

NATIONAL INSTITUTE OF TECHNOLOGY - WARANGAL

TENDER DOCUMENT

FOR

HIRING OF TAXI/CARS AND BUS SERVICES

Cost of the Tender Rs. 500/-

Estimated Value of Tender Rs. 25,00,000/-

Date of Tender Issue : 08.01.2019 at 12:00 hrs.
Last date of Tender submission : 28.01.2019 at 14:00 hrs.
Opening of Technical Bids : 28.01.2019 at 15:30 hrs.

Last Date of Tender Submission has been extended for further period of 15 days, the details are furnished below:

Last date of Tender submission : **14.02.2019 at 14:00 hrs.**
Opening of Technical Bids : **14.02.2019 at 15:30 hrs.**

TABLE OF CONTENTS

Sl. No.	PARTICULARS	PAGE NO.
1	NOTICE INVITING TENDERS & IMORTANTANT DATES AND INFORMATION	3-4
2	GENERAL INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF TENDER (A) Instructions (B) Earnest Money (C) Mode of Submission of Bid (D) Method of tendering signature (E) Modifications & Withdrawal (F) Effect & Validity of Bid (G) Opening of Bid (H) Evaluation & Comparison of Bid (I) Right of Rejection of Tender (J) Award of Contract	5-10
3	MINIMUM ELIGIBILITY CRITERIA	10-11
4	SPECIAL CONDITIONS OF CONTRACT (A) Contract Period (B) Contract Performance Guarantee (C) Conditions for engagement of hiring services (D) Financial Terms	11-14
5	GENERAL CONDITIONS OF CONTRACT (A) Compliance of all statutory obligations (B) Work Certification (C) Force Majeure (D) Interpretation (E) Assignment and Sub-Letting/Sub-contracting (F) Termination (G) Indemnity (H) Amendment (I) Settlement of Disputes (J) Governing Law & Jurisdiction	15-17
6	SCOPE OF SERVICES FOR HIRING TAXI/CARS AND BUS	18-19
	ANNEXURE-I Tender Form for Hiring Taxi/Cars and Buses	20
	ANNEXURE-II Undertaking	21
	ANNEXURE-III Checklist of documents to be submitted with tender	22
	ANNEXURE-IV Financial Bid	23

1.NOTICE INVITING TENDER FOR HIRING OF CARS AND BUS SERVICES

NIT, Warangal invites sealed tenders in Two-Bids (Technical & Financial) for Hiring of Taxi/Cars and Bus Services. Interested parties may download the tender document from NIT website. The complete tender should reach the Registrar, National Institute of Technology, Warangal-506004 **latest by 14.02.2019**.

Tender No :NIT/ADM/MTS/Vehicles/2019

IMPORTANT DATES AND INFORMATION

2.1	Name of work	Providing Services of Taxi/Cars and Bus services between Hyderabad and Warangal, within Warangal and to other places as per requirement
2.2	Implementing agency/Owner Employer/client and source of fund	National Institute of Technology-Warangal
2.3	Address for Communication for and place of opening tender	The Registrar National Institute of Technology, Warangal-506004
2.4	Bid Security	Rs 50,000/- in the form of Demand draft in favour of Director, National Institute of Technology, Warangal drawn on any scheduled bank, payable at Warangal
2.5	Bid validity	120 days from due date for submission of bid.
2.6	Last date of Submission	14.02.2019, 14.00 hrs
2.7	Technical bid opening	14.02.2019, 15.30 hrs
2.8	Security Deposit	5% of the total value of the order issued to the successful bidder

2. GENERAL INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF TENDER:

For the purposes of this Tender Document, the National Institute of Technology–Warangal shall be referred to as ‘NIT-WARANGAL’ and the intending, participating and successful bidders to this Tender Document shall be referred to as ‘BIDDER/CONTRACTOR’

Tender document may be obtained from NIT, Administration on payment of Rs. 500/- in the form of Demand Draft/ Bankers Cheque of the scheduled bank drawn in favour of Director, NIT, Warangal.

