the Contractor(s).

3. REQUIREMENT OF VEHICLES:

3.1 56 Seater Non Air Conditioned Buses - Regular basis – One (01) No.
3.2 29 Seater Non Air Conditioned Buses – Regular Basis – One (01) No.
3.3 56 Seater and 29 Seater Non Air conditioned Buses- Call on basis

The above vehicles will be operated from IIT GANDHINAGAR, Ahmedabad.
The above requirement is tentative and may either increase or decrease at the sole discretion of IIT GANDHINAGAR.

4. PERIOD OF CONTRACT :

The Contract shall be effective from the date of issue of WO/RC and shall remain valid for a period of initially 06 (six months) to be reckoned from the date on which the first vehicle under the contract is deployed and accepted for IIT GANDHINAGAR duty.

5 (A). MOBILIZATION :

5.1 Bidder shall mobilize the offered vehicles within 10 days of issue of WO/RC. The extension of the mobilization period may be considered, at the sole discretion of IIT GANDHINAGAR on merit of the case for a period of 7 days with applicable LD at the rate of Rs. 1,000/- per bus per day of delay. Bids with mobilization period, more than 10 days from the date of issue of WO/RC will not be considered by IIT GANDHINAGAR. IIT GANDHINAGAR shall have the right to cancel the WO to terminate the contract and forfeit the EMD in case the delay is more than 14 days. No further correspondence in this regard shall be entertained by IIT GANDHINAGAR.

5.2 Any deficiencies/ defects pointed out by inspection team in Vehicle but accepted by the inspection team in principle, must be rectified by the Contactor before presenting the Vehicle at IIT GANDHINAGAR where Vehicle will be re-inspected by the inspection team for the deficiencies/ defects pointed out earlier.

5.3 During the entire period of contract, the Vehicle is subject to periodical inspection and subsequent acceptance shall be subject to the aforesaid fresh inspection by IIT GANDHINAGAR in consideration to same criteria as indicated above. Any defect of deficiency noticed during inspection should be rectified immediately at the cost of contractor.

5.4 The decision with regard to acceptance or rejection of Vehicle offered by the Contractor shall remain with the IIT GANDHINAGAR, Gandhinagar and it's decision shall be final and binding upon the Contractor.

5.5 Any lien or charge created on Vehicle by Contractor with any financial institutions for the purpose of financing the Vehicle or any other purchase shall in no way limit or alter the obligations, responsibilities and liabilities of the Contractor and the rights of IIT GANDHINAGAR, as per the terms of the Contract.

5(B) SUBSTITUTE VEHICLE:-

In case of vehicle being off-road due to any break down or accident /periodical maintenance /repair etc. of the original deployed the contractor will be required to provide a substitute bus of the same specification, during such repair / maintenance of the originally deployed vehicle for a period of 5 days in a month against replacement only. In case of failure LD shall be imposed as per applicable LD clause.

6. OPERATIONAL NORMS AND CONDITIONS :

6.1 Contractor must ensure beforehand that the vehicles presented for IIT GANDHINAGAR's duty fulfill all the requirements as per the specifications and have all requisite statutory documents in up to date condition.
During the entire period of contract, all vehicles will be inspected prior to deployment. Any deficiencies/ defects pointed out in vehicle during inspection must be rectified by the Contractor at his own cost. In case, such deficiencies/ defects are not rectified or the rectification is not to the satisfaction of IIT GANDHINAGAR. Contractor has to provide alternate vehicle. All time and cost effect on account of this will be to the contractor's account and any delay in the deployment will be subject to the provision of L.D./ compensation clause.
The decision with regard to acceptance or rejection of vehicle offered by the Contractor shall remain with the IIT GANDHINAGAR and its decision shall be final and binding upon the Contractor.

6.2 Any lien or charge created on the vehicle by Contractor with any financial institutions for the purpose of financing the purchase of the Vehicle or any other purchase shall in no way limit or alter the obligations, responsibilities and liabilities of the Contractor and the rights of IIT GANDHINAGAR, as per the terms of the Contract.

