

**NOTICE INVITING TENDER (NIT) FOR HIRING OF MAHINDRA BOLERO
CAMPER (4WD) WITH TAXI PERMIT FOR OFFICIAL PURPOSES OF IIT
PALAKKAD**

Tender No. 17/IITPKD/EWD/2023-24/031

Date/Time of Publication: 21-09-2023

Date/Time of Closing:04-10-2023, 1500 hrs



IIT PALAKKAD

**Engineering Works Division
Indian Institute of Technology Palakkad
Kanjikode, Pudukkottai PO, Palakkad -678623**

1. GENERAL

- 1.1. Indian Institute of Technology Palakkad (hereinafter called "IITPKD") invites online Tenders under Two-Bid System for **HIRING OF MAHINDRA BOLERO CAMPER VEHICLE (4WD) (A/C) OR SIMILAR TYPE OF VEHICLE WITH TAXI PERMIT FOR OFFICIAL PURPOSES OF IIT PALAKKAD** with experienced drivers. The interested agencies / service providers may submit their tender in the prescribed formats (i) Pre-qualification Bid as per **Annexure-II** and (ii) Commercial Bid as per **Annexure-III**.
- 1.2. The tender document can be accessed from <https://mhrd.euniwizarde.com/>. Last date/time for submission of the bids in ONLINE mode is **04-10-2023, 1500 hours**. The bids will be opened by competent authority, through online mode. The pre-qualification bids will be opened and examined by the competent authority, which will decide the suitability of the bid as per the specifications and requirements of IITPKD. Only those who qualify in the pre qualification will be qualified to the opening of financial bids. In case of any holiday or unforeseen closure of the institute on the scheduled day of opening of the bids, the bids will be opened on the next working day at the same time, but the deadline for submission of bids remains the same as indicated above.
- 1.3. **The responsibility of submission of the bids on or before the last date shall rest with the tenderer. The institute will hold no responsibility for the non-receipt of the bids or for the bids received after the date/time specified. Any bid received by IITPKD after the bid submission deadline prescribed by IITPKD, shall be rejected and returned unopened to the Bidder.**
- 1.4. The timeline for the NIT is as mentioned below:

Sl No	Events	Date and Time
1	Publication of the Tender Document	21-09-2023, 1500 hrs
2	Last date for submission of Bid through online	04-10-2023, 1500 hrs
3	Opening of Pre-qualification Bids	04-10-2023, 1530 hrs

- 1.5. Canvassing or offering of an advantage or any other inducement by any person with a view to influencing acceptance of a bid is an offence under Laws of India. Such action will result in the rejection of the bid, in addition to other punitive measures.
- 1.6. Each tenderer shall submit only one bid, either by himself or as a partner in a joint venture or as a member of a consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids (of both the individual and the partnership/consortium/joint venture) are liable to be rejected.
- 1.7. The bidder shall bear all the costs associated with the preparation and submission of his bid and IITPKD shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- 1.8. The Tender Document is not transferable. The bidder shall make a copy of the tender document before submitting the same to the concerned office. No requests will be entertained for making a copy after the submission of the document.
- 1.9. IITPKD will respond to any request for clarification or modification of the Tender Document that is received up to **TWO (02) days** prior to the deadline for submission of bids prescribed by IITPKD. For this purpose, the prospective bidder(s) requiring clarification in the Tender Document shall notify IITPKD in writing

at the address mentioned. Any such clarification, together with all details on which the clarification had been sought, will be published on the website.

- 1.10. Except for any such written clarification by the Institute, which is expressly stated to be an addendum to the tender document issued by Executive Engineer (Civil), no written or oral communication, presentation or explanation by any other employee of any of the Sections/Departments of the Institute, shall be taken to bind or fetter the Institute.
- 1.11. By uploading the tender for the prescribed service, the agency will be deemed to have satisfied themselves by location of the institute, its campuses (Sahyadri/Nila/Ahalia) and that the rates quoted by them in the tender will be adequate to the services according to specification and conditions attached thereto. No additional charges shall be claimed by the Contractor during the Contract period.