The tender document may also be downloaded from NIT website: www.nitw.ac.in. The Bidders who download the tender document should submit separate DD for Rs.500/-in favour of Director, National Institute of Technology, Warangal towards the application fee along with the tender document failing which the tender document for the bid will not be accepted.

(A)INSTRUCTIONS

The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.

The bids shall be filled in by the Bidder clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of NIT, WARANGAL to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.

The Bidders are requested to make themselves fully conversant with the General conditions of Contract, Special Conditions of Contract, Technical Specifications, site conditions, safety and health aspects and norms to be observed, etc. at the time of submitting their bids. The Bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out to fulfill his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.

The Bidders are required to fill in the complete and accurate details as required under the tender documents. Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non-responsive.

The Bidders are expected to carefully examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any errors, discrepancies or omissions are found in the documents or any Bidder is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications. However, no claim of any nature on account of any errors found in the tender documents shall be entertained.

The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.

The tender documents shall not be transferable.

Conditional offers shall be rejected at the outset.

A Bidder shall be allowed to make and submit only one bid document. A Bidder shall not submit more than one bid, either in the same name or entity or through any partnership, joint venture or the like.

NIT, WARANGAL reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, the NIT, WARANGAL may in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.

The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and NIT, WARANGAL shall not be liable in any manner for the same.

In the event that the successful Bidder is a joint venture formed of two or more companies, then each such company or entity shall be jointly and severally liable for all the obligations envisaged under the tender documents and this shall be primary condition of such joint venture arrangements.

The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.

(B) EARNEST MONEY

The Bidder shall furnish Earnest Money Deposit (EMD) of Rs.50,000/-along with the bid. The EMD shall be in the form of Demand Draft/Banker's Cheque drawn in favour of Director, National Institute of Technology, Warangal payable at Warangal.

EMD of the successful Bidder will be returned after the Bidder provides a Security Deposit as required.

EMD paid in the form of demand draft will be refunded to unsuccessful Bidders after finalizing the contract.

Any bid not accompanied with EMD and Tender fee or if the same are found to fall short, the bid will be rejected. Tender fees and EMD should be submitted in physical form directly to NIT, WARANGAL.

No interest shall be payable on EMD.

The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

(C) MODE OF SUBMISSION OF BID

The sealed bidding documents should be delivered in the Administration Section of NIT, WARANGAL on or before the stipulated date and time. The technical bid and the financial bid must be sealed in separate envelopes super-scribing "Technical Bid" and "Financial Bid" and both these two envelopes must be placed in a third envelope super-scribing "Tender for Hiring of Taxi/Cars and Bus Services". This third envelope should be sealed (glued along with taped, stapled or open tender will be forfeited) and delivered to: "The Registrar, National Institute of Technology, Warangal-506004".

No bid shall be accepted unless it is properly sealed and marked as instructed above. Bidders shall not be allowed to fill in or seal their Bids at the NIT, WARANGAL office.

If the packet and the envelope are not sealed and marked as instructed above, NIT, WARANGAL shall assume no responsibility for the misplacement or premature opening of the bid submitted. A Bid opened prematurely due to this cause shall be rejected by NIT, WARANGAL and returned to the Bidder.

Telegraphic bids or bids through fax or email shall be treated defective, invalid and rejected. Only detailed complete bids in the form indicated above received prior to the closing time and date of the bids shall be taken as valid.

The rates and amount quoted by the Bidder shall be clearly written in figures and in words. The words shall be written clearly in English and shall be free from any aberrations, deletions, correction and overwriting. In case of any illegibility of the offer submitted by Bidder the interpretation by NIT, WARANGAL shall be final and binding on the Bidder. If any ambiguities are observed in the rates and amount given in words and figures then the rate quoted in words shall be taken as correct.

Bidders sending their bids through courier/ by Speed post/by Person should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for courier/Speed Post/by Person shall be granted.

