

TENDER FOR EMPANELMENT FOR HIRING VEHICLES (CABS) ON FIXED MONTHLY AND AS ON REQUIRED (ON- CALL) BASIS AT IIT JODHPUR

NIT No. -: IITJ/SPS/2022-23/Transport/13

NIT Issue Date and Time : 07-07-2022
Pre-bid Meeting : 14-07-2022 at 3:00 PM
Tender Submission Date and Time: 28-07-2022 by 3:00 PM
Tender Opening Date & Time: 29-07-2022 at 4:00 PM
(Technical Bid)



॥ त्वं ज्ञानमयो विज्ञानमयोऽसि ॥

Indian Institute of Technology, Jodhpur
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Website: www.iitj.ac.in, www.eprocure.gov.in

Empanelment of Service Providers for hiring vehicles (Cabs) on monthly and as on Call requirement basis

Section I: Notice Inviting Tender (NIT)

Institute invites online tenders for Empanelment of Service Providers for providing cabs services on Fixed Monthly & On Call basis at Indian Institute of Technology Jodhpur (IIT J) situated on NH 62, Nagaur Road at Karwar village, Jodhpur District. Submission of Online Tender is must and considered valid, must reach the Institute by the last date of submission. The tender document can be downloaded from the CPP Portal (<https://eprocure.gov.in/eprocure/app>) & Institute website <https://iitj.ac.in/tenders/index.php?id=Services>.

The online bid submission should be done as per last date of submission on 28 July 2022 up to 15:00 Hrs. The Tenders received shall be opened on 29 July 2022 at 16:00 Hrs in the Office of Stores and Purchase, Administrative Building, IIT Jodhpur, NH-62, Nagaur Road, Karwar, Jodhpur-342030.

(a) Instructions for Online Bid Submission:

- a.1.** There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender publishing on the CPP Portal.
- a.2.** Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- a.3.** Bidder will go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. 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 need to be submitted. Any deviations from these may lead to rejection of the bid.
- a.4.** The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format. All bids both Technical and Financial should be submitted in the e-Procurement portal.
- a.5.** Possession of a Valid Class II/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 <http://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- a.6.** The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

(b) SEARCHING FOR TENDER DOCUMENTS

- b.1.** 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 'My Tenders' folder. This would enable the CPP Portal to intimate the

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bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- b.2.** 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.

(c) PREPARATION OF BIDS

- c.1.** 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
- c.2.** To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” are available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

(d) SUBMISSION OF BIDS

- d.1.** Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- d.2.** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d.3.** The bidder may add rows to include the prices of all components & warranties etc. whichever applicable.
- d.4.** 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, opening of bids etc. The bidders should follow this time during bid submission.
- d.5.** The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- d.6.** 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.
- d.7.** Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

(e) ASSISTANCE TO BIDDERS

- e.1.** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- e.2.** Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005,0120-6277787.

(f) INSTRUCTION FOR BIDDERS:

- f.1.** Technical Bid should be submitted in PDF format.
- f.2.** Financial Bid should be submitted in .XLS Format.

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- f.3. Kindly add scanned PDF of all relevant documents in a single PDF file like, compliance sheet, OEM/Principle Certificate etc.
- f.4. The technical and financial bids should be submitted online through portal <http://eprocure.gov.in/eprocure/app> in original. The financial bid should include the cost of main items and its accessories.
- f.5. Each bidder should be marked with the following reference on the top bids submitted online: "IITJ/SPS/2022-23/Transport/13 dated 7 July 2022".
- f.6. The printed literature and catalogue/brochure giving full technical details should be included with the technical bid to verify the specifications quoted in the tender. The bidders should submit copies of suitable documents in support of their reputation, credentials and past performance in .pdf format.
- f.7. The rates should be quoted in figures and words both.
- f.8. **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, IIT JODHPUR may, for any reason, whether on its own initiative or in response to the clarification request by a prospective BIDDER may modify the bid document. All prospective BIDDERS who have downloaded the bidding document may visit IIT JODHPUR website /<https://eprocure.gov.in/eprocure/app> for amendments /modifications which will be binding on them.
- f.9. The technical offer **should not contain any price information**. Please do not insert 'Financial Bid' (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid the tender will be rejected.

7 Online Bid Prices:

- 7.1 The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

I. For goods offered from within India:

- a. The price of the goods should be quoted for destination basis, charges towards freight, etc. may be mentioned inclusive of GST as applicable after referring the attached GST Notification.
- b. Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.
- c. Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination should be mentioned.
- d. Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser. If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later.

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1. **Notice Inviting Tender (NIT)**

Indian Institute of Technology Jodhpur, (hereinafter referred to as the “Institute”), an academic Institute of National Importance, invites proposals (hereinafter referred as the ‘bid(s)’) for entering into a contract for Empanelment of Service Providers for providing cabs services on Fixed Monthly & On Call basis (hereinafter referred to as ‘the Services’) in two-bids (Technical & Financial). This Tender Document, reference number, Tender No. IITJ/SPS/2022-23/Transport/14 dated 4 July 2022 (hereinafter referred to as ‘the Tender Document’), gives further details.

2. **The Tender Document**

A. **Bidders must read the complete ‘Tender Document’**

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. However, Bidders must go through the complete Tender Document for details before submission of their Bids.

3. The Cabs from the Service Provider shall be utilized for Faculty, Staff, Students, School going children and occasionally for families also.
4. The estimated price of the fixed monthly (12 hrs./day) cabs services is Rs. 10,60,000/year (Based on the present requirement, 02 cabs (Bolero or equivalent) on fixed monthly basis, 12 hrs./day).
5. **Earnest Money Deposit (EMD):** The bidder will upload the Scanned copy of receipt of deposition of **Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty-Five Thousand only) in favour of The Director, I.I.T. Jodhpur** in the form of Bank Guarantee, Fixed Deposit or Demand Draft of a scheduled bank in the name of Director, IIT Jodhpur valid for 90 days from the date of opening of the tender. For online payment of EMD, please follow/ click the link <https://oa.iitj.ac.in/ePay>. The EMD will be Refundable without interest. Bids without EMD shall not be considered. The bidder will upload scanned copy of the receipt of deposition of Earnest Money & will also submit an undertaking for submission of original EMD (As mentioned in Appendix ‘F’) on firm’s letter head duly sealed & signed by the authorized person of the firm. However, in addition to the above as per Rule 170 of GFR--- “Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)” are exempt from submission of EMD (Bid security), but the firm has to submit valid MSME registration documents for exemption in EMD.
6. **Performance Security:** On receipt of our Work/Service order, the Service Provider will deposit 03% (Three percent) of the value of the Work/Service order as Performance Security within 15 days of receipt of work order valid for a period of 60 days beyond the date of completion of contract period, which is to be renewed from time to time as per further renewals/amendment of the contract, if applicable. No interest will be payable on such Deposit and the amount will be refunded on successful completion of the event after fulfilling all obligations as per this document.