2. TERMS AND CONDITIONS OF THE CONTRACT

- 2.1. Movement of the vehicles will be reckoned from places as instructed by the Nodal officer, IITPKD (Executive Engineer or his authorized representative) or the Nodal Officer during the Contract period.
- 2.2. The vehicle should be for the use of IITPKD exclusively and shall be kept at the disposal of IITPKD. The Contractor should maintain a Logbook in which the daily entries such as opening meter reading, starting time, ending time, closing meter reading for every trip are made and ensure that both the driver and the Nodal Officer have signed against the entries daily.
- 2.3. During the weekly/periodical rest of drivers, alternate drivers, who would relieve the existing drivers shall be made available before the driver on duty leaves. Under normal circumstances, neither the drivers nor the vehicles shall be utilized for other purposes by the Contractor, other than those designated by the Nodal Officer of the institute. In case of occurrence of such events, the Nodal Officer of IITPKD shall not accept the vehicles supplied by the Contractor unless he is fully satisfied about the alternate arrangement made and proportionate payment as deemed adequate shall be deducted till proper alternate arrangement is made by the Contractor. No excuse will be entertained.
- 2.4. A monthly duty chart of the drivers/relievers shall be provided to the Nodal Officer latest by 25th of every month. Any change in the duty chart shall be informed to the Nodal Officer in advance by the Contractor. Drivers should follow the COVID protocols inside the premises and vehicles should be sanitized as and when required.
- 2.5. The Contract period is initially for a period of One Year. However, the Contract may be extended for a further period of One Year, on mutual agreement, on the same terms and conditions including rates, if the services of the Contractor are satisfactory.
- 2.6. The Contract shall commence within **THREE DAYS** from the date of its issuance of the Work Order and the vehicles shall be ready/deployed in the institute within the time period stipulated above.
- 2.7. The vehicle is required to run at any time including night. It should be possible for the Contractor to arrange the vehicles to turn up at a short notice during emergency situations. No extra payment will be made for night halt at other stations.
- 2.8. **It is the responsibility of the Contractor to provide additional drivers in case the vehicle is run for the whole day or overtime charges for the driver for replacement in case of the regular driver taking weekly off or going on some other leave. The vehicle should be available for 24 hours with the driver on all the days throughout the Contract Period.**
- 2.9. In case there is any failure/breakdown of the vehicles, immediate alternate arrangements shall be made for replacing the same with a similar vehicle. The meter reading/timing will not be accounted for the breakdown period until an alternate

arrangement is made.

- 2.10. **When the vehicles are sent for servicing or obtaining FC, an alternate vehicle which meets the same specifications (model, year of manufacturing, etc.), shall be provided by the Contractor. At any point in time of the Contract if the alternative vehicles, which do not meet these specifications are provided, then a penalty of Rs.1000/- (Rupees One Thousand Only) shall be levied on the bidder, on a daily basis.**
- 2.11. IITPKD will not take any responsibility in respect of any compensation/claim or any charges due to any accident involving the vehicles on hire. It is the responsibility of the Contractor or his representative (drivers) to lodge FIR etc with the police. All RTO related issues and traffic violations shall be taken care of by the Contractor. Contractor shall be responsible for all injury due to any accident to persons, including to those engaged by him/her and those affected by the accident.
- 2.12. The Contractor shall be responsible for the safety, medical care and other facilities of the drivers, who shall be fully licensed to operate the vehicles hired. IITPKD will not take any responsibility for the actions of the drivers.
- 2.13. The drivers of the vehicles shall be provided with adequate cash by the Contractor to carry out any minor repairs of emergent nature, so that time is not wasted due to such repairs. Drivers should also be ready for discharging obligations due to parking and toll charges. Parking and toll charges will be reimbursed upon provision of proper supporting documents along with the monthly bills.
- 2.14. The vehicle provided on hire shall be in working condition, neat and tidy and to the satisfaction of the institute and capable of working in difficult terrain including irregular roads.
- 2.15. If the bidder is an individual person, the RC book should be in the name of the bidder. If the bidder is a travel firm, the authorization letter from the owner/proprietor of the firm/vehicle shall be submitted for running his vehicle by the bidder, along with the offer.
- 2.16. **IITPKD does not take any responsibility for providing accommodation to the driver. Boarding, personal transportation of drivers shall be the Contractor's responsibility.**
- 2.17. If vehicles are not provided or not accepted by the Nodal Officer for reason(s) therein, proportionate amount will be deducted from the bill even if it is for one day. If the vehicle is not made along with the driver when it is required or called by the institute, a fine amounting to double the hiring charges per day shall be imposed on the Contractor and shall be at the discretion of the Institute/Nodal Officer depending upon the merit of the case.
- 2.18. Tampering of meter reading, vehicle usage timings, overwriting of log sheet and misbehavior of drivers while on duty shall be viewed seriously, leading to cancellation of Contract.
- 2.19. **Contractor shall not engage any person below 18 years or above 55 years of age. Necessary certificates in support of age of the drivers shall be submitted along with the pre qualification bid.**
- 2.20. Notwithstanding any clause/conditions above, the bidder shall note that the vehicles provided/drivers deployed shall adhere to flexibility in timing/usage considering the academic/official nature and work of the Institute.
- 2.21. All repairs and maintenance, running costs, fuel, lubricants, salaries of drivers, taxes, etc. necessary for the running and maintenance of vehicles shall be borne by the Contractor.
- 2.22. Contractor shall be responsible for the good conduct of the drivers employed and if at any point of time any driver is found to be working against the interest of the institute, the driver shall be withdrawn and an alternate driver shall be provided to the institute at no additional cost.
- 2.23. Contractor shall not deploy any vehicle running on LPG/CNG.