(D) METHOD OF TENDERING SIGNATURE

The Bidder shall ensure that the bid document submitted by it shall contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature and seal. The name of all persons signing should also be typed or printed below the signature on each page.

Each page of the Tender document must be stamped and signed by the person or authorized persons of the Bidder entity who are submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of NIT, WARANGAL. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.

A copy of the authorization letter/power of attorney/board resolution for the purposes of signing and submitting the present tender documents shall be attached with the tender documents.

The Bidder's name stated on the proposal shall be the exact legal name of the firm.

Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.

Bids not conforming to the above requirements of signing may be disqualified.

(E) MODIFICATIONS & WITHDRAWAL OF BID

The Bidder shall not be entitled to withdraw or modify the offer and rates quoted by him/it once the same have been duly submitted.

The above shall however not affect any modifications or withdrawals made by the Bidder in pursuance of any clarification issued by NIT, WARANGAL or any modification or amendment made by NIT, WARANGAL in respect of the tender documents and the contract terms and obligations to be performed. In such event, the Bidder shall ensure that the revised bid be submitted within the prescribed deadlines or any permitted extensions thereof. Any bid not submitted within such time frames shall be rejected.

In the event any Bidder withdraws his bid during the validity period of the bid or fails to comply with the aforementioned conditions, then the EMD paid by such Bidder shall be forfeited.

(F) EFFECT & VALIDITY OF BID

The Bid shall be kept valid and shall have the validity period of ninety days from the due date for submission of bid.

In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.

The submission of any Bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the institute for rejection of his Bid. The institute shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the Owner.

(G) OPENING OF BID

NIT, WARANGAL shall open the bids Technical and Financial bids on the scheduled dates of which the Bidder shall take note and the Bidder, either himself or through an authorized representative shall remain present at such opening. In the event any authorized representative of a Bidder is sent to such opening then such person shall be required to carry an authorization letter for the same.

It is hereby clarified that the absence of any Bidder or his authorized representative at such opening shall not affect the legality of such opening and NIT, WARANGAL shall be entitled to continue with such opening of bids even in the absence of the Bidders or any of them, and no claim or objection on this ground shall be entertained.

The Bidders and their authorized representatives participating in the opening shall be required to sign the attendance sheet.

(H) EVALUATION & COMPARISON OF BID

Upon opening the Bids, NIT, WARANGAL will examine the Bids to determine whether they are complete, whether any computational errors or any alterations have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

Upon evaluation of the propriety of the bid documents as submitted, the bids shall be evaluated to ascertain whether it meets the eligibility criteria as specified in the tender document.

The technical bids shall be evaluated based on the available documents submitted by the Bidder. In the course of its evaluation, NIT, WARANGAL shall be entitled to carryout physical inspection of the garage or premises of the bidder for whether he/she is carrying out transport operations. NIT, Warangal can also ask the bidder to present the vehicles for physical inspection. The Institute can also ask for clarifications from the Bidders in respect of the bids submitted by them. Any clarification submitted by a bidder that is not in response to a request by NIT, WARANGAL shall not be considered. The request for clarification and the response shall be in writing.

If a bidder does not provide clarifications of its bid by the date and time set by NIT, WARANGAL, their bid may be rejected.

Financial bid will be opened for the qualified technical bidders.

(I) RIGHT OF REJECTION OF TENDER

NIT, WARANGAL reserves the right to accept or reject any bid or to cancel the Bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform or afford reasons to the affected bidder or bidders regarding the same.

Any Tender without EMD and Tender fee will be treated as nonresponsive and shall be rejected at the outset itself.

NIT, WARANGAL reserves the right to split the scope & quantity to more than one agency among the Bidders.

NIT, WARANGAL reserves the right to disqualify any bidder if such bidder quotes any abnormally high or low rates in the bid document/price bid and prohibit such Bidder from future participation in any bid with NIT, WARANGAL.