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7. Scope

Scope of work will be as under:

- A. The Indian Institute of Technology Jodhpur invites bids for Empanelment of Service Provider for providing "Transport Services (Cabs)" to meet the daily need of pick up and drop off facility required for its Faculty/Staff/students.
- B. The contract for empanelment of Service Providers & hiring of Cabs as detailed below will be initially for a period of one year. However, the contract may be extended for a further period up to two more years (on mutual consent) on the same terms and conditions only if the service of the Contractor is found to be satisfactory.**
- C. The above requirement is tentative. Based on need, IIT Jodhpur will increase or decrease the fleet strength by giving a weeks' notice.
- D. The vehicles to be supplied should be in excellent condition mechanically as well as physically (i.e. cleanliness of interiors and upholstery, carpets/mattings, finesse, presence of necessary accessories). The A.C. should be effective and the same should be used accordingly to the climatic conditions. The Trunk of the vehicles should be neat and clean to accommodate luggage without any obstacle. The vehicles should be well-maintained and serviced during the contract period. Worn out vehicles in terms of vintage and mileage will not be accepted. IIT Jodhpur authorities will have the right of inspection and rejection of unsuitable vehicles in terms of mileage, vintage, outlook, cleanliness and overall suitability before assigning duty. The Service Provider / company will have to provide a suitable substitute in such cases without any extra cost.
- E. The Service Provider will provide vehicles whose first registration with RTO is not older than 2020. There should not be any undue noise, vibrations or other visible issues with vehicle/s. The ride should be smooth. The vehicles should be free from past history of accidents, dents and scratch marks. The colour of vehicle should be **white**.
- F. All necessary tools like GPS Kit, spare wheel (stepney), operational First-Aid Kit and fire extinguisher should always be available at all the time in the vehicle/s to cater for any exigency en-route.
- G. All necessary documents such as vehicle registration, comprehensive insurance, Pollution Control certificate, fitness certificate issued by Regional Transport Office (RTO) and relevant permits must be available in the vehicle all the time while on duty.
- H. The vehicles should be registered in the name of the Service Provider. The vehicles must be registered for operating as taxis in RTO and must have RTO clearance for operating. The Xerox copies of relevant documents such as RC Books, Insurance Policies, RTO permits etc. should be submitted before signing the agreement.
- I. The vehicles provided to the Institute should not be owned by any employee of this Institute or his/her family members or his/her dependents. An undertaking to this effect should be given before entering into contract.

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- J. The contracting Service Provider must comply with all the Govt. rules and regulations/RTO, particularly applicable to the business. Their drivers must possess valid driving license for driving the vehicle. There should be valid and current RC, Insurance policy, Pollution check certificate, Road permit and other necessary documents as mandated by RTOs where the vehicles are deployed.
- K. The vehicles will be inspected by the authorized representative of IIT Jodhpur before taking in service & the Service Provider undertakes to supply vehicles to the satisfaction of the authorized representative.
- L. The drivers deployed to IIT Jodhpur requirements should be fully conversant with the routes of the surrounding areas. The drivers must wear uniform while on duty, they should be able to understand Hindi & English languages, should take instructions seriously and follow them, should be well mannered, courteous, and should always carry a mobile phone with them. After taking the duty, the drivers are to maintain effective communication with the user and IIT Transport team. In any circumstance, leading to delay or no show, the drivers must inform the user and IIT Jodhpur transport team without fail immediately. In case of violation of the term, a **penalty as per Appendix 'D'** shall be deducted from the bill of the Service Provider.
- M. The contracting Service Provider shall provide the services promptly as per requirement of IIT Jodhpur. Official requirements will be communicated through email from the Institute. The agency/Service Provider shall submit the bills to IIT Jodhpur as per the agreed rates along with duty slips duly signed by the user for payment. The contracting agency/Service Provider should be in a position to supply vehicles even on short notice as and when required.
- N. The rate contract is also intended to be utilized by the IIT Jodhpur community, nevertheless, the payment for hiring not initiated by the Institute will not be paid. The Service Provider will have to settle the payment with the individual or group users separately. IIT Jodhpur shall not be responsible for payments for the services provided by Service Provider directly to the above category on their requests. Nor shall the transport section entertain any mediation.
- O. The successful Service Providers shall display IIT Jodhpur Placard to receive IIT Jodhpur staff / guests / user/ traveler/ officials from the Airport / Railway Station/Bus Station.
- P. The “**Technical bid**” shall contain, duly signed and stamped tender on each & every page including Appendix A to G, all other supporting documents etc.
- Q. Cabs on fixed monthly Km basis from Institute to various places as specified in succeeding paras. Requirement of Cabs on Fixed monthly Km basis. It will be as under: -
- (A) The Service Provider should provide Cabs on fixed monthly Km basis from Institute to various places as specified in succeeding paras. Requirement of Cabs on Fixed monthly Km basis. It will be as under: -

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Part -A				
S. No.	Rate for each vehicle(AC) for first 2,500 kms per month & 12 hrs per day	Model	Quantity (on monthly basis)	Rates (In Rs.) (Inclusive of GST)
1.	ETIOS/Swift D-zire or Equivalent	Model-2020 or newer	One Month	
2.	INNOVA/SCORPIO or Equivalent			
3.	Jeep Bolero or Equivalent			
	Total (1) +(2) +(3) (Inclusive of applicable GST as per Government of India Norms)			

Note The above requirement is tentative. Based on need, IIT Jodhpur will increase or decrease the fleet strength by giving a weeks' notice

PARTB			Rates (In Rs.)
1.	Extra kms beyond 2,500 kms	Per Km	
2.	The extra charges will be given proportionately	Per Hrs	
3.	Rebate offer for running less than 2,500 Kms	Per Km	

1. The rates quoted are inclusive of driver's salary, fuel, maintenance and all applicable taxes & charges. The price quoted shall be fixed till the completion of the contract including the period of extension.
 2. Rebate should not be quoted as Zero/Nil. Any decimal quoted shall be rounded to the nearest rupee.
 3. L-1 will be decided on the lowest price quoted for each category i.e. S.No.1,2 &3 separately of Part A.
 4. L-1 has to accept the lowest rates among the rates quoted by other L1 bidders in Sr. 1, Sr. 2 and highest in Sr. 3 of part B.
- (b) Depending upon the Institute requirement, there will be a need of above mentioned Cabs for outstation duties On Call basis as and when required.