- 2.24. All hired vehicles shall be under the administrative control of the institute and shall be parked in designated locations of the Institute when not in use, during the Contract period.
- 2.25. Vehicles should be fitted with needed accessories to drive on State and National highways including during the nights. Fog lights are to be fitted and in working condition. Vehicles shall also be fitted with a towing hook.
- 2.26. The Contractor should assume all liabilities and keep the Institute wholly indemnified against any action, suit, cost, damages, charges and expenses arising how-so-ever out of the operation of the vehicles.
- 2.27. The Contractor should not assign the Contract or any part thereof to any third party.
- 2.28. The page number should be marked in all pages serially (including all supporting documents enclosed with the tender document) and the same shall be indicated by the bidder as in **Annexure-VI**.
- 2.29. Drivers should always carry all necessary documents related to Registration, Insurance including Third Party Insurance, Pollution Check, RTO Tax Payment, valid Driving License (original) and any other Documents that is deemed to be essential as per the rules and regulations of extant laws.
- 2.30. The Contract is valid only for providing services of vehicle hiring and at no point of time any or all the staff of Contractor shall raise a claim for employment in IITPKD.
- 2.31. If a temporary vehicle is provided by the Contractor in the intervening period and its mileage will be taken separately from reporting to discharging and will be added to the total logbook for the month.
- 2.32. The drivers provided by the Contractor should fulfill the following conditions:
 - a. Should be in possession of a valid commercial driving license issued by RTO for the class of vehicle he is driving.
 - b. Should be in presentable dress, which should be properly washed/ironed.
 - c. Should be qualified to read and write and have a minimum three years of experience as a driver.
 - d. Should not smoke or drink, chew Pan/Pan masala/Tobacco inside the car both while driving or otherwise.
 - e. Should not get indulged in any activity inimical to security of the officials/guests traveling in the vehicle.
 - f. Should be in possession of a mobile phone with valid connection.
 - g. Should not use a mobile phone, while driving.
 - h. Minimum wages recommended by GOI for drivers should be followed by the Contractor.
 - i. The age of the driver should be between 18 to 55 years and Medical Fitness Certificate issued by Competent Authorities from Government Hospital shall be produced while engaging drivers for duty after award of Contract.
- 2.33. In the event of drivers not being in a presentable dress, not behaving properly, engaging in rash and unsafe driving, the Institute shall have the right to expel or refuse entry to such drivers and the vehicle to be treated as absent for the day.
- 2.34. The rules and regulations stipulated for the drivers by the firms including those in the tender conditions in the document shall be provided in the form of undertaking and the signature of the drivers shall be obtained and the copy of the same has to be provided by the Contractor to the Institute after the award of Contract.
- 2.35. Drivers should be alert/careful enough to take care of items/material kept in the vehicles.
- 2.36. Vehicles should possess portable fire extinguishers.
- 2.37. A Single Point of Contact (SPoC) shall be provided by the Contractor, who shall be coordinating with the Nodal Officer right from the day of award of the Contract till its expiration, for all matters pertaining to the Contract.
- 2.38. The bidder should give a certificate that none of his/her near relative is working in the Institute as in **Annexure-V**. Due to breach of this condition by the company or

firm or any other person, the tender shall be rejected, and Bid Security will be forfeited at any stage whenever it is noticed. IITPKD will not pay any damage to the company or firm or the concerned person in such instances.

The near relatives for this purpose are defined as:

(a) Members of a Hindu undivided family.

(b) Spouse.

(c) The one is related to the other in the manner as father, mother, son(s) and Son's wife (daughter-in-law), Daughter(s) and daughter's husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

2.39. The bidder shall provide the Declaration as given in the **Annexure-VI**.

3. AMENDMENTS IN THE TENDER DOCUMENT

3.1. At any time prior to the deadline for submission of bids, IITPKD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s).