(J) AWARD OF CONTRACT

NIT, WARANGAL shall, upon evaluation of the bids submitted, award the contract to the bidder who is found and evaluated to be qualified to perform the contract satisfactorily and whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein.

The successful Bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail. Such successful Bidder shall be required to tender his/its acceptance within seven days from the date of receipt of such Letter of Intent or Letter of Award/Work Order as the case may be, failing which the same shall stand cancelled and the EMD shall be forfeited.

Further, the successful bidder shall pay an amount of 5% of the value of Contract towards Performance Security in the form of Demand Draft/Banker's Cheque/FDR/Bank Guarantee drawn in favour of Director, National Institute of Technology, Warangal.

After the successful Bidder has accepted the Letter of Intent or Letter of Award/Work Order, the successful Bidder shall be required to enter into a written contract with NIT, WARANGAL within a period of seven days from the date of such acceptance. The contract shall be as per the terms and conditions mentioned herein and it shall be drafted by NIT, WARANGAL. Upon such contract document being executed, the contract shall be deemed to have been awarded and the tender process finalized.

3. MINIMUM ELIGIBILITY CRITERIA

All registered agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of at least Rs.25 lakhs during the last three financial years in the books of audited accounts duly certified by a Chartered Accountant.

The bidder should have at least five vehicles in the name of firm/proprietor/partners

The Bidder should have the experience of similar works in any of the Autonomous Institutions/Universities/Public Sector Undertakings of Government of India or any Central/State Government or Public Sector Banks or Local Bodies/Municipalities as follows:-

- (a) Three similar works costing not less than the amount equal to Rs.10 lakhs i.e. 40% of the estimated cost; or
- (b) Two similar works costing not less than the amount equal to Rs.12.50 lakhs i.e. 50% of the estimated cost; or
- (c) One similar work costing not less than the amount equal to Rs.20 lakhs i.e. 80% of the estimated cost.

The tenderer may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted engaged in taxi/car & bus services, who should have required licenses issued by Regional Transport Authority (attested copy has to be attached).

Income tax statement of last three years.

Service Tax Registration certificate/GST Registration/PAN No.

Director, NIT, WARANGAL reserves the right to modify or relax the eligibility criteria in case none of the Bidder is able to fulfil the required criteria.

No relaxations will be given as far as statutory requirements are concerned.

4.SPECIAL CONDITIONS OF CONTRACT

(A)CONTRACT PERIOD

The contract shall be for a period of two years from the date of award of the contract ('Contract Period').

NIT, WARANGAL may at its discretion, renew the contract for a further term of one year or for a shorter period on the same terms and conditions as applicable to the existing contract. Such renewal shall be subject to and based on the evaluation of the performance of the Bidder/Contractor during the Contract Period. However, it is clarified that even if the performance of the works of the Contractor during the contract period are satisfactory, a renewal of the contract shall be made only if NIT, WARANGAL, at its discretion, deems it fit and agrees to renew the same and NIT, WARANGAL shall not be under any obligation to state the reasons for its refusal to renew the contract.

Without prejudice to the above after expiry of the Contract Period, NIT, WARANGAL reserves the right to extend the contract from time to time on same terms and conditions without renewing the contract.

(B) CONTRACT PERFORMANCE GUARANTEE

The successful Bidder, to whom the work is awarded, shall be required to furnish Performance Bank Guarantee/Security Deposit (SD) as security for the due performance of the Contractor's obligations and the same shall be equivalent to 5% of the total cost of the work which shall be deposited by way of a Demand Draft/Banker's Cheque/FDR drawn in favour of Director, National Institute of Technology, Warangal from any scheduled bank and the same shall be discharged on expiry of 180 days after the satisfactory completion of contract or after settlement of all the dues whichever is later.

In the event the contract is terminated by NIT, WARANGAL on account of the fault of the Contractor before the completion of the Contract Period, or the Contractor abandons the work and its obligations under the contract during the Contract Period, then the SD amount shall be forfeited by NIT, WARANGAL.