'On Call' Requirements

- (i) Outstation Duties for 250 Km and above (Travelling Cabs)

S No	Type of vehicle	Rates per Km (Inclusive of GST)
(i)	ETIOS/ Swift D'Zire or Equivalent	
(ii)	INNOVA/Scorpio or Equivalent	
(iii)	Honda City or equivalent	
(iv)	Jeep Bolero or Equivalent	
(v)	Mercedes/ Audi and Toyota Fortuner or equivalent	

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(ii) 'On- Call' Local Duties

S No	Type of Vehicle	Rates (Inclusive of GST)					
		10 hrs 150 Kms	08 hrs 120Kms	06 hrs 90 Kms	04 hrs 60 Kms	Extra charges	
						Per hour	Per Km
Cabs							
(i)	ETIOS/ Swift D'Zire or Equivalent						
(ii)	INNOVA/Scorpio or Equivalent						
(iii)	Honda City or equivalent						
(iv)	Jeep Bolero or Equivalent						
(v)	Mercedes/ Audi and Toyota Fortuner or equivalent						

L-1 bidder has to accept the lowest rates among the rates quoted by other L1 bidders in On-Call local duties & On-call outstation duties.

Abnormally low quotes in any component of price bid shall be rejected;

Nature of Duty

- a. **Local Duties.** Duties within 60 Km radius from the Institute Centre (Admin Block) shall be considered as local duties. This includes the following and such other duties: -

Cabs utilized for Railway Station, Airport, Bus Stand, Local Institutions, surrounding villages etc., though not included in above listing shall be considered as local duties.

- b. **Outstation Duties.** This will include Cabs deployed for any Education, Sports, Academic, Central Government sponsored scheme/Project related tour involving Faculty, Staff & Students' movement beyond the radius of 250 Km from the Institute Centre (Admin Block). Outstation duties would imply deployment of additional Cabs other than already scheduled for local duties and being paid for. Double payment (local duty vehicles performing outstation duty) at any costs will not be permitted.

Tender Time Lines. As specified on cover page.

Tender document can be downloaded from the Institute website at URL Link:
<http://www.iitj.ac.in>, <http://eprocure.gov.in>

7. Offers in financial bid should be written in English and price in both figures and words. The offer should be typed without any cutting or overwriting. Use of pencil will not be acceptable. The relevant supporting documents as mentioned or required should be enclosed along with the offer.

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8. Tender(s) received beyond submission date & time, will not be accepted. No Tender will be entertained by E-mail or Fax.
9. **Pre-Bid Meeting:** Pre-bid meeting will be held on 14 July 2022 at 1500 hrs at (S-1) meeting room of Administrative Block (West), IIT Jodhpur. The prospective Service Provider (s) are requested to attend the pre-bid meeting on scheduled date and time. Terms & conditions and any other factor which may affect the contract, shall be opened for discussion/clarifications and wider competition.
10. At any time prior to the deadline for bid(s) submission, the Institute may, for any reason, whether at it's own initiative or in response to a clarification requested by a prospective Service Provider, modify the Tender document by amendment and it will be published on the Institute website.
11. **Technical bid(s) will be opened as per the date and timings specified at Cover Page.**
12. **Date and time of financial bid(s) opening will be decided after technical bid(s)** have been evaluated by the Institute. Financial bid(s) of only those Service Provider (s) will be opened who qualify the technical evaluation on specified date and time.
13. In the event of Tender opening date being declared as a *holiday* for the Institute, the receipt / opening of the tender will be on next working day at the same time& place.
14. The Institute reserves the right to reject any or all Tenders, wholly or partly or close the Tender at any stage prior to award of contract without assigning any reason whatsoever.
15. **Part I (Technical Bid):**The Technical bid will be as per the format attached at **Appendix A**
Eligibility Criteria: IIT Jodhpur has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid. Service Providers having the mentioned minimum eligibility criteria only will be considered for further evaluation. The agencies which fulfill the following criteria shall be eligible to apply: -

S. no.	Criterion	Documents to be provided
a.	The bidder shall be a firm/company/partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and Partnership Deed. (As the case may be)
b.	Bidder should be registered with Income Tax and Goods & Service Tax departments	a. Attested copy of PAN/GIR Card b. Attested copy of Goods & Service Tax registration certificate

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c.	<p><u>Debarring/Blacklisting:</u> Service Provider should not have been <u>debarred or blacklisted</u> by any Central / State Governments Departments. An affidavit to that effect on <u>Non-Judicial Stamp Paper of Rs 100/-</u> duly Notarized shall be enclosed <u>with the Technical Bids.(Refer Appendix C)</u></p>	<p>An affidavit to that effect on <u>Non-Judicial Stamp Paper of Rs 100/-</u> duly Notarized shall be enclosed <u>with the Technical Bids.(Refer Appendix C)</u></p>
d.	<p><u>Annual Turnover:</u> - Tenderer's turnover for <u>last three financial years</u> (FY 2018-2019, FY 2019-2020, FY 2020-2021) should not be less than <u>Rs. 4,25,000</u> (Rupees Four Lakh Twenty-Five Thousand) each. Financial statements with net profit duly audited / certified by Chartered Accountant (CA) with UDIN number for last three years along with copies of Income Tax Returns (ITR), must be enclosed with Technical Bids.</p>	<p>Financial statements <u>last three financial years</u> (FY 2018-2019, FY 2019-2020, FY 2020-2021) with net profit duly audited / certified by Chartered Accountant (CA) with UDIN number for last three years along with copies of Income Tax Returns (ITR).</p>
e.	<p><u>Registered Transporter(s):</u>Service Provider should have valid registration and license under relevant statutes such as Labor License, ESIC & EPFO, if applicable.</p>	<p>Registration documents for Labor Labor License, EPFO,ESIC, if applicable</p>
f.	<p>The tenderer should have at least Three (03) years' experience in providing transportation services of cabs and must have worked with any Academic Institution/ Central / State Government Organization / PSU / Public Listed Company. Relevant experience certificate should be attached with Tender documents.</p>	<p>Copy of Work Orders /Agreements for the award of work / service.</p>
g.	<p>3 Successfully completed works of providing vehicles on monthly rate basis/rate contract, as on the date of tender opening. This must include the most recently completed work.</p>	<p>Satisfactory Work Completion Certificates of the work, along-with verifiable contact details of certifying authority. The reference will be contacted to verify the certificate and quality of service.</p>

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h.	The bidder should have a registered Office for providing services in Rajasthan under relevant establishment of shop laws.	Relevant document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI). Or in case the bidders are presently not having office at above mentioned location then they should provide an undertaking to open a registered office within 30 days of award of contract be provided within the stipulated time.
i.	In case the bidder has provided service to IIT Jodhpur in the past, the service should be satisfactorily completed.	A certificate of satisfactory service completion from competent authority of IIT Jodhpur must be attached, if applicable .
j.	Service Provider should accept all the tender conditions unconditionally and sign all the pages of the tender document to this effect. The bidder shall specify an authorized representative with written power of attorney of the signatory of the bid to commit the bidder.	All the pages of the tender document should be signed by the bidder. Power of attorney / authorization along with Name, contact details and designation of the representative, duly signed by the proprietor / all the partners / the board (as the case may be) must be submitted along with the technical bid.
k.	Past Experience of Similar Services: The bidder must have successfully executed / completed at least one single order of at least 80 % of the Estimated Bid Value or 2 orders each of at least 50 % of the Estimated Bid Value or 3 orders each of at least 40 % of the Estimated Bid Value for similar service(s) in last three years to any Academic Institute/ Central / State Government Organization / PSU / Public Listed Company;	Copies of contracts / work orders along with documentary evidence of successful execution / completion in support of Past Experience of Similar Services from the client(s) giving names, address and contact details of clients shall be submitted with the bid for verification by the Buyer
l.	<u>Ownership of Vehicles:</u> Tenderer should have the capability to provide specified	The copy of Vehicle Registration Certificate (RC), Insurance

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	Nos. of Cabs and other vehicles as mentioned-above for the Institute. All vehicles should be on the name of Tenderer / proprietor or consortium be formed.	Certificate etc. must be enclosed with technical bid.
m.	The vehicles supplied by the parties should be authorized by R.T.O. to run on hire basis with all necessary documents as per statutory rules of Motor Vehicle Act.	Authorization from RTO to run on hire basis with all necessary documents as per statutory rules of Motor Vehicle Act
n.	<u>Acceptance of Terms & Conditions.</u>	The Service Provider shall submit one copy of the Tender document and addenda, if any, with each page signed and stamped as a proof to confirm the acceptance of entire Terms & Conditions

16. Empanelment of Service Providers:

- i. The Institute may empanel a minimum of two or more agencies in addition to the lowest bidder (L-1) on their written consent to work at the rates of lowest bidder;
- ii. The empanelled agency shall have to enter into a contract with the institute separately and individually by formal signing of the agreement and this will be effective from the date of award;
- iii. All empanelled firms shall have to submit performance Security as mentioned in the tender document, at the time of award. The Institute reserves the right to assign full or part of work for Supply of vehicles to one or more agencies as per requirement;
- iv. The L-1 rates for each travel package, extra hour, extra km separately for each category of vehicles will be identified. The L1 rates shall be decided on the basis of the lowest rate offered for each travel package, extra hour, extra km, etc. separately for each category of vehicles.
- v. Bidders quoting L1 rate will be automatically empanelled for respective categories. Bidders quoting L2, L3, and L4 rates will be offered to match L1 rates. On receiving their willingness to match L1 rates and request for empanelment, the bidders will be empanelled for respective travel package under corresponding category of vehicle;
- vi. Total number of empanelled vendors shall not exceed 4 (four) for any travel package under corresponding category of vehicle. L5, L6 as above will only be offered to match L1 rates, in the event of anybody amongst (L2, L3, L4) vendors are unwilling to be empanelled. In case of less than 4 bidders, all bidders willing to match L1 rates will be empanelled;
- vii. All bidders desirous to be empanelled by matching L1 rates will have to submit their willingness in writing within 7 working days of discovery of L1 rates. The institute shall issue a 'Letter of Empanelment' to the Bidders quoting L1 rates in various categories and all other vendors willing to match L1 rates and wishing to empanel;
- viii. This being a rate contract, purely aims at fixing rates. It does not guarantee or promise work or specify quantity of vehicles required. In addition to official

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requirement, the rate contract is also expected to cater to personal requirements of IIT Jodhpur community. IIT Jodhpur reserves the right to assign work to empanelled firms on 'as on' required basis;

- ix. The bidders are required to quote their most competitive rates after considering the scope of work and scope of service fulfilling all the tender terms; &
 - x. There should be no ambiguity in the quoted rates and the rates must be quoted strictly as per the price bid format. Conditional offer or the proposal not furnished in the format attached at Appendix 'B' shall be considered non-responsive and is / are liable to be rejected
17. **Rejections** The bid of any Service Provider who has not complied with the eligibility conditions and / or fails to submit the documents as required / or mentioned in tender document are liable to be summarily rejected.
 18. **Abnormally low quotes in any component of price bid shall be rejected;**
 19. The Institute reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to award of contract without assigning any reason whatsoever.
 20. **Validity:** Quoted rates will be valid for a period of 180 days from the stipulated last submission date of Tender. **The overall offer for the assignment and Service Provider (s) quoted price shall remain unchanged during the period of validity.** In case the Service Provider (s) withdraws his offer during the validity period, the Performance Bank Guarantee deposited by him shall be forfeited without assigning any reason. The Service Provider (s) should be ready to extend the validity, if required.
 21. **Tender Preparation Cost.** The Service Provider shall solely bear all costs associated with preparation and submission of the bid. The Institute shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case, such costs shall be reimbursed by the Institute.
 22. **Tender Evaluation.** The Institute will evaluate all the proposals to determine whether these are complete in all respects as specified in the Tender document. Evaluation of the proposals shall be done in two stages as:
 - (a) **Stage - I (Technical Evaluation):**
 - (i) The Institute shall evaluate the technical bid(s) to determine, whether they qualify the essential eligibility criteria, has submitted & no computational errors have been made, all documents have been properly signed & stamped and submitted.
 - (ii) After evaluation of Technical Bid(s), a list of qualifying Tenderer(s) shall be made.
 - (b) **Stage - II (Financial Evaluation) The financial bid(s) shall be evaluated on basis of the total monthly cost for 2500Kms for each Cab and extra rate per kilometer (Km) as quoted by the Service Provider (s).**
23. **Award of Contract.**

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After due evaluation of Financial Bid(s), the Institute will prepare list of qualified Service Providers for Transportation Service (Cabs) at the lowest quoted rates (hereinafter referred to as the "Contractor") and issue a work order.

24. Performance Security Deposit (PSD).

Performance Security: On receipt of our Work/Service order, the Service Provider will deposit 03% of the value of the Work/Service order as Performance Security within 15 days of receipt of work order valid for a period of 60 days beyond the date of completion of contract period, which is to be renewed from time to time as per further renewals/amendment of the contract, if applicable. No interest will be payable on such Deposit and the amount will be refunded on successful completion of the event after fulfilling all obligations as per this document;

Failure to comply with requirements of any of the above clauses shall constitute sufficient grounds for annulment of contract award and forfeiture of PSD.

TERMS & CONDITIONS

25. Terms and Conditions will be applicable as under: -

- (i) Provision of commercial vehicles with licensed drivers, registered Commercial vehicles on Hiring basis for running for IIT, Jodhpur.
- (ii) IIT, Jodhpur reserves the right to increase or decrease the required quantity of services without any changes in hiring charges of the offered quantity or other terms & conditions at the time of award of contract or at any time during the currency of the contract. IIT, Jodhpur also reserves the right to call for change in make / model of equivalent categories without any changes on any of the terms & conditions at the time of award of contract or at any time during the currency of the contract
- (iii) Extra charges should be quoted to cater for the instances of vehicle running extra Kms over 2500 kms in a month or extra hours over 12 hours on a single day. The cost of fuel and other charges shall be included in these rates for extra plying. Nothing extra shall be paid if vehicle is used outside the campus but within 2500 Kms limit. Similarly, nothing extra shall be paid if vehicle is used within the campus in night but within 12 hours single day limit.
- (iv) The Contractors needs to provide Cabs as per scope mentioned above from time to time from IIT Jodhpur campus to various places as per the schedule given by Institute on monthly basis.
- (v) All Cabs sent for services should be in excellent roadworthy and functional condition, **should be of 2020** or newer model, with good interiors, accident free and fully insured, including the third party. Fitness certificate issued by Regional

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Transport Office (RTO) will be submitted at the Institute. Vehicle registered in Rajasthan, preferably in Jodhpur will be preferred.

- (vi) Only inspected and approved Cabs will be sent for duty on regular basis. Cab sent as replacement / standby will also be subjected to inspection and approval. Institute reserves the right to inspect all / any Cab at any time during the trip. **If it is found that transport services and/ or drivers' conduct & behavior, punctuality, dress code, past history and driving skills are not up-to the mark, a penalty of at least Rs 2,000/- (Rupees two thousand only) per day per Cab/driver will be imposed.**
- (vii) The cost of any repair & maintenance of vehicles deployed will be borne by the Tenderer & the Institute shall not bear any cost for repair & maintenance of the vehicles.
- (viii) The Service Provider shall ensure that all Cabs and drivers have proper valid documents to include Registration Certificate (RC), Insurance Papers, Vehicle Driving License, Pollution Under Control Certificate (PUC) and Log book. No other Cab should be operating/plying elsewhere with the same Registration No (RC) as provided to IIT Jodhpur. Heavy penalty amounting not less than Rs 25,000/- (Rupees Twenty-Five Thousand only) shall be imposed on the Service Provider for any violation taking place on this clause. Contractors shall provide police verification report of the Drivers deployed and none from criminal background be allowed to enter the Campus.
- (ix) The Cabs sent for duty will have neat and hygienic seat covers, curtains, fire extinguisher units, first aid box with unexpired medicines.
- (x) **No dead mileage will be paid by Institute for reporting / return of Cabs to or from place of duty. The payment will be made as per actual Km covered during the month, when over- utilised.**
- (xi) **Parking of the deployed vehicles will be provided within the Campus.**
- (xii) **Proper log book of each vehicle deployed to be maintained by the tenderer & produce the said log books as & when required.**
- (xiii) Drivers sent with Cabs should have a valid commercial driving license and they must be regular employees of the Service Provider. All drivers must be Police verified, physically and mentally fit for services and not be older than 60 years of age. **Medical fitness certificate from Office of Chief Medical & Health Officer(CMHO)** in r/o each Driver be attached. If any driver is found unfit or their behavior is not satisfactory, the Institute reserves the right to ask the Service Provider to replace the Driver immediately.
- (xiv) Drivers must be in proper **Uniform.**

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- (xv) In case of any additional Cabs required during the contract period, the same has to be provided at contract rate. Similarly, the **Institute reserves the right to reduce the number of Cabs during the vacation period and other occasions, if necessary. Additional Cabs required for out station duties shall be provided by the contractor on quoted rates.**
- (xvi) **Transport Supervisor** to be appointed by the Service Provider for necessary coordination with the Institute.
- (xvii) In case of any delays / breakdown / non-reporting of Cabs, the information should immediately be passed on to the "Authorized Person" appointed by Institute and suitable replacement be arranged as early as possible. The Transport Supervisor appointed by the Service Provider will be accountable to the authorized person appointed by Institute. The vehicle will be spared for maintenance only once a month preferably on Sunday/Holiday with suitable relief.
- (xviii) **The Drivers will be police verified and must wear proper Uniform during duty provided by the Service Provider at it's own cost.**
- (xix) The Service Provider must ensure that drivers are not under the influence of alcohol or other intoxicants while performing their duties for the Institute. **Smoking, Playing Cards, Chewing Tobacco, using Mobile while driving are strictly prohibited inside Cabs.** The Contractor shall ensure that such personnel do not play cards, indulge in gambling, or other antisocial activities during duty hours. Such activities are prohibited in Institute Complex even after duty hours. Any violation of the term may attract a penalty and removal from service. They shall **not use un-parliamentary inappropriate language.**
- (xx) The Service Provider shall be solely responsible for accidents or any untoward incident. Institute will not be responsible for any litigation whatsoever under any circumstances.
- (xxi) **The Service Provider shall not deploy any driver below eighteen years of age and without a valid Driving License.** The Service Provider shall comply with all statutory regulations related to the business. Institute shall not be responsible for any liability in this regard for any fault of the Service Provider.
- (xxii) The operation and function of vehicles and drivers shall be governed by Motor Vehicles Act and shall be the responsibility of the Service Provider. Any violation of traffic rules can invite penalty.

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- (xxiii) *Request for fuel price revision will be entertained and compensated only, if the price of fuel increases beyond 15%. Similarly, if fuel price falls below 15% of the quoted price, the same benefit will be passed on to the Institute. Every 15% increase or decrease in fuel price will lead to a corresponding 5% increase or decrease in quoted prices in each aforementioned categories (Fixed monthly, On-Call (local & Outstation duties);*
- (xxiv) The Service Provider is required to maintain a daily logbook for the movement of Cabs on duty and the logbook must be verified by the authorized person and whenever advised, by the Institute. Payment for extra time or night stay shall be made after obtaining sanction of the Competent Authority.
- (xxv) The Institute reserves the right to terminate the contract by giving 30 days' Notice and without assigning any reason whatsoever.
- (xxvi) The contracting agency/firm/company shall provide the services continuously as per the contract terms. In case of non-satisfactory services, discontinuation of services during the currency of contract, breach of contract terms and conditions and non-compliance of the relevant regulations, the agency shall be liable for necessary legal action, forfeiture of performance bank guarantee and blacklisting;
- (xxvii) The drivers deployed to IIT Jodhpur requirements should be fully conversant with the routes of Jodhpur and the surrounding areas. The drivers must wear uniform while on duty, they should be able to understand Hindi & English languages, should take instructions seriously and follow them. Should be well mannered, courteous, and should always carry a mobile phone with them. After taking the duty, the drivers are to maintain effective communication with the user and IIT Transport team. In any circumstance, leading to delay or no show, the drivers must inform the user and IIT Jodhpur transport team without fail immediately. In case of violation of the term, a penalty as per Appendix 'D' shall be deducted from the bill of the agency / firm / company.
- (xxviii) The contractor shall not disburse salary of firm's employees in Cash. It shall be through Digitized mode only. EPF, ESI and Salary Account in r/o each employee is mandatory, if applicable. Labour laws shall be followed. Drivers Insurance should be done separately by the Service Provider.
- (xxix) In case, the condition of vehicle is found unsatisfactory, it shall be returned for immediate replacement is provided in time, the authority shall have the right to hire a vehicle from the market and additional cost incurred by the authority shall be borne by the agency.
- (xxx) The agency will be liable to provide vehicles during office hours, beyond office hours on all working days. The agency shall also have to provide the vehicles in Sundays as well as other public holidays as and when required by the authority.

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(xxxi) IIT, Jodhpur may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

(xxxii) IIT, Jodhpur may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts.

(a.) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by IIT, Jodhpur.

(b) If the contractor fails to perform any other obligation(s) under the contract.

(xxx) IIT, Jodhpur may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.

(xxxiii) IIT, Jodhpur may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

26. Following will be the duties of drivers deployed with the vehicles

1. The drivers of the vehicles being hired on monthly basis must be from in and around Jodhpur.
2. The drivers of the vehicles shall possess valid driving license.
3. The drivers should be well experienced, well mannered, polite, disciplined and should have unblemished record in safe driving.
4. The drivers of the vehicles should have full knowledge of local city, state and national highways and traffic rules.
5. Drivers (Car) reporting at Airport/Railway Station for pick-up duties shall display placards for helping employees and guests to identify them.
6. It shall be the responsibility of drivers to get the log sheets regularly and accurately filled in by the users i.e. reporting, starting & ending time, opening & closing Km reading, starting & ending destinations, users signature and submitting the log sheets on the next day before 10.00 am regularly at IIT Jodhpur.
7. The agency / Service Provider should ensure that sufficient cash is available with the drivers to cover essential contingent expenditure viz. refilling of fuel, urgent repairs, toll charges etc. and should carry with them related RTO/Insurance papers, RTO regulatory matters relating to the registration of vehicles etc., fitness certificate of the vehicles, valid driving license etc.
8. IIT Jodhpur is a total tobacco and alcohol free campus hence drivers of the vehicles should not be smoking, chewing of tobacco products etc. while on duty. No prohibited items such as explosives, liquor, drugs etc. should be carried in the vehicles.
9. In case, the driver of the vehicle does not discharge his duties or commits any misconduct or offence, he shall be replaced immediately by the agency / Service Provider.
10. Drivers must strictly follow the speed limits and traffic rules. The Driver of the

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vehicle deputed by the Agency/Service Provider should get police verification/clearance. A copy of such clearance shall be submitted to the IIT Jodhpur in advance.

1. The drivers of these vehicles should behave in decent manner with the students of IIT Jodhpur and should have courteous behavior.
2. The driver(s) of these vehicles should maintain trip sheets for the hired vehicles and should perform the duty instructions given by the IIT Jodhpur official.
3. The drivers of vehicles should possess valid transport driving license and should have a minimum experience of 3 years apart from having good health / eye vision.
4. In case of accident etc. IIT Jodhpur has no responsibility whatsoever towards Police/RTA, court of law, injured parties, damages to the vehicle or property or any claim made for the loss etc. All these are entirely the contractor's responsibility.
27. **Payment Schedule.** Payment requests for monthly bills are to be submitted by the Contractor during the first week of the following month. Payment shall be released within fifteen days from the date of bills' verification subject to accurate preparation of Bills and satisfactory performance of duties as per the contract.
28. **Extension Clause.** Duration of the Contract will be initially for 01 (One) year extendable annually based on the performance. Based on Satisfactory Service and Mutually agreed Terms & Conditions, may be further extended beyond 02 years.
29. **Special conditions of contract:**
 - a. Necessary permit from RTO agencies should be obtained and responsibility lies on the party to pay road tax, insurance etc., in time.
 - b. Mere awarding the contract does not entitle you to demand for engaging the vehicles from the parties. IIT Jodhpur reserves the right to split the work order and issue the work order for more than one party to different empanelled Service Provider(s).
 - c. IIT Jodhpur will not bear any cost towards operation, repair, maintenance, fuel and oil replenishing, servicing, wages of the drivers, garage fee etc., and the complete liability in such cases will be that of the Service Provider as prescribed by RTO, Rajasthan from time to time. It is party's responsibility for safe parking of their vehicles either at their office or at their convenient place. Necessary taxes including Road Tax to be paid by the Service Provider. The Service Provider has to maintain the vehicles in good condition for attending repairs and up-keeping the vehicles in neat & tidy condition for day to day operation.
 - d. In case of accidents, the complete responsibility lies with the contractor for risk coverage, legal implications like obtaining the clearance from police and RTO authorities etc.
 - e. The Service Provider should be in a position to replace the vehicle in case of

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- any failure of vehicle immediately. No dead mileage will be allowed.
- f. Bills should be raised in triplicate after completion of calendar month and submit to IIT Jodhpur for further processing. Payment will be made within 20 days from the date of receipt of the bills in IIT Jodhpur.
 - g. The vehicle supplied should possess comprehensive insurance policy.
 - h. In case the vehicle on monthly deployment at IIT Jodhpur is under repair or replaced for any other reason, the replaced vehicle should also fulfill the entire requirement mentioned in this tender document.
 - i. Time and Kilometer will be calculated from duty reporting point to the point of destination. No dead mileage shall be allowed.
 - j. The contracting agency/Service Provider shall provide immediate replacement for the breakdown vehicle with same/equivalent type of vehicle within 30 minutes from the receipt of information of such breakdown. On failure to do so, no payment will be made, for such trip.
 - k. The successful Service Provider(s) shall assign a supervisor/coordinator who shall be responsible for immediate interaction with IIT Jodhpur so that optimal services could be availed without any disruption. The supervisor/coordinator should be available round the clock on his own direct/mobile telephone so as to respond to the call in emergencies. The supervisor/coordinator should be accessible on holidays / Sundays also for meeting IIT Jodhpur vehicle requirements.
 - l. In case contracting Service Provider(s) provides vehicle which is of higher class than the demanded type, payment will be regulated as per the demanded type of vehicle. Vehicle of lower class than the demanded type of vehicle shall not be accepted.
 - m. It shall be the responsibility of the Service Provider to meet transportation, food, medical and any other requirements in respect of the drivers engaged by it and IIT Jodhpur shall have no liabilities in this regard.
 - n. The contract will be initially for a period of one year which may be renewed on negotiated terms & conditions annually for further period of two year (one year at a time) by Indian Institute of Technology Jodhpur depending on requirement of the Institute and performance of the Service Provider.
 - o. The vehicles supplied should be preferably in the name of the Tenderer. The year of manufacture of the vehicles must be 2020 or later only to be supplied.
 - p. IIT Jodhpur reserves the right to split the vehicle requirement among two or more Service Providers/contractors for the same period or any part thereof.
 - q. The contractor should invariably send SMS message to the vehicle reporting officer's mobile number giving the details of vehicle registration number, name of the driver, driver mobile number and vehicle reporting time.
 - r. Any deviation/violation or breach of the said terms and conditions will be viewed seriously and the contract will be terminated without prior notice.
 - s. IIT Jodhpur reserves the right to accept or reject any tender or part of any tender or all tenders without assigning any reason thereof, irrespective of the fact whether the tender is the lowest or not. IIT Jodhpur reserves the right to send counter offers to the Service Provider responded for the category and place the orders on multiple Service Providers for the same categories and for same type of vehicles.
 - t. In case any contractor refuses to supply vehicles ordered by IIT Jodhpur, it will be viewed seriously and contract will be terminated without giving any notice.
 - u. All the vehicles should report in time at the places advised by the IIT Jodhpur. Any

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- delay will be viewed as serious deficit of service and action taken accordingly.
- v. Mere awarding the contract does not entitle you to demand engaging the vehicles from the parties. IIT Jodhpur reserves the right to split the work order for more than one party.
 - w. Covid-19 Instructions and protocol shall be strictly adhered and always followed.
 - x. In case of failure of the contracted vehicle a suitable substitute vehicle of same type and seating capacity should be deployed immediately. No payment will be made for the idle time when vehicle is unfit to ply. In case the contractor fails to send suitable substitute vehicle, IIT Jodhpur reserves its right to arrange vehicles at the cost of the contractor and the cost of alternate arrangements will be deducted from the running bills besides fine/penalty.
 - y. Vehicles deployed should be in good running condition and should have taxi registration, current comprehensive insurance and road tax coverage, permit, fitness and driving license with badge of driver etc.
 - z. Contractor should keep the vehicles in neat, clean and good running condition with seat cloth covers, which should be replaced with another set of washed covers once in a week. The contractor should carry out the periodical maintenance of the vehicles supplied and ensure them always in good condition.
 - aa. All payments towards fuel, lubricants, repairs, insurance, taxes etc. and any other expenditure related to vehicles is the Service Provider's sole responsibility. Similarly, all payments to the drivers towards their salary, overtime, bhatta etc. is also the Service Provider's responsibility.
 - bb. Income tax/surcharge will be recovered at source as per IT rules in force from time to time. The contractor shall furnish their PAN number to IIT Jodhpur.
 - cc. The Travel Agency should be registered with central excise department for payment of service tax and the contractor should furnish the 15 digits service tax code number obtained from central excise department.
 - dd. Payment will be made once in a month on submission of bills in triplicate. Bills are to be submitted on or before 5th of every month and the payment will be released on or before 30th of the month.
 - ee. The Transport contractor should comply and maintain all registers and records under Motor Transport Workers Act 1961 and rules made there under including other statutory obligations applicable to him/them as Transport Contractor.
 - ff. The bid should be signed in all pages only by the duly authorized signatory (ies) of the entity. The person(s) authorized to sign the Tender shall sign on all the pages of the Tender and other documents which are required to be submitted.
 - gg. The Financial Bid will be opened only for those Service Providers who have qualified upon evaluation of their technical bids.
 - hh. Rates quoted: The rates quoted by the Service Providers shall be deemed to include all expenses etc. whatsoever that the agency / Service Provider may be required to incur, except GST. However, in case of interstate journey, the toll tax / RTO tax paid at the check post while entering into the limit of the other state shall be reimbursed on actual basis on production of original receipt, Parking charges at Airport/ Railway Station toll charges shall be reimbursed on actual basis on production of original receipt and the same should be claimed in the regular monthly bill. The Institute reserves the right to verify the authenticity of claims pertaining to parking slips/ Toll charges and if the same is not found genuine, no payment shall be made / if already made, the same will be recovered.