3.2. Amendments will be intimated through the E-wizard portal and Institute website and the tenderers shall ensure that the amendments are carried out in the bid before submission. The amendments will not be published in newspapers. Bidders should regularly visit the E-wizard Portal and Institute website to keep themselves updated.

3.3. Without prejudice to the terms and conditions of the Tender Document, IITPKD reserves the right to include/modify any provision, as deemed fit, at a later stage in the Contract, in the interest of the Public Interest.

3.4. No extension in the bid due date/ time shall be considered due delay in receipt of any document. Further, it will be assumed that the Bidder has taken into account such amendments, while submitting the bid.

4. COMPOSITION OF THE TENDER DOCUMENT

4.1. The Tender Document comprises of:

(a) Instruction to the bidders, including terms and conditions of the Contract

(b) Pre-qualification Criteria (Annexure-I)

(c) Techno-Commercial Parameters (Annexure-II)

(d) Commercial Bid-Schedule of Rates (Annexure-III)

(e) Format of Performance Security (Annexure-IV)

(f) Near Relative Certificate (Annexure-V)

(g) Declaration (Annexure-VI)

4.2. The bidder is expected to examine all instructions, forms, terms, and conditions in the Tender Document. In the event of discovery of any missing pages, the bidder shall inform the same to the Section/ Department concerned. Failure to furnish the information required by the Tender Document or submission of a tender not substantially responsive to the Tender Document in every respect will be at the bidder's risk and may result in rejection of the bid.

4.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.

5. LANGUAGE/FORMAT/SIGNING OF THE BID

5.1. The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and IITPKD shall be in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the brochures, leaflets or communication is prepared in any language other than English, a translation of such document, correspondence or communication shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence, and communications, shall bear the costs and risks of such translation.

5.2. The documents comprising the bid shall be typed or written in indelible ink and all the pages shall be signed by the bidder or a person or persons authorized by the bidder. All the pages of the bid shall be numbered and except for unamendable

printed, shall be signed by the person or persons authorized.

- 5.3. The bid shall not contain any internalizations, erasures, overwriting, except to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections with date.

6. DOCUMENTS COMPRISING THE BID

- 6.1. The Pre-qualification and the Commercial Bids shall be uploaded by the bidder as prescribed in the tender document. **Mentioning the rates in the Pre-qualification Bid shall lead to disqualification of the bids.**
- 6.2. The bidder shall furnish, as part of the Pre-qualification/Techno Commercial bid, Bid Security Declaration Form as per the Annexure.
- 6.3. **Documents establishing conformity of the terms and conditions of the Tender Document shall be provided along with the bid.**
- 6.4. **Information related to the agency/bidder such as photocopies of the Registration/PAN/GST/TIN shall be furnished.**
- 6.5. The Pre-qualification Bid should consist of all the required details along with techno-commercial terms and conditions. Commercial Bid should indicate item-wise prices for the items mentioned. The items for which the rates are not quoted will be considered as ZERO and the agency shall complete that item of work without any claim.
- 6.6. Digitally signed Tender Document should be submitted in Cover One

7. BID PRICES/CURRENCY

- 7.1. Prices shall be quoted separately for each item.
- 7.2. The rates quoted shall include all charges like driver's salary, Bata, travelling allowance, all kinds of taxes and service charges as applicable and other miscellaneous charges, if any. No hidden charges shall be raised in the monthly invoice/bill.
- 7.3. Rates quoted by the bidder shall not be changed due to increase in petrol/diesel/lubricating oil or for any other reason during the Contract period.
- 7.4. Prices shall be quoted in Indian Rupees (INR).

8. CONFORMITY OF THE TENDER DOCUMENT

The Bidder shall furnish, as part of its bid, documents establishing the conformity of the requirement that the Bidder proposes to execute under the Contract to the requirements of the Purchaser, as given in the Tender Document.

9. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for a period of 180 days after the date of deadline for submission of bids prescribed by the Purchaser.

10. MODIFICATION AND WITHDRAWAL OF BIDS

- 10.1. The Bidder may modify or withdraw the bid after submission, provided a written notice of the modification or withdrawal is received by the Institute prior to the deadline prescribed for bid submission.
- 10.2. The Bidder's modifications shall be prepared, sealed, marked, and dispatched in an envelope duly marked BID MODIFICATION.
- 10.3. A Bidder wishing to withdraw the bid shall notify the Institute in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall:
- be addressed to the Purchaser at the specified address and
 - bear the reference number and the title of the project, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the bid submitted prior to that will be deemed to be a valid bid.
- 10.4. No Bid shall be modified after the deadline for submission of Bids.
- 10.5. No bid shall be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval will result in the forfeiture of the Bidder's EMD.