6.3 Time is the essence of the Contract, The Vehicles are hired for attending various jobs of urgent and immediate nature which are of paramount importance for IIT GANDHINAGAR. If these jobs are not carried out/attended in time, this has a cascading effect on other works of IIT GANDHINAGAR thereby resulting in great loss to IIT GANDHINAGAR.

6.4 Fueling of the Vehicle shall be carried out prior to reporting for duty and there must be adequate fuel for at least 300 km run per day.

6.5 For the purpose of day to day operations, instructions shall be given by IIT GANDHINAGAR or it's authorized representative.

6.6 IIT GANDHINAGAR, at its sole discretion will make deployment of all hired Vehicle and the Contractor shall be bound to accept such deployment. He will not demand for any change in deployment at any time during the Contract period. The Contractor will be informed about deployment of a Vehicle by IIT GANDHINAGAR according to the requirement and necessity of IIT GANDHINAGAR and it will be the sole responsibility of the Contractor to provide services of Vehicle exactly as per the instructions of IIT GANDHINAGAR. If any Vehicle is not placed in time at the desired place, Liquidated Damages (LD) under clause No.11 shall be recovered from contractor's bill. IIT GANDHINAGAR also reserves the right to refuse delayed placement and \make the alternate arrangement at the cost of contractor.

6.7 No relaxation from imposition of L.D. shall be allowed on the plea that no time being available to arrange a replacement/repair the Vehicle.

6.8 Sometimes, an authorized user of IIT GANDHINAGAR may record certain observations/comments about the Vehicle in the logbook, of the particular Vehicle, which should be promptly attended to by the Contractor.

6.9 The Contractor shall have to make his own arrangements for the stay including night halt (s) etc. of his staff at his risk and cost at a convenient place near the site in consultation with the user during outstation duty.

6.10 The vehicles after duty shall be parked by the Contractor at a convenient place at his risk and cost. IIT GANDHINAGAR does not undertake responsibility of providing any

safe/secured parking space whatsoever which shall have to arranged by the Contractor himself at his own risk & cost. However, the Contractor shall be liable to provide Vehicle (s) to IIT GANDHINAGAR at the requisite time without any delay. The kms. Covered/consumed between contractor's parking place and reporting place i.e. IIT GANDHINAGAR and vice versa and refueling will not be included in operational period and shall not be paid for by IIT GANDHINAGAR to the Contractor.

6.11 The Contractor shall display a sign marked **"ON IIT GANDHINAGAR DUTY"** for making the Vehicle conspicuously distinguished even from a distance from other Vehicles on the road.

6.12 For safety, contractor shall ensure that his driver (s) do not drive Vehicle rashly and do not exceed the speed of 60 kms/hrs.

6.13 In case of deployment of vehicle (s) to railway station, Airport for receiving the Executive/ Officers, the contractor should advise his driver to display a placard indicating the name of Officials, so that Officials can identify that vehicles(s) easily and use the same for their official use.

6.14 The Parking charges incurred by the contractor, on such duties during a month are reimbursable by IIT GANDHINAGAR, on production of original receipt.

7. OPERATING STAFF :

7.1 The driver provided with the Vehicle must be physically/medically fit, professionally sound and legally competent in all respects holding valid driving license as prescribed under prevailing Motor Vehicles Act and any other applicable Act and rules on the subject. The details of the driver(s) must be shared with IIT Gandhinagar. The bus driver(s) is strictly to follow the route as specified by IIT Gandhinagar.

7.2 (a)The persons engaged/deputed by the Contractor for carrying out IIT GANDHINAGAR's work must behave properly with IIT GANDHINAGAR's staff/officers and maintain punctuality and discipline. If any person engaged by the contractor is found to be undisciplined, misbehaving or under the influence of any intoxicant the person will not be acceptable for duty by IIT GANDHINAGAR and the contractor will be penalized as per penalty clause. This is without prejudice to the right of IIT GANDHINAGAR to terminate the Contract. The operational time lost due to such eventualities shall be entirely to the account of the Contractor and shall attract liquidated damages as per clause no. 11.