Any delay in submission of initial SD will entitle NIT, WARANGAL to cancel the contract and forfeit EMD thereof.

(C) CONDITIONS FOR ENGAGEMENT OF HIRING SERVICES

The Contractor shall deploy such personnel as shall be necessary and required for performing the obligations of the Contractor under the contract. The Contractor shall deploy manpower suitably qualified and in sufficient number for the due and timely execution of the works under the contract.

- (1) At the time of deploying manpower, the Contractor shall strictly comply with all the applicable labour laws /Acts norms including but not restricted to the age of the workers, conditions of employment and shall also ensure that a police verification and security check for all the personnel engaged Any default in complying with the same or any misrepresentation regarding compliance of the same shall entitle NIT, WARANGAL to initiate appropriate civil or criminal proceedings regarding the same.
- (2) The Contractor shall not employ any person of age below 21 years and above the age of 50 years and the persons so engaged shall be sound in health capable of performing their work as per instructions and should not be suffering from any illness, infection and disease.
- (3) The Contractor shall issue necessary identity cards to its personnel and shall keep and maintain a complete record of all the personnel who are or who shall be assigned any work at the in pursuance of this contract.
- (4) Contractor shall indemnify NIT, Warangal from any liabilities arising out of the employment of the manpower.

- (5) NIT, WARANGAL shall have the rights to remove any personnel from the duty whose conduct is found to be improper and whose presence and participation in the rendering of services under the contract is considered to be undesirable.
- (6) All liabilities arising out of accident or death of any personnel while on duty shall be borne by the Contractor.
- (7) The Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, damage to infrastructure or misuse of the areas of the NIT, WARANGAL.
- (8) In the event of any loss caused to the NIT, WARANGAL, as a result of any lapse on the part of the Contractor as may be established after an enquiry is conducted by the NIT, WARANGAL such loss will be made good from the amount payable to the Contractor. The decision of Director, NIT, Warangal in this regard will be final and binding on the Contractor.
- (9) The personnel deployed by the Contractor shall be smartly dressed in neat and clean having Identity Card containing Photo, Name, Address & date of birth and professional driving license failing which it will invite a penalty of Rs.500/- each occasion. The penalty on this account shall be deducted from the Contractor's bills and repeated default may lead to cancellation of contract.
- (10) The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be **extremely courteous with pleasant mannerism in dealing with the public/officers/VIPs**. NIT, WARANGAL shall have right to remove any person in case the personnel **is not performing the job satisfactorily**. The Contractor shall have to arrange the suitable replacement in all such cases.
- (11) Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including lawyer's fees, all expenses/fines. The concerned agency personnel shall attend the court as and when required.
- (12) The Contractor shall bear the cost of providing Identity Cards, driving license, pollution token and any other document/equipment as required for discharge of the duty of his staff, stationery **for writing duty charts** and registers for records keeping as per requirements.
- (13) NIT, WARANGAL shall not provide residential accommodation to any of the personnel/ employee of the Contractor.
- (14) NIT, WARANGAL shall not be under any obligation for providing employment to any of the worker of the Contractor after the expiry of the contract. The NIT, WARANGAL does not recognize any employee employer relationship with any of the workers of the Contractor.

(D) FINANCIAL TERMS

- (1) Payment Terms:-

No payment shall be made in advance nor any loan from any bank or financial institution be recommended on the basis of the order of award of work.

The contractor shall submit the bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.

- (a) Any invoice submitted without the above documents shall be deemed to be incomplete and NIT, WARANGAL shall not be liable to process and pay the amounts on the invoices so raised.
- (b) Upon receipt of the invoice complete as above, NIT, WARANGAL shall disburse the payment to the Contractor within a period of 15 days from the receipt of such complete invoice.
- (c) The service tax/gst amount shall be shown separately on the invoice along with the applicable registration numbers.
- (d) All the payments to be made to the Contractor by NIT, WARANGAL shall be made through NEFT/RTGS/DD only with applicable TDS in accordance with the Govt. of India/RBI guidelines from time to time.
- (e) Administrative Service charge (Bid Value) claimed for providing contract shall not be raised at any cost during the contract period for any reason, force majeure etc.