11. OPENING AND EXAMINATION OF BIDS

- 11.1. The Pre-qualification bids will be opened on the prescribed date and time as mentioned in the Bid document. Bidders or their representative may be present during the opening of the pre qualification bid, if they wish to be present.
- 11.2. Institute will evaluate the Pre-qualification bids. The bids which satisfy the Pre-qualification requirements and responsive to the tender conditions only will be considered. Those bids which are found to be either non-responsive, not satisfying the Pre-qualification requirements or both will not be considered and will be rejected.
- 11.3. The Commercial bids of the successful bidders based on evaluation of the Pre-qualification bids shall be considered for the next stage for opening.
- 11.4. The competent authority will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required security has been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 11.5. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If a Bidder does not accept the correction of errors, the bid will be rejected and its EMD will be forfeited.
- 11.6. The competent authority may waive any minor non-conformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 11.7. Prior to the detailed evaluation, the competent authority will determine whether each bid is complete and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Document without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:
 - (a) One that limits in any substantial way the scope of the work; **OR**
 - (b) One that limits, in any substantial way that is inconsistent with the Tender Document, the Institute rights or the successful Bidder's obligations under the Contract and
 - (c) One that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
- 11.8. If a bid is not substantially responsive, it shall be rejected by the Institute and shall not subsequently be made responsive by the Bidder by correction of the non-conformity. The Institute determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder.
- 11.9. The Date and Time for opening of the Commercial Bid shall be intimated after the evaluation of Pre-qualification Bid through E-wizard portal.

12. CLARIFICATION OF BIDS

- 12.1. During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. Any clarification shall be as per the sub-clause 1.10.
- 12.2. From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it shall do so in writing.
- 12.3. If a Bidder tries to directly influence the Purchaser or otherwise interfere in the bid evaluation process and the Contract award decision, his bid shall be rejected.

13. AWARD OF CONTRACT

- 13.1. While the selection of the successful bidder will be based on L1, the Institute would decide upon the selection based on technical/techno-commercial evaluation.
- 13.2. Institute will award the Contract to the Bidder, whose bid has been determined to be substantially responsive and evaluated as the lowest quote.
- 13.3. Prior to the expiration of the period of bid validity, the Institute will issue the Letter of Intent/Work Order to the successful Bidder in writing.
- 13.4. The Work Order shall constitute the foundation of the Contract.
- 13.5. **IITPKD reserves the right to reject any or all bids or to split up or to distribute work in any manner among two or more contractors without assigning any reason. The Contractors will have no option to refuse such splitting up.**

14. RIGHT TO ACCEPT/REJECT BIDS

- 14.1. The Institute reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- 14.2. The Institute reserves the right to negotiate with the Bidder, whose bid has been evaluated as the lowest quote.

15. CONTRACT AGREEMENT

- 15.1. Within **THREE (03) DAYS** of receipt of the Work Order, the successful bidder shall sign (with date) its copy on each page and return it to the Institute, along with the Performance Security.
- 15.2. Copy of the Work Order duly signed and dated by the successful bidder on each page shall constitute the part of the Contract Agreement.
- 15.3. A Contract Agreement shall be signed on Rs.100/- Stamp Paper within 30 days of issuance of the Work Order.

16. PERFORMANCE SECURITY

- 16.1. Within **TEN (10) DAYS** of receipt of notification of award of Work Order from the Purchaser, the successful bidder shall furnish the Performance Security equal to 5% of the Contract value. The Performance Security shall be valid for a period of 60 days after the date of expiry of the Contract.
- 16.2. The Performance Security shall be a bank guarantee (in the format as provided in **Annexure-IV**) issued by the Indian Scheduled bank acceptable to the Purchaser or a Demand Draft favoring, **INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD** payable at PALAKKAD.
- 16.3. The performance security shall automatically become null and void once all the obligations of the Contractor under the Contract have been fulfilled, including, but not limited to the period specified in 16.1 above. The Performance Security shall be returned to the Contractor not later than fifteen (15) days after its expiration.
- 16.4. Failure of the successful bidder to comply with the requirements shall constitute enough grounds for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may make the award to the next lowest evaluated bid submitted by a qualified bidder or call for new bids.

17. CONTRACT DOCUMENTS

- 17.1. All documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- 17.2. The order of precedence of the Contract documents shall be as follows:
 - (i) Contract Agreement
 - (ii) All other Forms
 - (iii) Work Order
 - (iv) Contractor's Bid
 - (v) Tender Document

18. AMENDMENT TO CONTRACT

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract and is signed by a duly authorized representative of each party to the Contract.

19. TERMS OF PAYMENT

19.1. **No advance payment will be made during the Contract Period.**

19.2. Monthly bills shall be submitted in duplicate to the Institute through the Nodal Officer, along with the photocopy of the log book/log sheets duly signed by the Nodal Officer. Payment will be processed on a monthly basis. Contractor shall submit an undertaking along with monthly bills that he will deposit the PF and ESI on time. The bill for the present month will be processed only on showing the receipts of depositing of all the previous PF and ESI.

19.3. **The payment shall be made based on the maximum prescribed limit of 2500 km per month.**

19.4. Payment will be made once a month through RTGS/NEFT. Bill should be accompanied by the log sheets/duty charts duly endorsed and forwarded by the Nodal Officer, while claiming payment. The Contractor shall furnish the details such as Account No, Account Name, IFSC Code, Bank address etc along with the bill. At the time of payment of bills, the taxes shall be deducted as per the extant Government rules and guidelines. Any Government Orders released during the Contract period, with regard to the taxes shall be automatically applicable to the Contractor either retrospectively or prospectively, as the case may be.

20. TERMINATION OF THE CONTRACT

20.1. The Institute, without prejudice to any other remedy, terminate the Contract in whole or in parts in the event of the following:

20.2. If the Contractor fails to arrange the supply of any or all the vehicles within the period specified in the Contract or any extension thereof granted by the Institute.

20.3. If the Contractor fails to perform any other obligation(s) under the contract.

20.4. The Contract can be terminated by giving **THIRTY (30) DAYS** notice in advance, in writing, by either side.

20.5. IITPKD reserves the right to terminate the contract if the Contractor defaults on any of the time limits specified.

21. TAXES AND DUTIES

The Contractor should ensure payment of all taxes, duties, levies and charges assessed by all municipal, state or national government authorities, in connection with the Goods and Services under the Contract.

22. PENALTIES

If the Contractor fails to complete any of the activities in accordance with the time specified for it, the loss or the damage due to them shall be recovered from the Contractor on the prevailing market rates.

23. INDEMNITY

23.1. The Contract shall be governed by and interpreted in accordance with the prevailing laws of India. The laws will include all national, provincial, municipal, state or other laws that affect the performance of the Contract and are binding upon the Contractor.

23.2. The Contractor shall indemnify and hold harmless the Purchaser from and against any and/or all losses, liabilities, and costs (including losses, liabilities and costs incurred in defending a claim alleging such a liability. In case the Contractor fails to perform the work, it shall be liable for payment of liquidated damages to the Institute as per decision of the Director besides forfeiture of his EMD without prejudice to any other legal action which may be taken against him.

24. EFFECT OF FORCE MAJEURE

- 24.1. If the Contractor is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the Purchaser in writing of the occurrence of such event and the circumstances of the event of Force Majeure within Five (05) days after the occurrence of such event.
- 24.2. The Contractor, when affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the Contract and to fulfill its obligations under the Contract, but without prejudice to Purchaser's right to terminate the Contract.
- (a) No delay or non-performance by the Contractor caused by the occurrence of any event of Force Majeure shall:
 - (b) Constitute a default or breach of the Contract.
 - (c) Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.
- 24.3. If the performance of the Contract is substantially prevented, hindered, or delayed due to one or more events of Force Majeure, the Purchaser shall have the right to terminate the Contract by giving a notice to the Contractor.

25. SETTLEMENT OF DISPUTES

Any dispute or claim arising out of/relating to this Contract or the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Palakkad.