(b) The employees of the contractor although working for and at the discretion of the IIT GANDHINAGAR shall be remain the employees of the contractor and such working arrangement shall in no way create or be constructed to create an employer/employee relationship between such employees and the IIT GANDHINAGAR.

7.3 The contractor shall ensure that his driver refrains from smoking or carrying any inflammable substance at the IIT GANDHINAGAR premises while on duty with IIT GANDHINAGAR. The Contractor's employees shall ensure that they abide by all usual and special rules regarding the safety and security measures while in IIT GANDHINAGAR and abide by specific instructions if any by IIT GANDHINAGAR at the work site(s).

7.4 The contractor shall do all acts and deeds as and when required and necessary for rendering services against this contract whether expressly provided in this contract or not whether directly related or incidental thereto. No extra charges shall be payable to the contractor for attending to all connected jobs and liaison work.

7.4.1 The contractor shall render the services mentioned herein this contact and other auxiliary and / or incidental services as may be ordinarily required for operation of such contract by way of practices, customs or usages and / or as prescribed by the law of the land.

7.5 The Contractor shall obtain prior permission for his drivers from IIT GANDHINAGAR and the contractor must ensure that the driver is having sufficient money while going on duty to meet any unforeseen expenditure in-route.

7.6 Requisite first aid kits, fire extinguisher/ spare wheel/ jacks/ tool kits etc. should be made available with each Vehicle by the contractor in good functioning/ useful condition at all the times.

8. SCHEDULE OF RATES: (ACCEPTED RATES AS PER APPENDIX -2A)

The above schedule of rates shall be complete, composite and firm for the entire contract period and extensions if any. The rates shall be inclusive of all expenses which means every expense necessary for the continuance of the hiring of the Vehicle throughout the Contract duration. Such expenses shall include (but not restricted to), all taxes, duties, levies, fees connected with the hiring of Vehicle payable to Central/ State Govt., Semi Govt., Local & Municipal Authorities, Regional Transport Authorities, Labour Authorities and also include the expenses relating to repairs of vehicle, maintenance, oil, lubricants, insurance, local services, Contractor's establishment, taxi driver, Labour (er) salaries, bonus etc. of the personnel employed for the operation/maintenance of the Vehicle and any other expenses whatsoever necessary.
It must be clearly understood that the IIT GANDHINAGAR shall not be liable to make any other payments whatsoever except the agreed hired charges. However, increase/decrease of diesel prices will be governed by clause 10.1

9 <u>RATE AND MODE OF PAYMENT</u> :

9.1 Toll Taxes, parking charges and Interstate statutory payments for permits for going on official duty to out station, will be reimbursed on actual subject to production of original receipt.

9.2 The contractor shall make monthly bills on account of hire charges in the name of IIT GANDHINAGAR, and submit the same to the office of the concerned officer of IIT GANDHINAGAR. These bills will be duly supported by completed log sheets issued to him duly signed by authorized officers identifiable appropriately for record by the party. The bills after verification and checking will be sent for payment. Payment shall be made within 30 days of receipt of bills through **Cheque/RTGS/NEFT**. In case any payment is not made within 30 days as aforesaid for any reason whatsoever, no interest or compensation of whatsoever nature will be payable to the Contractor for any such delay.

9.3 (a) Any and all claims not specifically reflected and included in the <u>final bill,</u> in accordance with the provisions of clause no. 9.1 here of shall be deemed to have waived by the Contractor and IIT GANDHINAGAR shall have no liability in respect thereof and the Contractor shall not be entitled to raise or include in the final bill or subsequently at any time, any claim(s) other than those mentioned in the final bill.