(2) Other Financial Terms

- (a) The rates shall be final and firm for the entire Contract Period including extension, if any, and shall not be subjected to any escalation whatsoever.
- (b) The Contractor shall not be entitled to claim any amounts towards escalation cost, idle manpower.
- (c) The Contractor shall be liable to bear and pay for any expenses or cost that may be required to be incurred on account of any accident caused to any of its personnel working during the Contract Period.
- (d) The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep NIT, WARANGAL fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.
- (e) The Contractor will be under an obligation to submit a certificate that he has cleared all the dues of its / his employees.
- (f) The Contractor shall ensure all payments to employees.

5.GENERAL CONDITIONS OF CONTRACT

(A)COMPLIANCE OF ALL STATUTORY OBLIGATIONS

- (1) All the driving personnel employed by the Contractor at the NIT, WARANGAL premises for executing the contract for driving work shall be the employees of the Contractor only. The Contractor alone shall be responsible at his own cost and risk for the due compliance of all the applicable labour laws and other statutory obligations with regard to this contract.
- (2) The Contractor shall be required to have been registered and having the necessary licenses and permissions under the RTO as applicable.

- (3) The Contractor shall also obtain and keep in place necessary insurance policies, mediclaim policies, group insurance schemes of adequate value to cover his personnel, employees with regard to any accidents, injury or the liability under the Employee Compensation Act.
- (4) The Contractor shall observe and be responsible for the compliance of all labour laws, government notifications and shall maintain necessary records for the same and shall submit the same to NIT, WARANGAL when so required.
- (5) The Contractor shall duly maintain all records/registers required to be maintained by him under various labour laws mentioned above and shall produce the same before the Statutory Authorities concerned whenever required and called upon to do so.

(B)WORK CERTIFICATION

- (1) The work done and executed by the Contractor shall be approved and certified by the authorized personnel of NIT, WARANGAL in accordance with the terms and conditions of this contract and the rules and norms of NIT, WARANGAL. The Contractor shall be required to furnish satisfactory personnel deployment report to NIT, WARANGAL in standard approved Proforma. The submission of report should be on basis of the monthly bill and payment shall be released based on the certified reports of the works.
- (2) In case any complaint is received with regard to the misconduct/ misbehavior of Contractor's personnel, a penalty of Rs.3000/-for each such incident shall be levied and the same shall be deducted from the Contractor's bill.

(C)FORCE MAJEURE

The Parties hereto shall be relieved from the performance of the obligations as herein contemplated or from any penal consequences on account of nonperformance which is attributable directly to force majeure conditions, which conditions are not in the power, domain or control of the Party affected. The Party seeking protection of such force majeure condition shall be required to send a notice of the existence and continuation of such conditions to the other Party and only thereupon the suspension of obligations shall follow. For this purposes hereof, force majeure conditions shall mean an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

(D)INTERPRETATION

In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of Director, NIT, WARANGAL will be final and binding.

(E)ASSIGNMENT AND SUB-LETTING/SUB-CONTRACTING

The Contractor shall not directly or indirectly assign or sub-let any part of the contract to any other party or agency.

(F)TERMINATION

- A. NIT, WARANGAL may terminate the contract, if any of the following events occur:–
- i. Contractor is adjudged as insolvent.
 - ii. Contractor has abandoned the contract i.e. the Contractor fails to perform the obligations under the contract for a period of One month. iii.Any of the licenses, permissions or registrations of the Contractor as required under the applicable laws are discontinued/ cancelled or not renewed in time.
 - iii. The Contractor is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein.
 - iv. The Contractor commits a breach of the contractual terms and conditions.
 - v. In the opinion of NIT, WARANGAL, it is desirable to discontinue with the performance of the contract with the Contractor.
- B. NIT, WARANGAL shall give the Contractor a Seven days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from NIT, WARANGAL in that behalf.
- C. Upon such termination, the outstanding dues of the Contractor shall be settled subject to the amounts recoverable by NIT, WARANGAL under the contract from the Contractor.
- D. The SD amount shall be forfeited if the contract is terminated by NIT, WARANGAL on account of the above.