26. APPROVING AUTHORITY : CHAIRMAN, EWD

PRE-QUALIFICATION CRITERIA

1. The bidder should be a company registered under the Companies Act, 1956/2013 OR a Limited Liability Partnership / a registered partnership firm OR a sole-proprietorship entity. Appropriate Registration incorporation certificate must be submitted.
2. The bidder should provide a Registered Partnership Deed or Articles/Memorandum of Association in the case of a partnership firm.
3. The Contractor shall arrange **MAHINDRA BOLERO CAMPER (4WD) OR SIMILAR TYPE OF VEHICLE WITH TAXI PERMIT (Model 2021 or later)** with a dedicated driver. Proof of the year of registration of the vehicle shall be enclosed. The vehicle should be provided with necessary fittings including soft top camper shell.
4. The bidder should have an overall experience of minimum **THREE YEARS** in the field of supplying commercial vehicles to any Central/State Government organization or a Public Sector Undertaking/Autonomous Bodies. Necessary documentary evidence such as copies of the Work Order/Contract/Feedback/Performance Certificate from the client shall be enclosed with the bids.
5. The bidder should have a cumulative **Annual Turnover of Rs. 5 Lakh (Rupees Four Lakh Only)** of the last three financial years (2019-20, 2020-21 and 2021-22). Audited financial statements or financial statements showing turnover **duly certified by a Chartered Accountant shall be enclosed as a proof for the same.**
6. The bidder should have a registered PAN and GST in the firm's/Proprietor's name. Self-attested copies of the PAN and GST shall be enclosed with the bid.
7. The vehicle is expected to ply in the states of Kerala and Tamil Nadu. The vehicle shall have appropriate permit including taxi permit. Necessary documentary proof for the same shall be enclosed with the bid.
8. The vehicle should have essential documents against a valid RC Book, Fuel Emission/Pollution Check Certificate, Fitness Certificate, Insurance, Payment of Road Tax, etc. All documents shall be renewed well before the deadline and necessary self-attested copies of the same shall be enclosed with the bid.
9. The drivers engaged by the Contractor shall possess a valid driving license. The copies of the same shall be provided along with the bid.
10. The Contractor shall ensure the availability of live Insurance Policies for all the vehicles provided on hiring and shall provide self-attested copies of the same along with the bid.
11. The Contractor shall possess policies of insurance against all liabilities of the contract or under any statute in respect of accidents to person(s)/drivers, for carrying out the works on site. The Contractor shall also possess a policy or policies of Insurance against all recognized risks and losses due to theft, fire or natural calamities. Only the Insurance Companies authorized by the IRDA shall be considered. Such insurance shall in all respects be subject to the approval of IITPKD. Necessary supplementing documents shall be provided.
12. Firm/Proprietor should ensure that the Labour Rules of GOI adhered to in the case of drivers deployed.
13. The bidders should not have been blacklisted by any Government Department (Central/State) or any criminal case is registered/pending against the firm or its owner/partners anywhere in India. An undertaking to this effect in the company letter head duly signed by the owner/partner or both to be enclosed.
14. The preferable location of the Service Provider may be Palakkad.

Note:

1. **The institute reserves the right to summarily reject such bids, which are not accompanied by the evidencing documents, wherever asked for.**
2. **The bids of only those agencies who qualify the above-mentioned parameters will be considered for further evaluation.**

TECHNO-COMMERCIAL PARAMETERS
(To be uploaded in Cover 1)

PART-I

1. Company Profile

- a) Name
- b) Postal address of the registered office
- c) Name & Designation of CEO / Director
- d) Nature of Business (Proprietary / Partnership/ any other mode)
- e) Email ID & Contact number(s) of CEO / Director
- f) No. of years of operations in India
- g) Year of Establishment
- h) Location of offices

PART-II

1. Name of the Bidder

- a) Postal address
- b) Telex / Fax number
- c) Telephone (Landline)
- d) Mobile No.:
- e) Email address:
- f) Type of firm: Propriety/ Private/ Private Ltd/ MNC/ Cooperative /Govt. undertaking
- g) Name of the Proprietor /Partners
- h) Registration No.
- i) Year of commencement of company
- j) PAN
- k) GST Number
- l) Experience
- m) Vehicles Make and Models owned by the firm (necessary supporting documents shall be provided)

2. Annual Turnover during the last three financial years (2019-20, 2020-21, 2021-22). (Documents shall be certified by Competent Authority)

3. Has the firm ever been debarred/blacklisted by any Govt. Organization/Dept. If yes the details thereof.

Signature _____

Name _____

Designation _____

Date: _____ Place: _____

Seal of Company _____

COMMERCIAL BID – SCHEDULE OF RATES
(To be enclosed in separate sealed cover)

Description	Unit Rate per Month (INR)	Rate per Month for One Vehicle (INR)	Rate per Month for One Vehicle in Words	Rate per Year for One Vehicle (INR)	Rate per Year for One Vehicle in Words	Extra charges for each additional km over and above 2500 km (INR)
Model: 2021 or later. For a maximum run of 2500 km per month						
Quantity: ONE (01) MAHINDRA BOLERO CAMPER (A/C) OR SIMILAR TYPE OF VEHICLE (4WD) WITH TAXI PERMIT						
Mahindra Bolero Camper or Similar Type of Vehicle or Similar type of Vehicle (4WD) with Taxi Permit						