(b) No claim shall, on any account or ground, be made by the Contractor after the final bill, with the intent that the final bill prepared by the contractor shall reflect any and all claims, Whatsoever, of the contractor against IIT GANDHINAGAR, arising out of or in connection with the contract or work performed by the contractor there under or in relation thereto an the contractor shall, notwithstanding any enabling provision in the contract or any law and notwithstanding any claim in quantum merit that the contractor could have in respect thereof, be deemed to have waived any and all such claims not included in the final bill and to have absolved and discharged IIT

GANDHINAGAR from and against the same even if not including the same as aforesaid, the Contractor shall have acted under a mistake of law or fact.

(c) In the event of any dispute involving payment, the IIT GANDHINAGAR shall be at liberty to withhold the disputed payment of the Contractor, till the final decision over the dispute is reached. However, the Contractor will not be entitled to any interest on such withhold payment.

(d) While preferring a claim the Contractor shall certify that no payment/dues other than the instant claim is outstanding/pending with IIT GANDHINAGAR.

(e) The contractor is required to ensure compliance of each and every requirements/obligation under the contract. In case of any lapse/non-compliance of any requirement/obligation, the Contractor should immediately take the corrective measure failing which, in addition to other provisions available under the Contract. IIT GANDHINAGAR may, as its sole discretion, withhold the pending/outstanding payment of the Contractor or a portion thereof, till corrective measures are taken/requirements are complied with or dispute is resolved. Contract will not be entitled to any interest against such withheld payment.

10. <u>LIQUIDATED DAMAGES/ COMPENSATION :</u>

10.1 In the event of failure or delay of the contractor in placing a Vehicle at the disposal of IIT GANDHINAGAR due to any reason, whatsoever, IIT GANDHINAGAR shall have the option to exercise anyone or all of the following rights :-

10.1.1 To recover from the contractor as ascertained and agreed L.D., and not by way of penalty, a sum equivalent to 100 % of daily fixed charges for each day's failure in providing the vehicle for LOCAL duty and for all the days in case of OUTSTATION duty if such duty exceeds one day. In addition to that, the contractor shall not be entitled for any payment for that days (s) failed duty.

10.1.2 To recover from the Contractor as ascertained and agreed L.D. and not by way of penalty, a sum equivalent to 150 % of pro-rata fixed rate for failure in providing the vehicle for outstation duty of a single day. Contractor shall not be entitled for any payment for that day(s) failed duty.

10.1.3 To recover from the contractor as ascertained and agreed L.D., and not by way of penalty, a sum equivalent to 100 % of pro rata hourly rate of Fixed charges for each hour's failure in providing the Vehicle. In addition to that, the contractor shall not be entitled for any payment for that hour(s) failed.

10.2 IIT GANDHINAGAR shall make alternate arrangement and any additional expenditure incurred for making alternate arrangements, shall be recovered from the contractor's Monthly bill or from the amount due or that may be become due to the contractor and/or from his security deposit, available at IIT Gandhinagar.

10.3 In case any unauthorized passengers/materials found in Vehicle (s), an amount of Rs. 50/= per passenger/material shall be recovered from the contractor's bill, and if any repetition is observed then an amount of Rs. 100/= per passenger/material shall be recovered for each repetition for each case without prejudice to any right or remedy.

10.4 The decision of an authorized officer of IIT GANDHINAGAR with regard levy / LD/ compensation as mentioned herein above shall be final and binding on the parties.

10.5 The contractor shall also be responsible to compensate IIT GANDHINAGAR in full, for any losses/damages caused by contractor's representative or by his vehicle. The decision of IIT GANDHINAGAR in this regard shall be final and binding in this regard.

10.6 In the event of any pending case/cases of dispute involving recovery from the contractor, IIT GANDHINAGAR may withhold payments to the Contractor as its discretion till the final decision on the disputed case/ cases and no interest or any compensation of whatsoever nature shall be payable on the withheld amount.

11 <u>DOCUMENTS AND STAUTORY RESPONSIBILITY</u> :

11.1 The vehicle (s) should be fit in all respect for operations in accordance with Motor Vehicle Act and rules and the existing laws as applicable from time to time. The Vehicle (s) must have valid documents i.e. valid Registration Book, Insurance Certificate, fitness certificate (s) (if applicable) permits and taxes, levis paid up to date, during the currency of the Contract. It will be the sole responsibility of the Contractor to make the payment of all statutory/ Govt. dues leviable for the services to be provided by the Contractor to IIT GANDHINAGAR against this contract in time. The responsibility for any lapse in this regard shall be that of the Contractor exclusively and IIT GANDHINAGAR stands completely indemnified by the Contractor against such defaults.

11.2 The contractor will be solely responsible for any consequences and claim (s) under the laws arising out of any accident caused by the hired Vehicle (s) to equipment/ property/ personnel of IIT GANDHINAGAR. He will also be responsible for any claim/ compensation that arises due to damages/ death/ injuries sustained by any third party including life/ permanent injuries etc. caused by his Vehicle(s).

11.3 In order to avoid mishap/accident, Contractor shall ensure that only skilled driver with minimum 5 years' experience in operation of buses is deployed on Vehicle(s) and they observed all rules/precautions in this regard. The Contractor should not detail any driver without getting his particulars/credentials verified as per requirements mentioned in this agreement. The same shall be verified by In charge Vehicle Section or his authorized representative.

11.4 A log book will be issued by IIT GANDHINAGAR against each Vehicle having page nos. marked on each page wherein details of the performance of that Vehicle during the period of its utilization by IIT GANDHINAGAR will be recorded date wise with kms. and hours on the basis of which Contractor's claims will be verified and certified for payments. The log book will be handed over to the Contractor/ his representative of the particular Vehicle at the time of allotment. The same book should be deposited back with the Vehicle Section, after its performance/utilization every day. During the time the log books is in his possession, the Contractor shall keep it in his proper custody and shall ensure that all such performance/utilization are recorded everyday properly and clearly at the relevant pages and columns of the log book indicating exact/ correct hrs. utilized/ km run, places visited, route followed, time consumed, report and releasing time and purpose, duly certified by the authorized user/allottee mentioning his/her full name and designation. In case, the log book is lost/misplaced by the contractor, a penalty of Rs. 500 would be levied.

12 <u>STATUTORY OBLIGATIONS</u> :

12.1 The contractor shall comply with provisions under all applicable laws/enactment including but not limited to Motor Vehicle Act, Contract Labour (P&A) Act, Workmen Compensation Act, the shop Establishment Act and any rules made there under and also indemnify the IIT GANDHINAGAR against any liability that may be imposed on the IIT GANDHINAGAR for violations and/or non-observance of any of the statutory laws/enactment/Act/Rules & Regulation.

12.2 The Contractor, its employees, if any, shall be subject to all fiscal legislation of India.

12.3 While working under this Contract, any information, data or operation given or generated or performed under this contract shall be kept secret throughout the currency of the Contract and at all times thereafter, by the contractor, its employees. Any breach may lead to termination of this Contract by the IIT GANDHINAGAR besides, entitling the IIT GANDHINAGAR to take such remedial steps as may be necessary and required in this respect against the contractor, its employees, its sub-contractors, if any, and their employees.

12.4 The contractor shall make the payment of wages to every worker directly or through other person duly authorized by him on his behalf except those specified by the Central Government, by general or special order in this behalf or permissible under the payment of Wages Act 1936.

12.5 The contractor agrees, at its own cost, to comply with the provisions of all laws including all labour laws, rules, regulations and notifications issued there under, whether Central or State of local, applicable to him and to the contract labourers employed by him or to this contract.

Appendix-1 (of annexure-III)

SPECIFICATIONS OF VEHICLES AND SCOPE OF WORK

Non Air conditioned buses (56 Seater & 29 Seater) on Regular basis for local & outstation:
Non Air conditioned buses (56 Seater & 29 Seater) Call on basis for local & outstation:

The Vehicle against this Contract shall be hired purely on Regular or Call on basis, to cater to the requirement of local and outstation duties.

The vehicles are to be in neat and absolute working condition with driver in proper uniform. If the inspection team members found that any deployed vehicle is not in working condition and driver not in proper uniform, the penalty shall be imposed as mentioned in Annexure-IV (penalty clauses) on per day basis as per format prescribed. The offered vehicle must not be older than two (Make of 2013 or later model only) years for non-air conditioned buses/vehicles from the date of inviting tender, duly insured and all taxes paid and having all requisite documents valid and up to date as per Motor Vehicle Act and all rules in force. The Drivers should have the valid Driving License for HTVs (Heavy Transport Vehicle) with experience of driving for a minimum period of three (3) years with badge/first aid certificate. The driver of the bus in any category should be physically fit with good eye sight. The driver must be provided with a Mobile Phone. First Aid Box, Fire Extinguisher must be provided in the buses. The liability shall rest with contractor for the regular renewal of the driving license, ADP vehicle permit of the respective drivers during the period of contract.

The vehicle shall be used by IIT GANDHINAGAR and other concerned officials in all weather conditions to visit various places in the Ahmedabad and or Gandhinagar District of Gujarat and outstation duties.

Scope of Work

The hired buses should be made available with IIT GANDHINAGAR for transportation of its personnel from accommodation / guest house to IIT GANDHINAGAR on regular basis including Saturdays, Sundays and holidays. The buses may also be detained for the short trips to any place in Gujarat organized by the Institute. During such trips the buses should be fit and ready in all respects for use/ operation. Contractor shall make all arrangements necessary for operation of the buses as and when required including maintenance, driver etc., at his own cost and responsibility.

Appendix-2A (of annexure-III)

PRICE FORMAT

(NON AIR CONDITIONED BUSES (56 Seaters) ON REGULAR BASIS)

Tender No. : _____

Quotation No.: _____

Description of Service	Description of Vehicle			Charges per vehicle per month Type	Applicable Service Tax (If any)	Total estimated charges (C + D)
	Type of Vehicle	**Reg. No.**	**Year of Manufacturing**			
A	**B**			**C**	**D**	**E**
Per month for use of 12 hours per day (7 days a week) with up to 8,000 kms run in a month with provision of increase/ decrease in use with variation in cost on pro rate basis	56 Seaters					

Total Evaluated Price in word :_____

Note:

1. The above rates shall be indicated both in figures and words. In case of any discrepancies, the amount indicated in words shall be considered as final.
2. The actual Toll Tax and parking charges (if any) shall be reimbursed on production of receipt.
3. The quantum of job indicated in the price format is only for the purpose of evaluation. IITGN does not guarantee any minimum or maximum quantum of work under any of the price elements.

This Format duly filled in should be kept separately in second envelope marked "Financial/Price Bid" and sealed.

Place : _____ Signature (with seal) _____

Date : _____ Name: _____

Appendix-2B (of annexure-III)

PRICE FORMAT

(NON AIR CONDITIONED BUSES (29 Seaters) ON REGULAR BASIS)

Tender No. : _____

Quotation No.: _____

Description of Service	Description of Vehicle			Charges per vehicle per month Type	Applicable Service Tax (If any)	Total estimated charges (C + D)
	Type of vehicle	**Reg. No.**	**Year of Manufacturing**			
A	**B**			**C**	**D**	**E**
Per month for use of 12 hours per day (7 days a week) with up to 8,000 kms run in a month with provision of increase/ decrease in use with variation in cost on pro rate basis	29 Seaters					

Total Evaluated Price in word: _____

Note:
1. The above rates shall be indicated both in figures and words. In case of any discrepancies, the amount indicated in words shall be considered as final.
2. The actual Toll Tax and parking charges (if any) shall be reimbursed on production of receipt.
3. The quantum of job indicated in the price format is only for the purpose of evaluation. IITGN does not guarantee any minimum or maximum quantum of work under any of the price elements.

This Format duly filled in should be kept separately in second envelope marked "Financial/Price Bid" and sealed.

Place : _____ Signature (with seal) _____

Date : _____ Name: _____

Appendix-2 C (of annexure-III)

PRICE FORMAT

(NON AIR CONDITIONED BUSES (56 Seaters) CALL ON BASIS)

Tender No. : _____Quotation No.: _____

Description of Service	Description of Vehicle **II**			Charges per vehicle per DAY		Applic-able Service Tax (If any)	Total estimated charges **(III + IV)**	
I **Type of Vehicles**	**Type of Vehicle**	**Reg. No.**	**Year of Manufacturing**	**III**		**IV**	**V**	
For use of the following for each vehicle: a) 4 hours per day with up to 100 kms run in a DAY b) 8 hours per day with up to 200 kms run in a DAY c) 12 hours per day with up to 350 kms run in a DAY d) 24 hours per day with up to 500 kms run in a DAY	56 Seaters			a)			a)	
				b)			b)	
				c)			c)	
				d)			d)	

NOTE:

1. The above rates shall be indicated both in figures and words. In case of any discrepancies, the amount indicated in words shall be considered as final.
2. The actual Toll Tax and parking charges (if any) shall be reimbursed on production of receipt.
3. The quantum of job indicated in the price format is only for the purpose of evaluation. IITGN does not guarantee any minimum or maximum quantum of work under any of the price elements.

This Format duly filled in should be kept separately in second envelope marked "Financial/Price Bid" and sealed.

Place : _____ Date: _____

Signature (with seal) _____ Name : _____

Appendix-2 D (of annexure-III)

PRICE FORMAT

(NON AIR CONDITIONED BUSES (29 Seaters) CALL ON BASIS)

Tender No. : _____Quotation No.: _____

Description of Service	Description of Vehicle **II**			Charges per vehicle per DAY		Applic -able Service Tax (If any)	Total estimated charges **(III + IV)**	
I	**Type of Vehicle**	**Reg. No.**	**Year of Manufacturing**	**III**		**IV**	**V**	
For use of the following for each vehicle: a) 4 hours per day with up to 100 kms run in a DAY b) 8 hours per day with up to 200 kms run in a DAY c) 12 hours per day with up to 350 kms run in a DAY d) 24 hours per day with up to 500 kms run in a DAY	29 Seaters			a)			a)	
				b)			b)	
				c)			c)	
				d)			d)	

NOTE:

1. The above rates shall be indicated both in figures and words. In case of any discrepancies, the amount indicated in words shall be considered as final.
2. The actual Toll Tax and parking charges (if any) shall be reimbursed on production of receipt.
3. The quantum of job indicated in the price format is only for the purpose of evaluation. IITGN does not guarantee any minimum or maximum quantum of work under any of the price elements.

This Format duly filled in should be kept separately in second envelope marked "Financial/Price Bid" and sealed.

Place : _____ Date: _____

Signature (with seal) _____ Name : _____

ANNEXURE- IV

PENALTY POINTS

A point system will be in operation under which operational failures, depending on type and frequency, will entail point penalties. The liability of the contractor will not only be in terms of these points but also to the extent of the recommendations of the institute. Every point will entail a financial obligation of Rs. 100/-on the part of the contractor subject to a maximum of Rs. 1,00,000/-or 15% of the gross payment to the Agency in a month, whichever is less.

POINTS ALLOCATION:

Sl. No	Particulars	Penalty points (units) per day
1.	Low Responsiveness for any complain	10
2.	Not registering complaints in complain book	20
3.	Arguing with complainant instead of complying with the request	20
4.	No follow up for the deficiency/defects	50
5.	Complaint is unresolved or complainant chooses to go elsewhere	50
6.	Late arrival and early departure	20
7.	Lights are not working properly in the bus	20
8.	Bus is not clean	20
9.	Driver not properly dressed	10
10.	The vendor provides bus which is not decided by the Institute	20
11.	Bus not available	50
12.	Usage of Mobile phone during driving	50
13.	Change of bus without the consent of concern officials	50
14.	Misbehaving of contractor's employees with students, faculty and staff members	50