(G)INDEMNITY

The Contractor shall indemnify NIT, Warangal and keep NIT, WARANGAL from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by NIT, WARANGAL which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor, including but not limited to, any liability or action occurring on account of any litigation, court or government orders.

(H)AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

(I)SETTLEMENT OF DISPUTES

- (1) Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties.
- (2) If amicable settlement cannot be reached all the disputed issues shall be resolved by Director NIT, WARANGAL and his decision shall be final.

(J)GOVERNING LAW & JURISDICTION

This contract shall be governed by the Laws of India and the Courts at Telangana State shall have exclusive jurisdiction to try and disputes arising hereunder.

6. SCOPE OF SERVICES FOR HIRING TAXI/CARS AND BUS

The Contractor or agencies/firms are required to furnish Annual Rate Contract for providing Taxi/Cars and Bus services as and when required (AC/NON-AC) for a period of Two Years from the date of award of contract. The models of the vehicles should be of 2015 or later.

The contract shall commence from the date of consent of the firm to the terms and conditions. To begin with, the contract will be for two years initially, which may be extended on yearly basis if performance/service is found satisfactory on review after every six months. The contract so awarded can be terminated at any time if the service of vendor is not found satisfactory.

The Firm must have at least 3 years of experience in the Tour and travels Business in providing vehicle/taxi in the Government/Semi Govt. / Autonomous Bodies/PSUs/Reputed organization etc. (Copies of one work order during each of the last three years).

- The firm should be registered with the concerned Authority and should furnish a copy of registration certificate in support thereof.
- Only such Taxi Operators whose Cars /Taxis & bus have been duly authorized by the concerned RTO should only apply.
- **Billing (both distance and time) will start from point of commencing the service and end at the point where vehicle is released.**
- The firm should ensure that the drivers employed hold valid driving license, are well behaved, reasonably educated, having communication skill in Telugu/Hindi/English, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
- Each driver employed by the firm must have a cellphone duly activated.
- The tenderer may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted engaged in taxi/car & bus services, who should have required licenses issued by Regional Transport Authority (attested copy has to be attached).
- There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency), pending complaints, if any, shall also be included.
- Each driver should wear uniform while on duty in this office.
- The contract is purely on monthly basis or requirement basis (as and when needed for official duties). NIT, WARANGAL reserves the right to hire cars/ taxis from any other provider of such services during the period of contract depending on requirement.
- The firm should have a provision to take the bookings 24 hours x 7 day.
- Rates once finalized will be valid for a period of two years. Upward change in rates will not be considered due to any hike in fuel prices or taxes during the operative period of contract.

- At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- In case two or more agencies are found to have quoted the same rates, **competent authority**, NIT, WARANGAL shall decide about the agency/agencies to which the contract shall be awarded based on the past credentials/report on the performance of the firm, and length of experience etc. Taking above factors into consideration, the contract may be awarded to two or more agencies. The decision of the competent authority, NIT, WARANGAL shall be final.
- The drivers should have duty slips and should be duly filled and signed by the user. If on any occasion it is found that the driver of any vehicles has made wrong entries in the duty slips relating to time and kilometre reading of start or closing of duty/journey the contractor shall be responsible for the same. The office reserves the right to withhold full payment of the day in respect of such vehicle.