Note:

1. The rates quoted by the tenderer should be inclusive of GST, cost of diesel, lubricating oil, driver's salary, Bata, overtime allowances if any, all kinds of taxes and service charges applicable if any, night halt charges etc. No other charges will be paid extra.
2. **It is the responsibility of the Contractor to provide additional drivers in case the vehicle is run for the whole day or overtime charges for the driver for replacement in case of the regular driver taking weekly off or goes on some other leave. The vehicle should be available for 24 hours on all the days throughout the Contract Period.**
3. The rates shall remain the same during the Contract period and no revision for any reasons shall be made. No claim on any account whatsoever shall be entertained at any stage, including the extended period, if any. GST will be paid as per actuals based on the GOI Notifications, issued from time to time.
4. Taxes and duty components should be mentioned separately.
5. TDS @ 2% will be deducted as per CBEC Circular No.65/39/2018-DOR dated 14.09.2018.
6. Applicable TDS under section 194C of the Income Tax Act, 1961 will be deducted.

Signature of Bidder with Seal

Executive Engineer, EWD

FORMAT OF PERFORMANCE SECURITY

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") of the one part, and Indian Institute of Technology Palakkad (hereinafter called "the Purchaser") of the other part.
 2. Whereas the Purchaser has awarded the Contract for **Hiring of Mahindra Air-conditioned Thar Model D1 4WD or similar type Vehicle with Taxi Permit for Official Purposes of IIT Palakkad** (hereinafter called the Contract) to _____ (hereinafter called the Contractor); (Name of the Contractor)
 3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
 4. Now, I/we the undersigned, being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Purchaser the full amount of Rs. _____ (Amount in figures and words) as stated above.
 5. After the Contractor has signed the aforementioned Contract with the Purchaser, the Bank is engaged to pay the Purchaser, any amount up to and inclusive of the aforementioned full amount upon written order from the Purchaser to indemnify the Purchaser for any liability of damage resulting from any defects or shortcomings of the Contractor under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Purchaser immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings of the Contractor. The Bank shall pay to the Purchaser any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.
 6. This Guarantee is valid for a period of **Fourteen Months** from the date of signing. (Initial period for which this Guarantee will be valid must be for at least thirty (30) days longer than the anticipated expiry date of warranty period).
 7. At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Contractor or if the Contractor fails to complete the work within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages as stated under Para 5 above, the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Contractor.
 8. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
 9. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment hereof shall in no way relieve the bank of its liability under this deed.
 10. The expressions "the Purchaser", "the Bank" and "the Contractor" herein before used shall include their respective successors and assigns.
- In witness whereof I/We of the bank have signed and sealed this guarantee on the ___ day of _____ (Month & Year) being herewith duly authorized. For and on behalf of the ___ Bank.

Signature of Authority

Name of the Official Name: Designation:
 Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named_ in the presence of:

Witness 1
Signature
Name
Address

Witness 2
Signature
Name
Address

NEAR RELATIVE CERTIFICATE

I _____ S/o. / D/o. Shri _____

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

Dated:

Signature

Name in block letters of the signatory

In capacity of

Signature of Bidder with Seal

Note:

1. In case of Company / Institution/ Body corporate, a list of all Board of Directors shall be submitted along with the bid.
2. In case of Company / Institution/ Body corporate, "Near Relative Certificate" are required to be given by all the Directors of Company / Institution/ Body corporate excluding Government of India / Financial Institution nominees and Independent non- official part time Directors appointed by Government of India or the Governor of State.
3. In case of Proprietorship firm, certificate shall be given by the proprietor.
4. For Partnership firm, certificate shall be given by all the partners.

DECLARATION

I, _____ hereby declare that I am authorized to sign this document and that:

- 1) All the statements made in this bid are true, complete and correct to the best of my knowledge and belief. I understand that if at any stage, it is found that any information given in this bid is false/ incorrect or that our agency does not satisfy the eligibility criteria, our bid is liable to be cancelled/terminated.
- 2) I understand that the decision taken by IITPKD are final and binding in all matters.
- 3) I hereby agree to work as per the terms and conditions stipulated by IITPKD.
- 3) I understand that IITPKD reserves the right to accept or reject or cancel the process and reject all the bids at any stage prior to the award of the Contract, without assigning any reasons, whatsoever.

I/We hereby undertake that there are _____ pages, serially numbered, in the submitted tender including the supporting documents. (Please serially number all the pages including blank page, if any).

Place: _____ Date: __

Signature:

Name:

Designation:

Signature of Bidder with Seal