

Ref. NITD/EST/Vehicle/07/20

Date: 04.11.2020

e-Tender Notice

Annual Rate Contract (ARC) For Providing Multi-Utility Vehicles at NIT Durgapur as and when Required Basis

Part-A: QUALIFYING BID

Particulars of Issue of Tender Document

Name, Address and Contact Details of the Party	
EMD Particulars	Demand Draft No Dated: Issued by (Name of the Bank):

Signature of the Bidder

Signature of the Bidder with Stamp

INDEX

PART-A: QUAL	JFYING BID	
SECTION	CONTENTS	PAGE NC
Ι	Notice Inviting Tender	3-4
II	Bid Form	5
III	Tenderers Profile & other Details	6-7
IV	General Terms and Conditions of Tender	8-10
V	Procedure for submission of E-Tender	11-15
VI	Format of the Performance bank Guarantee	16-17
VII	Scope of Work	18-19
VIII	Other Conditions	20
IX	Agreement Proforma	21-23
Х	Proforma for No Near Relative Certificate	24
XI	Declaration about Genuineness of Documents/Certificates	25
XII	Affidavit	26
	Instruction to Contractor for Price Bid and Proforma of	
XIII	Price Bid	27
	Fixed rate chart for additional charges, mileage and others	
XIV	for hire charges on dry rate basis.	28
XV	Fixed rate chart for additional charges, mileage and others for	20
	running above 200 KM in a day	29
XVI	Duty Slip / Journey Log	30

SECTION -I Notice Inviting Tender

1. E-Tender (Digitally Signed) are invited for Annual Rate Contract (ARC) for providing multi-utility vehicles as and when required basis at NIT Durgapur.

(Page-3)

2.	Details	of	the	works:-	

Name of Work	EMD in ₹
Annual Rate Contract for providing multi-utility vehicles as and	
when required basis	40,000.00

3. ELIGIBILITY CONDITION

- a. The tenderer should have Annual financial turnover of Rs. 25 lacs or more during last three years, i.e. financial year 2017-18, 2018-19 & 2019-2020.
- b. The tenderer should have experience of having successfully completed similar works in Govt. Deptt./State Govt. Dept./PSU/ Govt. funded autonomous / statutory bodies'/Private Institution of repute.
- c. The experience of having successful completion of work for Providing multi-utility vehicles as and when required basis.
- d. Tenderer must have GST registration.
- e. Bidder should have commercially registered vehicles in his name / firm.

4. Period of contract: The period of this contract will be one year from the date of agreement. However, the Institute Authority reserves the right to further extend the contract on the same rates, terms & conditions, which shall be binding on the contractor.

5. Schedule:

Name of Organization	National Institute of Technology
Name of organization	National Institute of Technology
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/ Sell)	Service
Service Category	Transport
Source of Fund (Institute/Project)	Institute
Is Multi Currency Allowed	NO
Date of Issue/Publishing	21/11/2020 (dd/mm/yyyy)
Document Download/Sale Start Date	21/11/2020 (dd/mm/yyyy)
Document Download/Sale End Date	15/12/2020 (dd/mm/yyyy) (17.00 Hrs)
Date for Pre-Bid Conference / clarifications	Bidder may sought clarifications through email as mentioned below on or before 04.12.2020. Suitable replies will revert back to the bidder as early as possible or corrigendum may be published if required. No queries will be entertained after 04.12.2020.

Last Date and Time for Uploading of Bids	15/12/2020 (dd/mm/yyyy) (17.30 Hrs)
Date and Time of Opening of Technical Bids	16/12/2020 (dd/mm/yyyy) (11.00 Hrs)
Tender Fee	Rs. NIL /- (For Tender Fee)
EMD	INR 40,000/-
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	90 days (From last date of opening of tender)
Address for Communication	Shri A. K. Bhagat, Security Officer & I/C Estate Section, National Institute of Technology, Durgapur M. G. Avenue. Durgapur -713209, West Bengal. INDIA
Contact No.	0343 275 9215
Email Address	estatehelpdesk@admin.nitdgp.ac.in
ITI Helpdesk Contact No. and mail address	Helpdesk Number - 011-4960 6060/06122520545 ewizardhelpdesk@gmail.com Mr SK Tariq- 7978416916; ewizardtariq@gmail.com Mr. Saikat Pal - 8927976198 ewizardsaikat.pal@gmail.com

- 6. If the date of opening of the bids happens to be holiday, the tenders will be opened on the next working day at the same time.
- 7. In case of non-MSME / NSIC bidder, separate crossed Demand Drafts (DDs) as Bid Security/EMD for the amount mentioned in the NIT issued by a scheduled bank drawn in favour of NIT Durgapur, payable at Durgapur should be submitted to Estate Section, NIT Durgapur. MSME / NSIC bidders can claim for the exemption of EMD while bidding on the e-tendering portal.

Registrar, NIT Durgapur

SECTION II

BID FORM

To The Registrar National Institute of Technology Durgapur, Durgapur – 713 209

Dear Sir,

Having examined the conditions of contract and specifications including addenda/corrigendum No.....(if any) the receipt of which hereby duly acknowledged, we, undersigned, offer to ARC for Providing Multi-utility vehicles as and when required basis in NIT Durgapur in conformity with said conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

1. Particulars of EMD deposited are as below-

DD No......Date.....Amount.....Bank:....

OR

2. Particulars of MSME / NSIC bidders should be furnished below:

Validity: From......To......To.....

Monetary Limit in Rs.....

Whether registered for the tendered work (Yes/No).....

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this Bid for a period of 90 days from the date fixed for Qualifying Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is in full compliance of the requirements of e-tendering.

Dated...../..../.....

Signature of the tenderer.....

Name of Tenderer.....

Seal of Tenderer.....

COMPANY PROFILE

SL. NO.	Required Information	Details
1	Name of the Company	
2	Address (Office)	
3	Address (others if any)	
4	Legal status-	
5	Name, designation, and telephone nos of the contact person.	
	Contact No.	
	Email ID-	
6	Month and Year of commencement business	
7	Statuary details (photocopies to be attached): a) Registration number of the firm (issued under shop and establishment)	
	b) PAN	
	c) GST Registration number	
8	Registration number issued by regional Provident Fund Commissioner.	
9	Registration number issued by Employees State Insurance Corporation	
10	Labour Licence/Registration number	
11	Aadhaar No.	
12	Trade / Nature of Services / Business	

13	Turnover of firm for last three years	
1.4		
14	Current list of clients with name, address and contract numbers.	
15	Registration & incorporation particulars	
	of the firm	
16	Account Details	
17	Any other information	

I hereby declare that the information furnished above is true to the best of my knowledge.

SECTION - IV

General Terms and Conditions of the contract

1. Introduction

1.1.National Institute of Technology Durgapur (hereinafter referred to as the Institute) established by an Act of Parliament in 1960, is an Institute of National Importance. The Institute is engaged in imparting education and research of highest standards in the area of Technology and Science. For more details about this Institute, please log on to www.nitdgp.ac.in.

2. Purpose of the Tender

2.1. National Institute of Technology Durgapur intends to invite Tender from interested parties for annual rate contract for providing multi-utility vehicles as and when required basis. After evaluation of Tender, agreements will be entered with the successful party for a period of one year. However, the Institute reserves the right to further extend the contract on the same rates, terms & conditions, which shall be binding on the contractor.

3. General requirement

3.1. Institute intends to contract for providing multi-utility vehicles as and when required basis. These may be required for different timeframes as per requirement.

4. Eligibility Requirements

4.1. The tenderer should have Annual financial turnover of Rs. 25.0 lakhs during the last three years, i.e. financial year 2017-18, 2018-19 & 2019-20.

- 4.2 The tenderer should have experience of having successfully completed similar works in Govt. Deptt./ Central Govt. Dept./State Govt. Dept./PSU / Govt. funded Autonomous / Statutory bodies.
- 4.3. Bidder should be the EPF & ESI Registered.
- 4.4. Bidder should have the GST Registration.
- 4.5. List of Documents for eligibility requirement.
- 4.6 Bidder should have commercially registered vehicles in his name / firm.

5. Financial Requirement

- 5.1 The successful bidder's bid security/EMD may be converted into part performance security deposit compulsorily.
- 5.2 In addition to the above, the Bidder including MSME / NSIC shall be required to submit a Performance Security Deposit in the form of DD/Bank Guarantee as per the prescribed Proforma, of an amount equal to 9% of the value of awarded work. Validity of the Bank Guarantee should be three months extra after completion of contract period from a scheduled bank within 15 days of issue of the letter of acceptance and to be submitted before signing of the agreement.
- 5.3 The proceeds of the performance security shall be payable to the Institute as compensation for any loss resulting from the contractor's failure to perform the obligations under the contract.
- 5.4 The performance security deposit bears no interest and shall be refunded to the contractor after successful completion and satisfactory performance during the contract period.
- 5.5. Contractor shall submit the aforesaid Performance Bank Guarantee of the said amount or as Institute may recommend from time to time. Without prejudice to other rights and remedies available to Institute, Institute reserves the right to forfeit/adjust the said Performance Security in full or part or any sum due from the contractor to Institute at any time. Institute reserves the right to increase the amount of Performance Bank Guarantee at any time in its own discretion with respect to any/some/all such contractors.

6. Letter of Intent (LOI)

6.1. Institute will consider issue of Letter of Intent (LOI) to the lowest bidder amongst those who meet the eligibility requirements as mentioned in Clause 4. The bidder shall within 15 days of issue of LOI give its acceptance and furnishes Performance Bank Guarantee as mentioned in clause 5 and sign the contract with Institute. Institute reserves the rights to give the further extension beyond 10 days for submission of Performance Bank Guarantee on valid reasons. The signing of contract shall constitute the award of the contract to bidder.

6.2. After award of contract to the Approved bidder the Institute Authority shall issue the work orders for commencement of the work.

7. Agreement

7.1. The approved bidder(s) will be required to enter into agreement with Institute within 15 days from the date of issue of LOI.

7.2. The agreement shall be valid for a period of one year. Institute reserves the right to further extend the contract on continuous satisfactory services on the same rates, terms & conditions on mutual consent with the bidder. This is subject to extension of the Performance Bank Guarantee of same amount or enhanced amount as per the discretion of Institute,

7.3 Either party reserves the right to terminate the contract at any point of time giving three months' notice period.

8. Right

8.1. Institute reserves the right to reject any application/ Tender for any reason. The information provided by the contractor; gathered by Institute shall become Institute's property even if application is rejected and can be used by Institute in any manner, as deem fit.

8.2. The decision of Institute Authority will be final and binding on all the bidders.

9. Responsibilities of Contractor

9.1. The contractor shall be responsible for provision of the services as per the Scope of Work at the premises during the contract period.

9.2. Institute reserves the right to monitor the provision of services at any time through visits to the site. In case the service provided by the contractor is not found satisfactory, 10% of the monthly contract amount for that site will be deducted from their payment for every instance of such negligence on the part of the contractor.

10. Inspection

10.1. Institute shall have the right to cause an examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for Institute to recover the same from him through the PBG or future bills.

11. General Terms and Conditions:

11.1. Commercial Terms & Conditions

11.1.1 Institute reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the Institute.

11.1.2 The Institute reserves the right to black list a bidder for a suitable period in case he fails to execute the awarded work order.

11.1.3. Any clarification issued by Institute, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.

11.1.4. The Institute reserves the right to change the terms of tender from time to time with notice period of 30 days.

11.1.5. The Institute reserves the right to withhold or delay the payment for the contractor in case of any pending disputes.

11.1.6. In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitrator appointed by Institute.

11.1.7. Institute's decision will be final on all matters relating to the business and will be binding on the contractor.

11.1.8. The payment to the contractors will be made through a cheque / RTGS/ECS / PFMS after deducting applicable taxes.

11.1.9. All present, future & additional taxes /Levies/ duties etc. that may be levied by the govt. /Local authorities etc. will be borne by the contractors itself.

11.1.10. The contractor shall comply with all applicable laws, bye Laws, rules, regulations, orders, directions, notifications etc of the Govt./ Court/Tribunals and shall also comply with all directions issued by Institute and provide Institute with all information and cooperation that Institute may reasonably require from time to time.

11.1.11. The contractor has to fully cooperate with Institute to investigate any complaint from the student /staff.

11.1.12. The contractor shall ensure provision of necessary safety devices tools/ kits etc required at his own cost and shall provide the same from time to time.

11.1.13. Contractor shall be liable for all payments of wages, Salary etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, PF, ID, act etc.

11.1.14. NIT Durgapur shall not be liable for any act of commission or omission of any third party.

11.1.15. The Contractor's representatives will have to abide by the policy rules, regulations & instructions of Institute as revised/modified from time to time.

11.1.16. The Contractor will be bound by all the aspects and legal issues relating to the labour laws.

12. Evaluation Criterion

12.1.1 The contractor who quotes the lowest rates will be the L-1 bidder. L-1 bidder shall be considered for award of contract.

12.1.2. In case rates of L-1 are equal for more than one bidder, in such case work will be allotted, whose cumulative turn over for the presently three financial year i.e. 2017-18, 2018-19 & 2019-20 is highest.

Section-V

PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the ITI e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the ITI e-Wizard Portal. For more information, bidders may visit the ITI e-Wizard Portal https://mhrd.euniwizarde.com

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a. Bidders to enroll on the e-Procurement module of the portal <u>https://mhrd.euniwizarde.com</u> by clicking on the link "Bidder Enrolment" as per portal norms.
- b. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- Bidders must provide the details of PAN number, registration details etc as applicable and submit C. the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hours. After completion of registration payment, send your acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.com for activation of your account.
- d. Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class III Certificates with signing key and encryption usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e. A bidder should register only one valid DSC. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
- f. Bidder then logs in to the site through the secured login by entering their user ID/password and the password of the DSC / e-Token.

2. Tender Document Search

- a. Various built-in options are available in the e-Wizard Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
- c. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested Tenders' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- d. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. Bid Preparation

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/PNG, etc. formats. Documents in PDF format with maximum Five (5) Mb file can be uploaded.

4. Bid Submission

- a. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidders must pay required payments (Form fee, EMD, Tender Processing Fee etc) as mentioned before submitting the bid
- d. Bidder to select the payment option mode as specified in the Schedule (EMD/FORM FEE Section) to pay the form fee/ EMD wherever applicable and enter details of the instrument.
- e. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j. Kindly have all relevant documents in a single PDF file.
- k. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

5. Amendment of bid document

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/ modify/ delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. Instruction to Bidders

- a. Process for Bid submission through ITI Ewizard portal is explained in Bidder Manual. Bidders are download Bidder Manual from the home requested to page of website (https://mhrd.euniwizarde.com). Steps are as follows: (Home page >> **Downloads** \Longrightarrow **Bidder Manuals).**
- b. The tenders will be received online through portal https://mhrd.euniwizarde.com. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- c. Possession of Valid Class III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://mhrd.euniwizarde.com. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the web site https://mhrd.euniwizarde.com under the link 'DSC help'.

Tenderers are advised to follow the instructions provided in the `User Guide and FAQ' for the e-Submission of the bids online through the ITI e-Wizard Portal for e-Procurement at https://mhrd.euniwizarde.com

- d. The bidder has to "**Request the tender**" to portal before the "**Date for Request tender** document", to participate in bid submission.
- **7.** All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- **8.** Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
- **9.** No deviation to the technical and commercial terms & conditions allowed.
- **10.** The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bids

5. 1 Offline submission

The bidder shall submit the following documents offline in Physical to **Estate Section, NIT Durgapur** on or before the date & time of submission of bids specified in NIT, in a sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- (i) Original Demand Draft (DD)- drawn in favor of "Director NIT Durgapur", payable at Durgapur, issued by any scheduled bank towards the payment of total **Bid Security/EMD** as per NIT through a single Demand Draft which to be deposited on or before of bid submission date. NSIC registered MSE bidders who want to claim the EMD exemption need to submit the attested copy of the latest and valid MSE certificate in place of the DD of the EMD.
- (iii) All other documents as uploaded duly signed and stamped by the bidder.

Note: The Bidder has to upload the Scanned copy of all above said documents during Online Bid-submission also.

1.2 Online submission:

List of Documents to be uploaded in the 'Technical Bid Folder' on e-tendering portal.

- 1) Scanned copy of Section-II of bid document duly filled, signed, and stamped.
- 2) Scanned copy of Section-III of bid document duly filled, signed, and stamped.
- 3) Scanned Copy of a single Demand Draft of requisite value for the Bid Security/EMD as per NIT. NSIC Registered MSE bidders who wants to claim the EMD exemption need to submit the Scanned copy of Latest and valid MSE Certificate in place of the DD of the EMD.
- 4) Scanned Copy of experience Certificate as per NIT.
- 5) Proof of Turnover of the company as per NIT. Attested Scanned copies of the audited Annual accounts (Consisting of the Profit/Loss account and the Balance sheet) of the last three financial years i.e. FY 2017-18, 2018-19 and 2019-20. The turnover of the company/contractors as required in eligibility criteria to be issued/certified by a Chartered Accountant/Auditor.
- 6) Scanned copy of the EPF Registration Certificate.
- 7) Scanned copy of the ESI Registration Certificate.
- 8) Scanned copy of the GST Registration Certificate
- 9) Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship:
- 10) The registration of the firm, authenticated copy of partnership deed in cases of partnership firm.
- 11) Attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company.
- 12) Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.
- 14) Digitally signed Tender document without any alteration.
- 15) Scanned copy Section-X (No Near relative Certificate) of bide document duly filled, signed, and stamped.
- 16) Scanned copy of the Section-XI (Declaration about Genuineness of Documents / Certificates) duly completed, signed and stamped.

List of Documents to be uploaded in the 'Financial Bid Folder' on e-tendering portal

Scanned copy of the duly filled rates, signed and stamped in the Financial Bid.

Note:

- i. If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning "The document <name> called vide clause _____ is not applicable on us.
- ii. If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

6. Price Schedule /Schedule of Quoting Rates

Utmost care may kindly be taken to upload price schedule / Schedule of Quoting Rates. Any change in the format of Price Schedule / Schedule of Quoting Rates file shall render it unfit for bidding. Following steps may be followed-

- i. Download Price Schedule / Schedule of Quoting Rates.
- ii. Fill rates in down loaded Price Schedule / Schedule of Quoting Rates
- iii. Save filled copy of downloaded price schedule / Schedule of Quoting Rates file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

Section-VI

FORMAT OF THE PERFORMANCE BANK GUARANTEE

(To be typed on Rs.100/- non-judicial stamp paper)

Re: Bank Guarantee in respect of Tender Nodated ______ for ARC for providing multi-utility vehicles as and when required basis at NIT Durgapur between Shri / Ms. / Dr. ______, Registrar NIT Durgapur and M/s______, having its Registered Office at ______, having its Registered Office at _______, hereinafter called CONTRACTOR) has entered into an

agreement dated ________ (hereinafter referred to as "the said agreement") with M/s National Institute of Technology Durgapur (NIT Durgapur in short) (A Autonomous Institute of Government of India) at M. G. Avenue, Durgapur-713209, West Bengal has agreed to appoint CONTRACTORs for providing multi-utility vehicles as and when required basis at NIT Durgapur.

It has been agreed between the parties that a Bank Guarantee for Rs. ______ (Rupees ______thousand only) shall be given by the CONTRACTOR in favour of the NIT Durgapur for due and faithful performance of the terms and conditions of the said agreement. ______Bank having its office at has at the request of the

CONTRACTOR (M/s), agreed to give the guarantee as hereinafter contained:

- 1. We, ________ (hereinafter called "the Bank") do hereby undertake and assure to the NIT Durgapur that if in the opinion of the NIT Durgapur, the CONTRACTOR has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the NIT Durgapur the said sum of Rs. /- (Rupees _______ only) or such lesser amount as NIT Durgapur may demand without requiring NIT Durgapur to have recourse to any legal remedy that may be available to it, compel the Bank to pay the same.
- 2. Any such demand from the NIT Durgapur shall be conclusive as regards the liability of CONTRACTOR to pay to NIT Durgapur or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the CONTRACTOR had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between CONTRACTOR and NIT Durgapur regarding the claim.
- 3. We, the Bank further agree that the guarantee shall come into force from the date thereof and shall remain in full force and effect for the period of fifteen months from the date of commencement of the agreement or the term of this guarantee whichever is later. But if the period of the said agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the CONTRACTOR and the NIT Durgapur, the Bank shall automatically renew the period of the Guarantee for such period which expires 3 (three) months after the renewed period of the said agreement failing which it shall pay to the NIT Durgapur the said sum of Rs. (Rupees Only) without NIT Durgapur

demanding the payment of the above sum.

- 4. The Bank further agrees that the NIT Durgapur shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by NIT Durgapur against the CONTRACTOR and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to CONTRACTOR or through any forbearance, act or omission on the part of NIT Durgapur or any indulgence by NIT Durgapur to CONTRACTOR or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
- 5. The Bank further agrees that in case this Guarantee is required for a larger period and it is not extended by the Bank beyond the period specified above in Clause 3, the Bank shall pay to NIT Durgapur having to demand the payment of the said sum of Rs. _____/- (Rs._____ only) on the last day on which the Bank Guarantee is due to expire.

a. Notwithstanding anything herein contained;

The liability of the Bank under this guarantee is restricted to

Rs. /-.... (Rs..... only) and it will remain in force for a period of 15 months i.e. up to

b. The guarantee shall stand completely discharged and all rights of the NIT Durgapur under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before

vii) The Bank guarantees under its constitutional power to give this guarantee and ______ and ______ who have signed it on behalf of the Bank have authority to do so.

(Authorized Signature of the Bank Official) Power of Attorney General: Dated: at

Section-VII Scope of Work (Service to be provided by the contractor)

- 1. The Agency shall be responsible for all statutory regulations as per law applicable and NIT Durgapur will be the PRINCIPAL EMPLOYER as per the existing rules, regulations, Acts & Laws and will have onus to that extent.
- 2. Job Description: Vehicles to be provided as and when required by the Institute with prior intimation over phone/email) as mentioned in Section XIV and Section XV of this tender document. Vehicles may be used both for short and (or) long distance.
- 3. Vehicle Conditions: The vehicles which are to be provided to the NIT Durgapur must not be older than 3 (three) years. It's must be well cleaned from inside and outside. Inside Seats of the vehicle are to be covered by clean seat covers / towels. Vehicle provided should have **Commercial Registration**.
- 4. Driver: Every driver should be experienced and hold valid heavy duty driving license. Experienced driver must be deployed well-dressed / uniformed and should have decent behaviour. Any driver found under the influence of alcohol/intoxicants while driving vehicle the contract will be cancelled. Driver must be well conversant of the major roads especially of Kolkata and other parts of West Bengal. They must have a mobile phone. The name & mobile number of concerned driver be informed to the Security Officer & I/C Estate Section or any Authorised Official, NIT Durgapur before starting the journey.
- 5. Duty Slip: Should be as per the format enclosed & be submitted with the bill in filled (all columns) and signed condition. If a column is not applicable 'NA' should be mentioned.
- 6. The service provider may have to provide AC Indigo, Manza, Swift Dezire, Amage, Scorpio, Xylo, Bolero, Travera, Ertiga, Innova, Tata Winger, Maruti SX4, Honda City, Verna, Bus (54 seated) Volvo type / luxury (without AC), 407 truck (without AC) or new launched Cars round the clock as and when required.
- 7. Total maintenance including fuel, oil, lubricants, road tax, pollution, insurance cover or any other statuary requirements should be fulfilled by the service provider at his own cost.
- 8. Service provider will provide vehicles as and when required by the Institute prior intimation (over phone/email) as mentioned in the Section XIV and Section XV in this tender document. Vehicles may be used for short distance or long distance.
- 9. The contractor shall get the every vehicles insured at their own cost for covering all the risk for maximum seating capacity including the first party insurance. He will be responsible for compensation, payable arising out of any accident including any payment to the third party and to the passengers imposed.
- 10. No compensation in case of accident or damage / loss to the vehicle shall be paid by NIT Durgapur. In case any injury (including death) arising out of any accident the whole compensation shall be borne by the service provider / contractor.
- 11. Parking, watch and ward of the vehicle shall be the service provider's / contractor's responsibility. No claim of any kind in this respect shall be entertained / accepted by the NIT Durgapur.
- 12. All the provisions under the motor vehicle act as applicable from time to time shall be complied with by the service provider / contractor.
- 13. Starting reading will be from Institute only. No Garage KM (Positioning and Return Base) will be allowed.

- 14. All the provided vehicles should have commercial registration.
- 15. All terms and conditions as mentioned in the tender document will be binding upon the bidder / contractor / lessee / service provider.
- 16. Drivers should have skill or competence acquired through experience on the job or through training of ITI Diesel Mechanic, Motor Vehicle apprentice in a recognized Vocational Training Institute. At least 8th standard pass, should be able to read and write English so as to complete vehicle related documents. Should be medically fit to undertake the job and hold valid driving licence. Medical fitness certificate to be produced. Should never be under the influence of liquor, intoxicants etc.
- 17. Driver should have a proper uniform while on duty.
- 18. Total maintenance including fuel, oil, lubricants, road tax, pollution, insurance cover or any other statuary requirements should be fulfilled by the service provider at his own cost.
- 19. In case of breakdown, immediate replacement by an identical vehicle will be the responsibility of service provider failing which a penalty of double the rate of the agreed amount (per day) will be deducted from the bill.
- 20. Rates are to be quoted as per the BOQ and shall be fixed for the contract period. Successful bidder will be selected on the basis of lowest rate quoted in each category. No change in rates (other than the rate / KM) will be entertained during the contract period. Rates are to be inclusive of all taxes, charges etc. relates with Institute will pay only toll tax, parking fee (in addition to rate quoted) on submission of authenticated computerized / printed bill(s).

Section-VIII (Others Conditions)

FOLLOWING CONDITIONS ARE TO BE FULFILLED DURING THE CONTRACTUAL PERIOD: -

- 1. The payment will be made through online payment mode against submission of bill along with duty slip duly signed by the end user(s).
- 2. Detailed filled up log chart is to be enclosed along with the bill.
- 3. If the service provider or his men (due to any accident) damages any property of the Institute the same has to be made good by the contractor at his own cost.
- 4. Duration of the contract will be for a period of one year and same may be extended for further period on continuous satisfactory performance at the same rate and terms & conditions at the discretion of the Institute Authority.
- 5. The contract may be terminated by one month's notice if the performance of the Service Provider is not found to be satisfactory by the Institute Authority and the decision of the Institute Authority will be final in this regard.
- 6. If there is any occasion to issue three warnings for unsatisfactory performance of the service provider, the Institute will be at liberty to terminate the contract on 24 hrs notice with forfeiture of the security deposit / caution money in full.
- 7. The Contractor shall not be permitted to transfer or sublet or assign his rights and obligations under the contract to any other organization or otherwise. Institute shall take immediate action as deemed fit.
- 8. Service provider to maintain a log chart for each leg of run as per standard format supplied by NITD. The standard format should be signed by the user, driver.
- 9. The contractor shall get the vehicle insured at their own cost for maximum seating capacity for covering all the risk for passengers including the first party insurance. He will be responsible for compensation, payable arising out of any accident including any payment to the first party and to the passengers imposed.
- 10. No compensation in case of accident or damage to the vehicle or for death or and private party / department for any death or injury or loss shall be paid by NIT Durgapur and it will be borne by the service provider / contractor, if any.
- 11. The drivers deputed for the vehicle should have proper license, experience, properly uniformed and well behaved, in case of misbehaviour / unsatisfactory performances, the contractor shall replace the driver immediately.
- 12. Parking, watch and ward of the vehicle shall be the service provider's / contractor's responsibility. No claim of any kind in this respect shall be entertained / accepted by the NIT Durgapur.
- 13. Providing of washed and cleaned vehicle shall be the responsibility of the service provider / contractor.
- 14. All the provisions under the motor vehicle act as applicable shall be complied with by the service provider / contractor.
- 15. Unsatisfactory performance will attract penalty at the discretion of competent authority, NIT Durgapur.

Section –IX Agreement Performa

Whereas the service provider and the NITD has agreed to execute this agreement.

i) The service provider will AC Indigo, Manza, Swift Dezire, Amage, Scorpio, Xylo, Bolero, Travera, Ertiga, Innova, Tata Winger, Maruti SX4, Honda City, Verna, Bus (54 seated) Volvo type / luxury (without AC), 407 truck (without AC) or new launched Cars round the clock as and when required. ii) Total maintenance including fuel, oil, lubricants, road tax, pollution, insurance cover or any other statuary requirements should be fulfilled by the service provider at his own cost.

iii) Service provider will provide vehicles as and when required by the Institute within the time limit as mentioned in Section XIV and XV of this tender document. Vehicles may be used for short distance or long distance.

iv) The vehicles provided by the service provider to the NIT Durgapur must not be older than 3 (three) years. It's must be well cleaned from inside and outside. Inside Seats of the vehicle are to be covered by clean seat covers / towels.

v) Every driver should have valid heavy duty driving license. Experienced driver must be deployed well-dressed / uniformed and should have decent behavior. Any driver found under the influence of Alcohol/intoxicants while driving the vehicle contract will be cancelled. Driver must be well conversant about the major roads especially of Kolkata and other parts of West Bengal. They must have a mobile phone. The name & mobile phone number of the concerned driver be informed to the Security Officer & I/C Estate Section, NIT Durgapur before starting the journey.

v) Contract Period: - Initially for one (01) year and may be extended for another one year on satisfactory service (under same terms and conditions).

vii) Rates are to be quoted as per the BOQ and shall be fixed for the contract period. Successful bidder will be selected on the basis of lowest rate quoted in each category. No change in rates (other than the rate / KM) will be entertained during the contract period. Rates are to be inclusive of all taxes, charges etc. relates with Institute will pay only toll tax, parking fee (in addition to rate quoted) on submission of authenticated computerized / printed bill(s).

viii). Service Provider must have necessary trade licence in the relevant job. PAN No., IT Return, Service Tax registration and Experience certificate about providing vehicles to any Govt. or Private Organizations of repute may be attached. Service provider should have complied with all statutory requirements like Road Tax, Pollution, CF, Insurance etc. Vehicle should have comprehensive Insurance coverage for all the occupants of vehicle.

ix) Contractor shall submit the Performance Bank Guarantee as mentioned in the bid document or as Institute may recommend from time to time. Without prejudice to other rights and remedies available to Institute, Institute reserves the right to forfeit/adjust the said Performance Security in full or part or any sum due from the contractor to Institute at any time. Institute reserves the right to increase the amount of Performance Bank Guarantee at any time in its own discretion with respect to any/some/all such contractors.

x) Service provider to maintain a Duty Slip / Log Chart for each leg of run as per standard format supplied by NITD. The standard format should be signed by the user before releasing / leaving vehicle and counter signed by driver.

xi) NITD agrees to pay the bill within 60 working days after submission of bill(s). Bill(s) / Duty slip should be counter signed by the user(s). Duty slip format will be as per the Annexure of Staff Car Rule with modification.

xii) The contractor shall get the every vehicles insured at their own cost for covering all the risk for maximum seating capacity including the first party insurance. He will be responsible for compensation, payable arising out of any accident including any payment to the third party and to the passengers imposed.

xiii) No compensation in case of accident or damage / loss to the vehicle shall be paid by NIT Durgapur. In case any injury (including death) arising out of any accident the whole compensation shall be borne by the service provider / contractor.

xiv) Parking, watch and ward of the vehicle shall be the service provider's / contractor's responsibility. No claim of any kind in this respect shall be entertained / accepted by the NIT Durgapur.

xv) All the provisions under the motor vehicle act as applicable from time to time shall be complied with by the service provider / contractor.

xvi) Starting reading will be from Institute only. No Garage KM (Positioning and Return Base) will be allowed.

xvii) All the provided vehicles should have commercial registration.

xviii) All terms and conditions as mentioned in the tender document will be binding upon the bidder / contractor / lessee / service provider.

In case of breakdown of any on duty vehicle, immediate replacement by an identical vehicle will be the responsibility of service provider failing which a penalty of double the rate of the agreed amount (per day) will be deducted from the bill.

- xix) Parking, watch and ward of the vehicle shall be the service provider's / contractor's responsibility. No claim of any kind in this respect shall be entertained / accepted by the NIT Durgapur.
- xx) Providing washed and cleaned vehicle shall be the responsibility of the service provider / contractor.
- xxi) All the provisions under the motor vehicle act as applicable shall be complied with by the service provider / contractor.
- xxii) Income tax as applicable shall be deducted.
- xxiii) The Contractor shall not be permitted to transfer or sublet or assign his rights and obligations under the contract to any other organization or otherwise. Institute shall take immediate action as deemed fit.
- xxiv) Unsatisfactory performance will attract penalty of minimum 10% of the billing amount or more on the sole discretion of competent authority of NIT Durgapur.
- xxv) This is a job contract. Agency will ensure to fulfilment of Labour Rules including all the statutory requirement for engagement of Drivers. Agency will be held responsible in case of any deficiency in that case.
- xxvi) The following documents shall constitute the Contract between the NITD and the Agency, and each shall be read and construed as an integral part of the Contract:
 - a. This Contract Agreement
 - b. Tender Document
 - c. The Agency's Bid and original Price Schedules
 - d. Work order
 - xxvii) Any disputes arises will be settled within the Jurisdiction of Durgapur Court only.

Signature of NITD Authority	Signature of service provider
Witness: -	Witness: -
1.	1.
2.	2.
3.	3.

Section-X CERTIFICATE REGARDING NO NEAR RELATIVE WORKING IN NIT Durgapur

1. The near relatives of all NIT Durgapur employees (executive or non-executive employees working in the Institute either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- a) Members of a Hindu Undivided family.
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother son(s), son"s wife (daughter-in-law) Daughter(s) & daughter"s husband (son-in-law) brother(s) & brother"s wife, sister(s) & sister"s husband (brother-in-law).

2. The tenderer (s) should give a certificate to the effect that none of his/her relatives as defined above are working in NIT Durgapur. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender work will be cancelled and earnest money /security deposit will be forfeited at any stage whenever it is noticed. The Institute will not pay any damages to the company or firm or concerned person. The company or firm or the person may also be debarred for further participation in the concerned unit.

CERTIFICATE

I.....S/o.....

R/o..... hereby certify that none of my relative(s) as defined above is/are employed in NIT Durgapur. In case at any stage, it is found that the information given by me is false/incorrect, NIT Durgapur shall have the absolute right to take any action as deemed fit/without any prior intimation to me"

DATE_____ SIGNATURE OF TENDERER WITH SEAL

Section-XI

Declaration about Genuineness of Documents/Certificates

I/We..... hereby declare that

the information furnished in the bid in response to the NIT No. _____ Dated

_______is true and correct. I/we verify the genuineness and correctness of all documents, including experience certificates attached with the bid submitted. Further I also declare that I have submitted the Tender document duly signed, without any additions/deletions/modifications, as a token of having read, understood and accepted the terms and conditions therein. I am also aware that I shall be held responsible in case any document attached is found false/forged/fabricated/ tempered/manipulated at any stage and the NIT Durgapur is fully competent to take any action against me/my firm as deemed fit in accordance with the terms and conditions of the contract and law of the land.

Place:	Signature of tenderer / Authorized signatory
Date:	Name of the tenderer

Seal of the tenderer

Section-XII

(To be furnished on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate/Notary Public)

(To be submitted along with technical bid)

AFFIDAVIT

I/We (Name)_____ Contractor/Partner/Sole Proprietor (strike out which is not applicable of (Firm) ______ do hereby solemnly affirm and declare that the individual/firm/companies are not black listed by any Government Department or an autonomous body.

DATE: THE day of 2019

DEPONENT ADDRESS

VERIFICATION

Verified that the content of above affidavit is true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed there from.

DATE: THE day of 2019

DEPONENT

Section-XIII (Instruction to contractor for Price Bid)

The bidder will need to quote its rate as below:

- 1. Rates to be quoted as per the BOQ. Vehicles to be provided round the clock as and when required basis with a prior intimation as mentioned in Section XIV and XV of this tender document. No other charges / payment will be made for road tax, audio tax, insurance, pollution etc. or any others charges.
- 2. Quoted rate should be valid for entire contract period.
- 3. In case rates of L-1 are equal for more than one bidder, in such case work will be allotted, whose cumulative turn over for last three financial year i.e. 2017-18, 2018-19 & 2019-20 is highest.
- 4. Successful bidder will be selected based on the lowest rate quoted against each category as mentioned in the BOQ.
- 5. GST shall be paid extra, as applicable.

Signature of bidder with seal

Section-XIV

(Page-28)

(Fixed rate chart for additional charges, mileage and others for hire charges on dry rate basis.)

Type of Vehicle	Mileage KM/Littre (when dry	Additional Charges (if any) in case of dry rate		Toll Taxes / Parking	Minimum time required for booking
	rate is paid) (AC)	Addl. Charges ₹/ hr. for extra halt (in case of more than 10 hrs.)	OTA ₹/hr		
Indigo / Manza / Swift Dezire / Amaze & others of similar types	12	30.00	74.00	Extra	30 min.
Scorpio / Xylo / Bolero / Travera / Ertiga & others of similar types	10	40.00	74.00	Extra	1 hr.
Innova & others of similar types	10	40.00	74.00	Extra	1 hr.
Tata Winger & others of similar types	10	60.00	74.00	Extra	5 hrs.
SX4 Maruti, Honda City, Verna & others of similar types	10	30.00	74.00	Extra	30 min.
Bus (54 seated) Volvo Type / Luxury (Non AC)	4	100.00	74.00	Extra	12 hrs.
Bus (42 seated) Volvo Type / Luxury (Non AC)	4	100.00	74.00	Extra	12 hrs.
407 Truck (Non AC)	5	80.00	74.00	Extra	12 hrs.

The above mentioned rates are fixed and will be binding on successful bidder. Toll tax / parking charges (if any) will be paid extra as per actual on submission of original bill.

Bidders are to quote only dry rate for hire charges of vehicles as per BOQ. Fuel charges and additional charges will be paid as fixed in the above chart.

Successful bidder will be selected based on the lowest rate quoted against each category as per financial bid / BOQ.

Section-XV

(Fixed rate chart for additional charges, mileage and others for running above 200 KM in a day)

Type of Vehicle	Additional Charges Addl. Charges ₹/ hr. for extra halt (in case of more than 10 hrs.)	Toll Taxes / Parking	Minimum time required for booking	
Indigo / Manza / Swift Dezire / Amaze & others of similar types	30.00	65.00	Extra	30 min.
Scorpio / Xylo / Bolero / Travera / Ertiga & others of similar types	40.00	65.00	Extra	1 hr.
Innova & others of similar types	40.00	65.00	Extra	1 hr.
Tata Winger & others of similar types	60.00	65.00	Extra	5 hrs.
SX4 Maruti, Honda City, Verna & others of similar types	30.00	65.00	Extra	30 min.
Bus (54 seated) Volvo Type / Luxury (Non AC)	100.00	65.00	Extra	12 hrs.
Bus (42 seated) Volvo Type / Luxury (Non AC)	100.00	65.00	Extra	12 hrs.
407 Truck (Non AC)	80.00	65.00	Extra	12 hrs.

The above mentioned rates are fixed and will be binding on successful bidder. Toll tax / parking charges (if any) will be paid extra as per actual on submission of original bill.

Bidders are to quote only rate/KM for hire charges of vehicles for running above 200 KM in a day. Fuel charges and additional charges will be paid as fixed in the above chart.

Successful bidder will be selected based on the lowest rate quoted against each category as per financial bid / BOQ.

(Page-30)

Section-XVI **Duty Slip / Journey Log**

Driver's Name:

Mobile No: _____

Date	Time		Milometer /	Miles /	Period of	Name and	Places	Purpose of	Signature	No. of hours	Initials of
	From	То	Kilometer	Kilometers	detention	designatio	visited	journey –	of officer	after normal	officer I/C
			reading	covered	included in	n of		if official,	using car,	duty hours or	of Vehicle
					Cols. 2 & 3	officer		full details	his	on Sundays	& his
					(for non duty	using			remarks,	and closed	remarks,
	-				journeys only)	staff car			if any	holidays	if any
1	2	3	4	5	6	7	8	9	10	11	12
	Car No:										

<u>Car No:</u>