ANNEXURE I
TENDER FORM FOR HIRING TAXI/CARS AND BUS SERVICES

1. Names, address of firm / Agency / :
Company and Telephone No/
2. Registration No. :
3. Name, Designation, Address and Telephone No. of authorized person:
4. Please specify as to whether Tenderer is sole proprietor / Partnership firm
5. Name, Address and Telephone No. of Proprietor / Partners / Directors
6. Service Tax Registration No./GST
7. Details of Bid Security/Earnest Money Deposit: (a). Amount:
(b). Demand Draft / Pay Order No
(c). Date of issue
(d). Name of issuing Bank
8. Details of Tender Fee
(a). Amount:
(b). Demand Draft / Pay Order No.
(c). Date of issue
(d). Name of issuing Bank

**9. Details of Vehicles owned and operated by the bidder
(Maruti SwiftDzire/Tata Indigo GLX / Innova /XUV 500 or equivalent 7 seater/15 seater mini bus)**

S.No.	Registration No.	Make and Model (Year)	Owner's Name	Kilometers Run (as on bid submission date)
1)				
2)				
3)				
4)				
5)				

(Self-attested copies of Registration Certificates to be enclosed)

Date:
Company seal:

**(Signature of the bidder)/Authorized Signatory
Name and Address of the Bidder**

ANNEXURE II

(TO BE TYPED ON A LETTER HEAD OF THE AGENCY)

UNDERTAKING

To
Registrar,
NIT, Warangal

Subject: Tender for providing Taxi/Cars and Bus Services

Sir,

1. I / We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I / We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself /ourselves to abide by the said terms and conditions.
3. I / We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, EC Act, Leave etc. and any other charges applicable from time to time. I / We shall pay the wages to the personnel deployed as per central government Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. As far as possible I / We shall provide personnel and services as per the terms and conditions of the Tender.

Date:

**Signature of the bidder
/Authorized Signatory**

Company Seal:

Name and Address of the Bidder

ANNEXURE III

CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Sr.	Items	Confirm	Page No.
1.	EMD and Tender Fee		
2.	Tender form with complete technical bid with all pages serially numbered, signed and stamped on each page along with (Annexure-I)		
3.	Declaration by the bidder that he /she has not been blacklisted by the Departments/Ministries of the Govt. of India/State Govt./PSUs		
4.	Undertaking by the bidder on agencies letterhead as described in (Annexure – II)		
5.	Audited Balance sheet of last three years with details of annual turnover certified by CA. (2015-16, 2016-17, 2017-18)		
6.	Income tax statement of last three years. (2015-16, 2016-17 and 2017-18)		
7.	Attested Photo copy of PAN Card		
8.	Service Tax/GST registration certificate copy		
9.	Documents in support of contracts fulfilled in last 3 years along with their values in support of the experience and financial credibility (2015-16, 2016-17 and 2017-18) [Work Orders of similar nature to be attached]		
10.	Financial Bid /quotation completed and kept in a separate sealed envelope. (Annexure-IV)		

Date:
Place:

Signature of Authorized Person:
Full Name:
Company's Seal:

ANNEXURE IV: FINANCIAL BID

Rate (GST and parking charges extra to be mentioned separately) for taxis/Cars/Bus indicated below:-

Particulars		(A)			(B)	Rate for extra kilometres/hrs.				(C)	
		Local			Outstation					Monthly Hire Charges	
		Rate for (4 hrs. or 40 km)	Rate for (8 hrs. or 80 km)	Rate for (12 hrs. or 120 km)	Rate for 12 hrs. or 350 km. .	Local		Outstation		2000 Km.	Rate for Extra km.
					Km.	Hour	Km.	Hour			
Indica/ WagonR or Equivalent (Hatchback)	(AC)										
Tata Indigo GLX/Swift Dzire or equivalent (Sedan)	(AC)										
Innova & XUV 500 or equivalent 7 Seater	(AC)										
15 Seater Mini bus	(AC)										
	(Non-AC)										

In case of outstation duties	
Driver's allowance , Rs per day	
Night halt charges, Rs per night	

Any Other information:

Date:

Place: Name: Stamp:

Signature of Tenderer/Bidder: