

**INDIAN INSTITUTE OF TECHNOLOGY ROPAR  
NANGAL ROAD, RUPNAGAR, PUNJAB, INDIA 140001**

**E-mail: [purchase@iitrpr.ac.in](mailto:purchase@iitrpr.ac.in)**

**Ph. 6283549684**

**Tender No. 1287-18/AD-BUS/Instt/PS**

**Date: 25/01/2019**

**HIRING OF DIFFERENT TYPE  
OF BUSES  
ON REGULAR/CALL-ON BASIS**

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# INDIAN INSTITUTE OF TECHNOLOGY ROPAR

भारतीय प्रौद्योगिकी संस्थान रोपड़

Ph. 6283549684, e-mail: purchase@iitrpr.ac.in

## **NOTICE INVITING TENDER**

Dear Sir/Madam,

1. Sealed tenders are invited for “Hiring of different type of Buses” as per following details:

**Category A] Non –Air-conditioned Buses with following requirements on Regular Basis:**

- a. 45-52 Seater with maximum 8000 Kms. per month (18 hours per day and 7 days a week) with rate of per extra Km. run and extra hour during the month
  - b. 17 Seater & 29 Seater with maximum 4000 Kms. run per month (12 hours per day and 7 days a week) with rate of per extra Km. and extra hour during the month.
- (The number of seats mentioned above may vary in the range of +/- 5.)

**Category B] Non –Air-conditioned Buses with 17, 29 and 45-52 Seater capacity with following requirements on Call-on Basis for local as well as outstation travel:**

- a. 4 Hrs – 60 Kms.
- b. 8 Hrs – 120 Kms.
- c. 12 Hrs– 240 Kms.
- d. Pick up and drop from/at IIT Ropar to Chandigarh/Delhi Airport/ Railway Station/ Bus stop.

[Rates of per extra hour and extra km. for the slabs mentioned at Sl. No. a to c above are to be quoted separately]

(The number of seats mentioned above may vary in the range of +/- 5.)

2. The contract will be initially for a period of one year which may be renewed on negotiated terms & conditions annually for further period of one year by Indian Institute of Technology Ropar depending on requirement of the Institute and performance of the vendor.

The details of the tender are given below:

1. Tender Notice No	134/2018
2. Type of Tender	Open Tender (Two Bid System)
3. Description of Work/Services	or later (on regular/Call on Basis).
4. Earnest Money Deposit (EMD)	Rs.1,00,000/-
5. Closing Date and time of Bid submission (Technical and Financial Bid)	14.02.2019 up to 03:00 PM.
6. Technical Bid Opening Date & Time	14.02.2019 at 03:30 PM.

7. Bid Validity	120 Days from opening of Technical Bid
8. Tender Fee (Demand Draft) to be deposited along with the bid by bidder	Rs.1,000/ (Rupees One thousand Only) In favor of “ <b>IIT Ropar Revenue Account</b> ” payable at Ropar
9. Performance Bank Guarantee	Rs. 5,00,000/- in favor of “ <b>IIT Ropar Revenue Account</b> ” payable at Ropar <b>Within 14 Days on receiving the award of contract.</b>
10. Correspondence Address	<b>Addressed to “The Registrar” IIT Ropar on the following address: The Deputy Registrar (S&amp;P), Utility Block, Indian Institute of Technology Ropar, Birla Farms, Permanent Campus, Rupnagar - 140111</b>

3. The non-transferable bidding documents for hiring of different type of buses at Institute’s premises at Ropar and general terms and conditions for that services as per Section B are available on Institute’s website ([www.iitrpr.ac.in](http://www.iitrpr.ac.in)). Bidders may download the tender document from the Institute’s web site ([www.iitrpr.ac.in](http://www.iitrpr.ac.in)).
4. Two Bid System will be followed in this tender. Bidders should take due care to submit tenders in accordance with requirement in sealed cover. The tender documents are to be submitted in two parts as

**Technical Bid and Financial Bid:**

The Technical Bid should include the following detailed information.

- 4.1 Name (As per Registration Certificate), correspondence address, telephone number and fax number/Email id of the bidder.
- 4.2 Complete details of the company indicating the name (s) of the owner (s) and all executive personnel. If the company/firm has ever changed its name any time, then the earlier name and the reason thereof.
- 4.3 Legal status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation) of the company along with statutory details (Registration No., PAN, GST No. & RPFC/ESIC No.)
- 4.4 List of past clients indicating the value of the contract & duration of the contract. Were you or your company ever required to suspend cited vehicle services for a period of more than three months continuously after you commenced the cited services? If so, give the name of the contract and reasons thereof OR have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.
- 4.5 List of present clients along with the contract value & commencement date.
- 4.6 Self-attested photo copies of filled Income Tax Returns for the last three financial years.
- 4.7 **Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only) and Tender Fee of Rs. 1,000/- (Rupees One Thousand Only)** shall be accepted in the form of demand draft of any nationalized bank, drawn in favor of “**IIT Ropar Revenue Account**” payable at Ropar and payable at Ropar.

Both the demand drafts should be valid for 90 days

5. The bids should be submitted in two properly sealed envelopes, super-scribed as Technical Bid (consists of various Forms A to E, required information as per clause 4.1 to 4.7 and **tender fee and EMD**) for providing different type of buses on regular/call-on basis services at IIT Ropar. The eligibility criteria, evaluation criteria and other conditions of the tender are mentioned in **Section A** of the tender document.

6. The general terms and conditions for providing services are mentioned in **Section B** of the tender document.
7. The scope of work, technical specifications and special conditions of the contract are mentioned in **Section C** of the tender document.
8. The format of submission of Financial Bid is available as **Section D, Part I-III** for providing different type of buses on regular/call-on basis at IIT Ropar. The cost should be quoted in words as well as figures (typed or printed). Amendment should be avoided. Amendments, if any, should be duly initialed, failing which the offers are liable to be rejected. Further, both the envelopes should be packed in one single sealed envelope super-scribed as “Technical and Financial Bids” for Hiring of Different Type of Buses (On regular/Call-on Basis) at IIT Ropar. The sealed bids must be sent by post/By hand to Dy Registrar (S&P) by due date. The bidder has to bear the cost of Driver’s uniform, all taxes, duties and other levies.
9. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such case. If any particulars/query is not applicable in the case of the bidder, it should be stated as not applicable. However, the bidders are cautioned that giving it unclear terms or making any change in the prescribed forms or deliberately suppressing the information, may result in the bid being summarily disqualified. Bids received late will not be entertained.
10. The bids should be in computer print outs or neatly typed. The bidder’s name should appear on each page of the bid document.
11. The bidder is advised to enclose any additional information, which it thinks necessary in regard to its capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. The bidder is, however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless the Institute calls it for.
12. Every page of the technical bid as well as the financial bid must be endorsed with seal and signature by the competent person.
13. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:
  - 13.1 A sole proprietor of the firm or constituted attorney of sole proprietor
  - 13.2 A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
  - 13.3 Constituted attorney of the firm
 

Provided that

    - 13.3.1 In case of 13.2 above, a copy of the partnership agreement of general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.
    - 13.3.2 In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner the tender offer and every partner of the firm should sign all other related documents.
    - 13.3.3 A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the

risk and cost of such person and hold the signatory liable to the Institute for all Cost and damages arising from the cancellation of the contract including any loss which the Institute may have on account of execution of contract / intended contract.

14. **At any time, before 14/02/2019 (15:00 Hrs.) which is prior to the date of submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.**
15. The amendments, if any, may be notified through the Institute's website which is prior to the date of submission of bids and these amendments shall be binding on the bidders. However, in order to allow the prospective bidders a reasonable time for taking the amendments into account while preparing their bids, the Institute may, at its discretion, suitably extend the deadline for submission of bids.
16. The tender shall remain valid for **120 days** from the tender due date.
17. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and 100% (hundred percent) of the Earnest Money deposited shall be forfeited. In exceptional circumstances, the Institute may request the bidders consent for an extension of the period of bid validity. A bidder may, however, be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.
18. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The Institute reserves the right to reject such tenders in which conditions of rebate is stipulated, without assigning any reason thereof.
19. The bidders, having represented the organization should have the required professional skills, and personnel and technical resources, to provide the services on the terms and conditions set forth in this tender document. The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the Institute.
20. The bidder may seek detailed clarifications on technical & financial issue (if any) on the conditions of bidding document through e-mail ([purchase@iitrpr.ac.in](mailto:purchase@iitrpr.ac.in)) addressing to the **Deputy Registrar (S&P)**, IIT Ropar latest by 10/02/2019.
21. Tenders must reach on or before 14/02/2019 (15:00 Hrs.) **Addressed to "The Registrar" IIT Ropar on the following address: The Deputy Registrar (S&P), Utility Block, Indian Institute of Technology Ropar, Birla Farms, Permanent Campus, Rupnagar-140111** Tenders will be opened on 14/02/2019 (15:30 Hrs.)
22. Interested Bidders may send their offers through registered post, speed post, courier or by hand delivery so as to reach the following address well before closing time and date. However, IIT Ropar accepts no responsibility for offers received after the due time and date due to whatsoever reason.

**Addressed to "The Registrar" IIT Ropar on the following address:**

**The Deputy Registrar (S&P),  
Utility Block, Indian Institute of Technology Ropar,  
Birla Farms, Permanent Campus, Rupnagar-140111**

23. The bidder is expected to examine all instructions, forms, terms and conditions (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 clarification.

24. Anyone or more of the following action/commission/omission are likely to cause summary rejection of the bid:
- Any bid received late by any mode whether by physical delivery, courier, or through post after the specified closing time.
  - Any bid not accompanied by required Earnest Money Deposit (EMD).
  - Quotations from bidders without Tender Fee.
  - Any bid received unsealed or improperly sealed.
  - Any conditional bid.
  - Any bid in which rates have not been quoted in accordance with the specified formats/details as specified in the Bid Document.
  - Any bids received without latest self-attested Income Tax documents (i.e. ITR-V) for the financial years 2015-16, 2016-17 and 2017-18.
  - Any effort by a bidder to influence the Institute in bid evaluation, bid comparison or Contract award decision.
  - Any bid received with period of validity shorter than 120 days.
  - Any bid mixing of price bid with the technical bid.
25. The Tender / bid (i.e. technical offer) will be opened 14/02/2019 (15:30 Hrs.) **at IIT Ropar Premises**. No separate information shall be given to individual bidders.
- The contractor/bidder or their authorized representative may also be present during the opening of the Technical and financial offer, if they desire so, at their own expenses.
- Only those financial offers will be opened whose technical offers are found suitable by the expert committee appointed for the cited service(s).
- In special situation, the committee may negotiate price with the qualified bidder quoting the lowest price before awarding the offer.
26. The EMD of the successful bidder will be returned to them without any interest after deployment of services and on submission of performance bank guarantee. The earnest money of unsuccessful bidders will be returned to them without any interest after awarding the offer.
27. The offer will not be considered without tender fee and EMD.
28. In case the tender is cancelled, the tender fee will not be refunded to the concerned bidder.

**29. Award of contract:**

The institute will award the contract to the bidder whose quotation has been determined to be substantially responsive as described in the Evaluation Criteria (Section A, Point 2 ).

Not with standing to the above, the institute reserves the right to accept or reject any quotations and to cancel the bidding process and reject all the quotations at any time prior to the award of contract.

The bidder whose bid is accepted will be notified for the award of the contract by the institute. The terms of the accepted offer shall be incorporated in the contract.

Within 14 (fourteen) days of the receipt of the notification of the award of the contract from the institute, the successful bidder shall furnish Performance bank guarantee for an amount of **Rs. 5,00,000/-**. Failure of which to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. The amount of the EMD will be refunded without interest to the successful bidder on successful submission of Performance Bank Guarantee.

The award of work order, when issued to the successful bidder, shall constitute the contract with collateral support from the terms and conditions of the tender, besides the invitation

notice as well as formal agreement, all of which shall finally from the contractual obligations to be adhered to and performed by the bidder and non-performance of any of such obligations shall make the bidder liable for all consequential effects.

The successful bidder shall have to execute an agreement with the Institute on a non-judicial stamp paper of Rs. 100/- (Rupees one hundred only) or of the value as may be applicable at the time and commence the work within 15 days from the date of award.



## **SECTION-A**

### **Eligibility Criteria:-**

- i The bidder should have minimum five (05) years of experience in providing services of different type of buses to various organizations/institutions.
- ii Bidder should have successfully completed at least two contracts of minimum one year duration for providing different type of buses in the last 2 years to be reckoned from the date of opening of 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, type and quality 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.
- iii The bidder's annual financial gross turnover in transport services in each of the last three financial years, i.e., 2015-16, 2016-17 and 2017-18 duly audited by the CA should not be less than Rs. 1.00 crore. Moreover, the firm/company should not be a loss making company in two of the last three years.
- iv Financial Solvency Certificate - The bidder should have a solvency of Rs. 25.00 lakh (Rupees Twenty Five Lakh only). A certificate to this effect is to be enclosed from the banker). Relationship of key managerial positions (owner/promoters/directors) of the contractor/bidder with key managerial positions of IIT Ropar will debar the contractor/bidder(s) from tendering. A non-relationship certificate (refer Form A) must be submitted along with bid.  
If any bidder/contractor(s) fails to meet any of the above eligibility criteria, he/she will be disqualified.

### **2. Evaluation Procedure:**

The Technical and Financial Bid Evaluation of those bidders who meet the above eligibility criteria will be done by a committee constituted by the Institute .

After opening the financial offer(s) of the technically qualified bidder/contractor (s), the committee will consider the lowest bidder (L1).

The committee reserves its right to select or reject any or all of the bids mentioned above without assigning any reasons.

### **3. SPECIAL INSTRUCTIONS TO TENDERERS**

#### **CORRECTIONS AND ERASURES:**

All corrections(s) and alternation(s) in the entries of tender papers shall be signed in full by the tenderer with date. No erasure or over-writing is permissible.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing shall be liable for rejection.

#### **SPECIAL CONDITIONS:**

The Institute shall retain the original agreement and the Contractor shall keep the duplicate of the agreement. The Contractor shall bear and pay all the costs , charges and expenses incidental to the preparation and execution of the signed Contract in duplicate.

The Contractor shall submit the bill/invoice of the previous month latest by the 5<sup>th</sup> of every month to the concerned office of the Institute.

The contractor shall be levied penalty as per details spelled out in Section-B, point no. 4.

**Annexure – I (Section A, Point 2.1)**

<b>Sr. No.</b>	<b>Parameters</b>	<b>Min Marks Required</b>	<b>Max. Marks</b>
<b>1.</b>	(a) Experience of having successfully run the Transport services during the last Five Financial years ending by 31.03.2018. (b) Bidder should have successfully completed at least four contracts of minimum one year duration for providing different type of vehicles in the last 2 years to be reckoned from the date of opening of bids.	<b>Mandatory Requirement</b>	
<b>2.</b>	Average Financial Turn-Over (Gross)- (The bidder's average annual financial gross turnover in transport services during the last three financial years, i.e., 2015-16, 2016-17 and 2017-18 duly audited by the CA should not be less than Rs. 1.00 crore and should not be a loss making company in two of the last three years. Maximum marks of 20 shall be given for turnover of 3.00 crores and more during the last 3 Financial years. For Annual Turnover between 1.00 and 3.00 crores, marks shall be given on pro rata basis.	<b>10</b>	<b>20</b>
<b>3.</b>	Financial Solvency Certificate- (The bidder should have a solvency of Rs. 25.00 lakh (Rupees T w e n t y F i v e Lakh Only). A certificate to this effect may be enclosed from the banker. Additional one mark (max. 5) will be given for every Rs.5.00 Lakh solvency certificate over and above minimum requirement of Rs.25.00 Lakh.	<b>10</b>	<b>15</b>
<b>4.</b>	Performance Certificate for each work (of at least 1 year duration) completed in the last five years and it should be certified by responsible person(s) from the concerned organization(s). 10 marks for Good, 12 marks for Very Good and 15 marks for Excellent/Outstanding feedback. The final marks shall be awarded on basis of average of all the performances. The bidder should provide a minimum of four (4) Performance reports for contracts successfully completed in the last 2 years (to be reckoned from the date of opening of bids).	<b>10</b>	<b>15</b>

## SECTION B

### GENERAL TERMS AND CONDITIONS FOR SERVICES

#### 1. DEFINITIONS:

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

##### **CONTRACT**

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

##### **IIT Ropar (IITRPR):**

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

##### **SITE**

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

##### **IIT ROPAR'S REPRESENTATIVE**

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

##### **CONTRACTOR:**

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

##### **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 Ropar as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

##### **CONTRACT PRICE**

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

##### **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.

##### **TRANSPORT VEHICLES**

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

**INSPECTORS:**

Shall mean any person or outside Agency nominated by IIT Ropar to inspect vehicles/documents in the CONTRACT stage-wise as well as final as per the terms of the CONTRACT.

**FACILITY:**

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

**THIRD PARTY**

Shall mean any group, person or persons who may be engaged by IIT Ropar 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.

**APPROVAL:**

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

**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.

**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.

**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. DURATION OF THE CONTRACT:**

The contract will be initially for a period of one year which may be renewed on negotiated terms & conditions annually for further period of two years (one year at a time) by Indian Institute of Technology Ropar depending on requirement of the Institute and performance of the vendor.

**3. DUTIES AND POWER /AUTHORITY:****3.1 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 IITRPR's representative for effective co-ordination and timely execution of the required services.

**4. 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 contractor/bidder in a month, whichever is less.

#### **POINTS ALLOCATION:**

<b>S. No.</b>	<b>Particulars</b>	<b>Penalty points (units) per day</b>
1	Non-availability of a Complaint book or Not providing the book for registering a complaint such as cleanliness, uniform etc.	20
2	Low Responsiveness (Not resolving the complaint within 2 days)	20
3	Unprofessional behavior/improper hygiene of driver or lack of cleanliness in vehicle	20
4	Late arrival or early departure	20
5	Complaint about different type of facilities not working properly in the vehicle	20
6	Complaint about non wearing of specified uniform by the Driver	10
7	Change of Vehicle without the consent of the Institute's administration	30
8	Rough/rash driving reported	50
9	Misbehavior by contractor's employees with IITRPR students/faculty/staff members/Guests/Visitors etc.	50
10	False Billing	10% of the gross payment of that vehicle of that month for regular billing AND 30 points for Call- on services
11	Violating any other terms of the agreement.	30

#### **5. CONTRACT DOCUMENT:**

##### **5.1 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.

##### **5.2 Entire Agreement:**

The CONTRACT constitutes the entire agreement between IITRPR 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.

##### **5.3 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 IITRPR by issuing amendment to the CONTRACT. IITRPR 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.

#### 5.4 **Assignment:**

The CONTRACTOR shall not, save with the previous consent in writing of IITRPR, 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.

#### **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 IITRPR which may be amended from time to time by reasonable modifications as IITRPR sees fit.

### 6. **TERMS OF PAYMENT**

- a. IITRPR shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Scope of Work (Section C), as per the price Schedule (Section D – Part i - iii). The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any.
- b. Invoices with original supporting documents will be submitted on monthly basis by the CONTRACTOR to IITRPR and payment shall be made within 30 (thirty) calendar days from the date of receipt of clean invoice.

The original invoice should also accompany the following documents/details:

#### i. Along with first invoice:

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

1. Copy of valid Registration certificate under the GST rules.
2. Particulars required for making payments through Cheque/RTGS/NEFT, in accordance with the clause on „MODE OF PAYMENT“ of bid document.
3. Mobile No.
4. e-mail ID (If any)

#### ii. Periodical / Monthly payment:

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

In the event of any dispute in a portion or whole of any invoice, IITRPR 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. CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING:**

### **a. 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 IITRPR. IITRPR 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.

### **b. Notice of Claims:-**

CONTRACTOR or IITRPR, 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 defence of any such claims or proceeding, shall permit the other to be represented by counsel in defence thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent.

### **c. Taxes:-**

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including. Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from IITRPR 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 GST 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 IITRPR).
- (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)

### **d. Personal 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.

### **e. Corporate Taxes:-**

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 IITRPR for discharging any of its responsibilities under such laws in relation to or arising out of the CONTRACT.

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



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.

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

8. **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 IITRPR 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 2 days upon the receipt of written notice from IITRPR to improve their performance failing which IITRPR may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) days written notice.

9. **PERFORMANCE BOND:**

The CONTRACTOR shall furnish to IITRPR within 14 days from the date of Award of contract, security deposit in the form of an **Irrevocable Bank Guarantee** ( as per the proforma – refer Form E) 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 IITRPR, IITRPR 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 IITRPR on demand.

10. **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 IITRPR governing the operations. Should IITRPR feel that the conduct of any of CONTRACTOR or contractor's employees is detrimental to IITRPR's interest, IITRPR shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehaviour, 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.

11. **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 IITRPR 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/any other prohibited substance shall be permitted while on duty by any of contractor's personnel in IITRPR 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.

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

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

- (i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by their firm at IITRPR is/are impeccable.
- (ii) Undertaking from the Contractor that their firm has scrutinized the previous working of the person(s) proposed to be deployed by them at IITRPR and there is nothing adverse as regards his/her character and antecedent.

**13. SECRECY:-**

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

**14. 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.

**15. 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. IITRPR will have no liability on this account.
- B) Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish IITRPR with of insurance indicating (1) kinds and amounts of insurance as required herein (2) effective and expiry dates of policies (3) that IITRPR 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 affected 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.

**16. INDEMNITY AGREEMENT:**

**a. Indemnity by Contractor:**

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified IITRPR, (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/penalty 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 IITRPR); and**

**ii) subject to clause 17.1 (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.**

**17. TERMINATION**

**17.1 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 22 (Section B).

**17.2 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 IITRPR 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.

**17.3 Termination for Unsatisfactory Performance**

If IITRPR considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, IITRPR shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. IITRPR 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 IITRPR.

**17.4 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 IITRPR site within a maximum of 15 (fifteen) 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, IITRPR shall

have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

### **Consequences of Termination**

In all cases of termination herein set forth, the obligation of IITRPR 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 17.1 and 17.2, and / or annulment of the contract due to non-submission of Performance Security, and following actions shall be taken against the Contractor:

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

### **18. DELAY IN MOBILIZATION AND LIQUIDATED DAMAGES (LD)**

(a) CONTRACTOR shall mobilize and deploy the Vehicles (vehicles) as per the Contract so as to commence the services at the specified site (s) within a maximum of 15 days from the date of RC/VO.

(b) If the CONTRACTOR fails to mobilize and deploy the Vehicles (Vehicles) and / or fails to commence the operations within the period specified in sub clause (a) above, IITRPR 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 IITRPR for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, IITRPR 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.2,500/-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 IITRPR 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.

### **19. 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.

### **20. CHANGE IN LAW:**

- a. 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 IITRPR subject to the production of documentary proof to the satisfaction of IITRPR 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 IITRPR.

- b. 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, IITRPR 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, IITRPR 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, IITRPR shall not bear any type of tax.

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

It is expressly understood and agreed by and between the CONTRACTOR and IITRPR that IITRPR 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 IITRPR 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 IITRPR 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, impleader 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.

**22. 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 IITRPR 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, IITRPR 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.

**23. 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 Ropar.

**24. 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.

**25. 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.

**26. 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 IITRPR.

**27. 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.

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

**SCOPE OF WORK, TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT**

Definitions and General Conditions:

**“Vehicle”** means the vehicles/vehicle(s) to be deployed by the Contractor as per the Specifications.

**“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.

**“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.

**“Day”** means a calendar day starting from 0000 hours to 2400 hours.

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

**“Authorized officer”** means an officer of the IIT ROPAR, authorized by the competent authority and deployed for work.

**“Outstation”** means places outside the Ropar District.

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

**“Work Centre”** means the location of Operations, IIT ROPAR, and any other place where movement/operation of vehicle is needed.

**“Accident”** means any major damage (s) to the Vehicle. If any vehicle meets with any accident or mishap and as a result thereof any person connected with IITRPR 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 IITROPAR shall be final and binding on the contractor.

**“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 ROPAR and till such time vehicle is released after completion of assigned duties from IIT ROPAR.

The time & kilometer will start from actual pickup point of guest and end at actual drop point of guest- for vehicles on call on basis.

The rate quoted should be inclusive of all government taxes (Regular & Call on basis vehicles).

Fines imposed by Govt. for any cases will be borne by Contractor (Regular & Call on basis vehicles).

While on duty, the driver should be in proper uniform as decided by the Institute. The cost of uniform shall be borne by the contractor/bidder.

The other fees like toll tax and parking fees will be borne by the Institute as actual.

## **2. SCOPE OF WORK & SPECIFICATIONS OF VEHICLES:**

All the vehicles provided to the Institute should have manufactured on or after January 2017. The contractor will provide suitable and comfortable vehicles in good mechanical condition to pick up and drop any person authorized by the Institute from their origin point of travel to the specified destination.

The contractor will make sure that in the morning all the vehicles hired on regular basis must reach at Institute 15 minutes before the assigned time.

While on route any kind of offence occurred by the driver or any of contractor's staff, IITRPR will not be responsible for any liability.

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

The contractor will not allow any unauthorized person (other than IITRPR associated persons) to travel when the vehicle is being used for IITRPR service.

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

In case, the services provided by the transport contractor are found unsatisfactory, IITRPR will have full right to terminate the contract giving the contractor 30 days' notice period.

If the contractor wishes to withdraw his/her services, then he/she shall have to give a minimum 90 days' of advance notice in writing to the Institute.

### **Cleanliness of vehicles:**

The vehicles should be clean and in good mechanical condition. The vehicles shall be inspected by IITRPR representatives 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 inducted/accepted for duty.

The Vehicles against this contract shall be hired to cater to the various requirements of IIT ROPAR, or its authorized representatives who shall operate this contract.

IIT ROPAR reserves the right to award the contract for any or all the jobs under this contract to any other contractor/agency 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.

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

IIT ROPAR 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.

IIT ROPAR shall also have the right to withdraw any work 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 ROPAR which shall be final and binding on the contractor.



The award of Contract to the Contractor will not entitle him/her the exclusive right to supply the requisite number of Vehicle on hire for all the requirements of IIT ROPAR. The IIT ROPAR 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 ROPAR's decision which cannot be challenged by the Contractor(s).

### **3. REQUIREMENT OF BUSES:**

**Category A]** Non –Air-conditioned Buses with following requirements on Regular Basis:

- a.** 45-52 Seater with maximum 8000 Kms. per month (18 hours per day and 7 days a week):  
**Two Vehicle.**
- b.** 17 Seater or 29 Seater with maximum 4000 Kms. run per month (12 hours per day and 7 days a week): **As per requirement**

**Category B]** Non –Air-conditioned Buses with 17, 29 and 45-52 Seater capacity with following requirements on Call-on Basis for local as well as outstation travel for local as well as outstation travel: As and when required

- a.** 4 Hrs – 60 Kms.
- b.** 8 Hrs – 120 Kms.
- c.** 12 Hrs– 240 Kms.
- d** Pick up and drop from/at IIT Ropar to/from Chandigarh/Delhi Airport/ Railway Station/ Bus stop.

The above buses will be operated from IIT ROPAR. The above requirement of number and category of vehicle(s) is tentative and can increase/decrease at the sole discretion of IIT ROPAR. The number of seats mentioned above may vary in the range of +/- 5.

### **4 (A). MOBILIZATION :**

Bidder shall mobilize the offered vehicles within 10 days of issue of Work Order (WO). The extension of the mobilization period may be considered, at the sole discretion of IITROPAR on merit of the case for a period of 7 days with applicable LD at the rate of Rs. 500/- per Different type of Vehicle per day of delay. Bids with mobilization period, more than 10 days from the date of issue of WO will not be considered by IIT Ropar. The Institute shall have the right to cancel the WO and/or 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 the Institute.

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

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

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

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 ROPAR, as per the terms of the Contract.

4 (B) **SUBSTITUTE VEHICLE:-**

In case of a vehicle being off-road due to any breakdown or accident /periodical maintenance /repair etc. (original deployed) the contractor will be allowed to provide a substitute vehicle of the same specification, during the period of such repair / maintenance of the originally deployed vehicle for a period of 5 days in a month against replacement only. The contractor needs to take a prior permission from IITRPR for the same. In case of failure LD shall be imposed as per applicable LD clause.

5. **OPERATIONAL NORMS AND CONDITIONS:**

Contractor must ensure beforehand that the vehicles presented for IIT ROPAR's duty fulfill all the requirements as per the specifications and have all requisite statutory documents in up to date condition.

In case, such deficiencies/ defects are not rectified or the rectification is not to the satisfaction of IIT ROPAR. Contractor has to provide an 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.

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 Ropar. If these jobs are not carried out/attended in time, this has a cascading effect on other works of IIT Ropar thereby resulting in possibilities of great loss to the Institute.

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.

For the purpose of day to day operations, instructions shall be given by IIT ROPAR or its authorized representative.

IIT ROPAR, at its sole discretion shall carry out the deployment of all hired Vehicle and the Contractor shall be bound to accept all such deployments. He/she will not demand for any change in deployment at any time during the Contract period. The Contractor shall be informed about deployment of a Vehicle by IIT ROPAR according to the requirement and necessity of IIT ROPAR and it will be the sole responsibility of the Contractor to provide services of Vehicle exactly as per the instructions of IIT ROPAR. If any Vehicle is not placed in time at the desired place, Liquidated Damages (LD) under clause No. 8 (Section –C) shall be recovered from contractor's bill. IIT ROPAR also reserves the right to refuse delayed placement and \make the alternate arrangement at the cost of contractor.

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.

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

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

The vehicles after duty shall be parked by the Contractor at a convenient place at owner's risk and cost. IIT Ropar does not undertake responsibility of providing any safe/secured parking space whatsoever and it shall have to be arranged by the Contractor at his/her own risk & cost.

However, the Contractor shall be liable to provide Vehicle (s) to IIT ROPAR at the requisite time without any delay. The kms. Covered/consumed between contractor's parking place and reporting place i.e. IIT Ropar and vice versa and refueling will not be included in operational period and shall not be paid for by IIT ROPAR to the Contractor.

The Contractor shall display a sign marked **"ON IIT ROPAR DUTY" or any other Stickers/Signs designed by IIT Ropar** for making the Vehicle conspicuously distinguished even from a distance from other Vehicles on the road.

For safety, contractor shall ensure that his driver (s) do not drive Vehicle rashly and do not exceed the stipulated speed of the road.

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.

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

#### **6. OPERATING STAFF:**

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 be physically/medically fit.

- (a) The persons engaged/deputed by the contractor for carrying out IIT Ropar's work must behave properly with IIT Ropar's employees and students and maintain punctuality and discipline. If any person engaged by the contractor is found to be indisciplined, misbehaving or under the influence of any intoxicant the person will not be acceptable for duty by IIT ROPAR and the intoxicant the person will not be acceptable for duty for IIT Ropar and the contractor will be penalized as per penalty clause. This is without prejudice to the right of IIT Ropar 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.8 (Section C).
- (b) The employees of the contractor although working for and at the discretion of the IIT Ropar, shall remain the employees of the contractor and such working arrangement shall in no way create or be construed to create an employer/employee relationship between such employees and the IIT Ropar.

The contractor shall ensure that his driver refrains from smoking, chewing pan/gutka etc. or carrying any inflammable substance at the IIT Ropar premises while on duty with IIT Ropar. The contractor's employees shall ensure that they abide by all usual and special rules regarding the safety and security measures while in IIT Ropar and abide by specific instructions of any by IIT Ropar at the work site(s).

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.

The contractor shall render the services mentioned herein this contract 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.

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

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.

The Contractor is expected to adhere to the best practices in conservation and follow directives given by IIT Ropar from time to time. The Contractor shall be segregating waste material, if any, and appropriate disposal of garbage at the designated place informed to Contractor.

The Contractor shall ensure reasonable working hours for drivers of buses hired on regular basis and no driver should be put on duty for more than 10 hours continuously.

## **7. SCHEDULE OF RATES: (SECTION –D, Part –I - III)**

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 ROPAR shall not be liable to make any other payments whatsoever except the agreed hired charges.

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.

The contractor shall make monthly bills on account of hire charges in the name of IIT ROPAR, and submit the same to the office of IIT ROPAR. 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 21 (twenty one) days as aforesaid for any reason whatsoever, no interest or compensation of whatsoever nature will be payable to the Contractor for any such delay.

(a) Any and all claims not specifically reflected and included in the final bill, in accordance with the provisions of clause no. 7.1 here of shall be deemed to have waived by the Contractor and IIT ROPAR 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 ROPAR, 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 ROPAR 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 ROPAR 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 withheld payment.

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

(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 ROPAR 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. Contractor will not be entitled to any interest against such withheld payment.

## **8. LIQUIDATED DAMAGES/ COMPENSATION :**

In the event of failure or delay of the contractor in placing the requisitioned vehicle at the disposal of IIT Ropar due to any reason, whatsoever, or breakdown of the vehicle on duty, IIT Ropar shall have the option to exercise any one or all of the following rights :-

To recover from the contractor L.D., as mentioned below:

(a) Rs. 2,000/- per day per bus for failure to provide buses running on regular basis.

(b) Rs. 1,000/- per call for failure to provide buses requisitioned on call-on basis.

IIT ROPAR 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 become due to the contractor and/or from his security deposit, available at IIT Ropar.

In case any unauthorized passengers/materials found in Vehicle (s), an amount of Rs. 500/- per passenger/material shall be recovered from the contractor's bill, and if any repetition is observed then an amount of Rs. 1,000/- per passenger/material shall be recovered for each repetition for each case without prejudice to any right or remedy.

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

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

In the event of any pending case/cases of dispute involving recovery from the contractor, IIT ROPAR 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.

Penalties for deficiencies in providing services will be as defined in Section „B“.

## **9 DOCUMENTS AND STATUTORY RESPONSIBILITY :**

- 9.1 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 ROPAR against this contract in time. The responsibility for any lapse in this regard shall be that of the Contractor exclusively and IIT ROPAR stands completely indemnified by the Contractor against such defaults.

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 ROPAR. 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).

In order to avoid mishap/accident, Contractor shall ensure that only skilled driver with minimum 5 years" experience in operation of vehicles 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.

A log book will be issued by IIT ROPAR against each Vehicle having page nos. marked on each page wherein details of the performance of that vehicle during the period of utilization by IIT Ropar will be recorded date wise with Kms. and hours on the basis of which contractor's claim will be verified and certified for payments. The log book will be handed over to the contractor's 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 book is in contractor's 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 logbook 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/allotted 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.

## **10 STATUTORY OBLIGATIONS :**

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 ROPAR against any liability that may be imposed on IIT ROPAR for violations and/or non-observance of any of the statutory laws/enactment/Act/Rules & Regulation.

The Contractor, its employees, if any, shall be subject to all fiscal legislation of India. 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 ROPAR besides, entitling the IIT ROPAR 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. The contractor shall make the payment of wages/salary

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.

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 or local, applicable to him and to the contract labourer(s) employed by him or to this contract.

**SECTION D****PRICE FORMAT, PART - I****Non –Air-conditioned Buses, (45-52 Seater) on Regular Basis\***

Tender No:

Quotation No:

Description of Vehicle				Type of Buses		
	Make & Model of Vehicle	Regn. No. (Pl. leave it blank in case planning to buy new vehicle)	Year of Manufacturing# (Pl. leave it blank in case planning to buy new vehicle)	Non AC		
				Charges Per Vehicle per month**	Applicable GST (If Any)	Total Estimated Charges (inclusive of GST/all)
A	B	C	D	E	F	G = (E+F)
45-52 Seater						
Rate for per Extra Kms.						
Rate for per Extra Hrs.						

**\*\*Per month for use of 18 hours per day (7 days a week) with Up to 8000 kms. run in a month with rate extra kms. Run during the month.**

**# Should be manufactured in 2017 and later only**

**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. IITRPR does not guarantee any minimum or maximum quantum of work under any of the price elements.

Place : \_\_\_\_\_

Date: \_\_\_\_\_

Signature (with seal) \_\_\_\_\_ Name :



## PRICE FORMAT, PART-II

### **Non –Air-conditioned Buses, (17 Seater and 29 Seater) on Regular Basis**

Tender No: \_\_\_\_\_

Quotation No: \_\_\_\_\_

Description of Vehicle				Type of Buses		
	Make & Model of Vehicle	Regn. No. (Pl. leave it blank in case planning to buy new vehicle)	Year of Manufacturing# (Pl. leave it blank in case planning to buy new vehicle)	Non AC		
				Charges Per Vehicle per Month**	Applicable GST (If Any)	Total Estimated Charges (inclusive of GST/all)
A	B	C	D	E	F	G = (E+F)
17 Seater						
29 Seater						
<b>Rate for Extra Kms. + Hours</b>						
17 Seater						
29 Seater						

**\*\*Per month for use of 12 hours per day (7 days a week) with Up to 4000 kms. run in a month with rate extra kms. Run during the month.**

**# Should be manufactured in 2017 and later only**

#### 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. IITRPR does not guarantee any minimum or maximum quantum of work under any of the price elements.

Date: \_\_\_\_\_

Place : \_\_\_\_\_

Signature (with seal) \_\_\_\_\_ Name : \_\_\_\_\_

### PRICE FORMAT, PART-III

**Non –Air-conditioned Buses, (17 Seater, 29 Seater and 45-52 Seater) on Call on Basis**

Tender No:

Quotation No:

Description of Vehicle				Type of Buses			
	Make & Model of Vehicle	Regn. No	Year of Manufacturing  (Should be 2017 and later only)				
				NON-AC			
				Charges Vehicle Day	Per per	Applicable GST  (If Any)	Total  Estimated Charges (inclusive of GST/all)
A	B	C	D	H	I	J=(H+I)	
17 Seater Bus							
4Hrs – 60 Km							
8Hrs – 120 Km							
12Hrs – 240 Km							
Airport / Railway Station/ Bus stop pickup & Drop (Chandigarh)							
Airport / Railway Station/ Bus stop pickup & Drop (Delhi)							
Rate of per Extra Kms.							
Rate of per Extra Hrs.							
29 Seater Bus							
4Hrs – 60 Km							
8Hrs – 120 Km							
12Hrs – 240 Km							
Airport / Railway Station/ Bus stop pickup & Drop (Chandigarh)							

Airport / Railway Station/ Bus stop pickup & Drop (Delhi)						
Rate of per Extra Kms.						
Rate of per Extra Hrs.						
<b>45-52 Seater Bus</b>						
4Hrs – 60 Km						
8Hrs – 120 Km						
12Hrs – 240 Km						
Airport / Railway Station/ bus stop pickup & drop (Chandigarh)						
Airport / Railway Station/ bus stop pickup & drop (Delhi)						
Rate of per Extra Kms.						
Rate of per Extra Hrs.						

**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. IITRPR does not guarantee any minimum or maximum quantum of work under any of the price elements.

Place : \_\_\_\_\_

Date:

Signature (with seal)\_\_\_\_\_

Name :

## **FORM-A**

### **BID SUBMISSION PROFORMA (Commitment of the bidder)**

Tender No.

Bidder's Address: \_\_\_\_\_

To,  
Registrar  
Indian Institute of Technology Ropar  
Ropar – 140001

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\_\_\_\_\_.
2. I/We have understood and complied with Eligibility and experience of the bidder as Section A, General Terms and Conditions as Section B and Scope of Work, Technical Specifications and Special Conditions of Contract as Section C 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

## FORM-B

### 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'

Whether requisite tender fee has been paid?

Yes                      No                      Not applicable

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 (Form C) been carefully filled and enclosed with the offer?

Yes                      No

5. Whether firm prices 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 Form A and Form B 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**

## **FORM- C**

### **PROFORMA FOR BIDDERS PAST SERVICES (SIMILAR)**

SL . NAME & ADDRESS		PERIOD	DESCRIPTION OF	REMARKS
		FROM TO		
		(Minimum		
		duration of one		
No.	OF CLIENT	year or above)	SEVICES	
			COMPLETED	
			SUCCESSFULLY#	
1.				
2.				

#Performance certificate from each of the previous client (s) mentioned above is to be compulsorily attached.

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

**Signature of the Bidder**

**FORM-D**

**PROFORMA CERTIFICATE FOR “NO RELATION” WITH IITRPR EMPLOYEE**

This has reference to our proposed contract for Hiring of different categories of Buses, to be entered into with Indian Institute of Technology Ropar.

- (i) I/We am/are not a relative/blood relation of any key managerial person of IIT Ropar.
- (ii) We are not a firm in which any key personnel of IIT Ropar or his/her relative is a partner;
- (iii) I/We am/are not a partner in a firm in which any key managerial person of IIT Ropar or his/her relative is a partner.

**Signature of Contractor**

Place:

Date