30. **Payments:**

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- i. The agency / Service Provider / company shall be paid monthly after receipt of bill along with monthly statement of service. All bills should be supported by daily vehicle usage log sheets duly signed by users and/ or Representative of IIT Jodhpur.
- ii. No claim for interest will be entertained by the Institute in respect of any payments/ deposits which will be held with IIT Jodhpur due to dispute between the institute and agency / Service Provider due to administrative delay for the reasons beyond the control of IIT Jodhpur.
- iii. As per the Govt. regulation, taxes at the applicable rate will be deducted at source from the bills of the agency / Service Provider. Necessary TDS certificate will be issued by IIT Jodhpur.
- iv. If tender terms are not adhered to or there are unauthorized deviations from the required documents, the bill submitted is liable to be returned without payment.
31. **Penalty Clause:** Penalty shall be levied for shortfall in service as per **Appendix 'D'**. The penalty amount shall be deducted from the bill / PBG. The competent authority at IIT Jodhpur reserves the right to award such penalty and the decision shall be final and binding on both the parties.
32. **Termination:** - The Institute may, without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts in the event of the following: -
 - i. If Contractor fails to arrange supply of any or all of the vehicles within the period(s) specified in the contract or any extension granted by the Campus. If the Contractor fails to perform any other obligation(s) under the contract.
 - ii. In the event after giving a warning to the Driver, still the Driver is not answering the phone of controlling officer, made a trip without informing controlling officer, not being in a presentable dress, not behaving properly, engaging in a rash or unsafe driving, the Institute shall have right to expel or discontinue his services or penalty will impose.
33. **FALL CLAUSE:** In case Service Provider extend the bus services to any other party or any Organizations at lesser rates than the rates as per this order with same terms and conditions, the same rates shall be extended to us also.
34. **DISPUTES & SETTLEMENT:** All disputes arising out of this contract shall to the extent possible, be settled amicably.
35. IIT Jodhpur reserves the right to hire buses/ cars from other sources also in the exigencies of work notwithstanding the existence of this contract.
36. In case of any strike or Bandh, civil commotions and other disturbances, the contractor shall make earnest efforts for plying the vehicles as usual and if any problem arises, the same should be intimated to IIT Jodhpur immediately and follow their instructions.
37. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, IIT, Jodhpur shall have no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
38. The contractor shall when called upon to do so, place at the disposal of IIT, Jodhpur such number of vehicles as may be required although the number of

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vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 25% of engaged vehicle at that point of time.

39. IIT, Jodhpur reserves right to counter offer price to any of the prospective contractors against price quoted by the bidder.

40. **Arbitration:**

(a) In case of any dispute or difference arising out of or in connection with the tender conditions, work order and contract, the Institute and the contractor will address the dispute/difference for a mutual resolution failing which, the matter shall be referred for Arbitration to a sole Arbitrator to be appointed by the Institute.

(b) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the venue of Arbitration shall be Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties.

41. **Jurisdiction.** The courts at Jodhpur alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender/contract. It is specifically agreed that no court outside and other than Jodhpur court shall have jurisdiction in the matter.

42. **Force Majeure:** Any delay due to Force Majeure will not be attributable to the Tenderer. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Tenderer or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7(seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Tenderer for a period exceeding a continuous period of 7 (seven) days.

43. **Clarification:**

(a) The prospective tenderers requiring any clarification regarding the tender document are requested to contact **Store & Purchase Telephone: 0291-280 1101**. At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the

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tender document by amendment.

(b) The amendment will be published on the Institute website. In order to afford the prospective tenderers a reasonable time to take the amendment into account in preparing their bid, the Institute may, at its discretion, extend the deadline for the submission of the Tender.

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Tender for of Transportation Services (Cabs)

Technical Bid

1. **Name of the Bidder:** _____
2. **Address of the Bidder:** _____
3. **Contact Details of the Bidder:** _____
(a) **Tele No with STD (O)** _____ **(Fax)** _____ **(R)** _____
(b) **Mobile No** _____ (c) **E-mail** _____ (d) **Website** _____
4. **Name of Proprietor/Partners/Directors of the Firm/Agency:** _____
5. **Bidder's Bank details with Branch and his Current Account number with IFSC Code**

6. Registration and Incorporation particulars of the Bidder indicating legal status such as Company, Partnership / Proprietorship concern, etc(Attach copies of the relevant Regn. documents/certificates).
7. GST, PAN, Excise Duty/TIN, etc Registration details (Attach copies of the relevant Regn. documents/certificates).
8. EPFO & ESIC Registration details, if applicable (Attach copies of the relevant Regn Documents/Certificates, if applicable).
9. Proof of experience in supplying vehicles to Academic Institute/ Central / State Government Organization / PSU / Public Listed Company (Copies of two latest satisfactory work completion certificates to be enclosed).
10. Copies of Income Tax Returns (ITR) filed for last three years (FY 2018-2019, FY2019-2020 & FY 2020-2021) should be attached.

Annual Turnover of the Tenderer. **Annual Turnover** Tenderer's turnover for **last three financial years** (FY 2018-2019, FY 2019-2020, FY 2020-2021) should not be less than

Rs 4,25,000 (Rupees Four Lakh Twenty-Five Thousand only) each. Financial statements with net profit duly audited / certified by Chartered Accountant (CA) with UDIN Number for last three years along with copies of Income Tax Returns, must be enclosed with Technical Bids.

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9. Declaration regarding non-blacklisting or otherwise by the Govt Departments as given in **Appendix C** on Non-Judicial Stamp Paper of Rs 100/- duly Notarized.

10. The Tender document (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed.

11. **Details of Vehicles:** -

(a) Vehicle Model: - _____

(b) Copy of Registration Certificate vehicle (write particular and attach copy)

(c) Copy of Vehicle Insurance Certificate

(d) Certificate from the authorized dealer that the Cabs being offered are not accident vehicle. (Give Registration No, Vehicle Chassis No of each Cab in the Certificate)

(e) **Drivers License** License No.with renewal date and attach Copies.

(f) **Drivers Education Qualification** Attach copy of certificates showing education and age attained by the Drivers along with Police Verification Certificate.

(g) **Matrix Sheet** Submit details of cab drivers within 30 days of issue of work order and same should be not changed at least for one semester.

Note: Rates are inclusive of all Taxes, levies, and shall be paid as per actual. “Discount” or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

Signature of the Tenderer with seal & date

Empanelment of Service Providers for Transportation Services (Cabs)

Financial Bids

1. Monthly Requirements

Part -A				
S. No.	Rate for each vehicle(AC) for first 2,500 kms per month & 12 hrs per day	Model	Quantity (on monthly basis)	Rates (In Rs.) (Inclusive of GST)
1.	ETIOS/Swift D-zire or Equivalent	Model - 2020 or newer	One Month	
2.	INNOVA/SCORPIO or Equivalent			
3.	Jeep Bolero or Equivalent			
	Total (1) +(2) +(3) (Inclusive of applicable GST as per Government of India Norms)			

Note The above requirement is tentative. Based on need, IIT Jodhpur will increase or decrease the fleet strength by giving a weeks' notice.

PARTB			Rates (In Rs.)
1.	Extra kms beyond 2,500 kms	Per Km	
2.	The extra charges will be given proportionately	Per Hrs	
3.	Rebate offer for running less than 2,500 Kms	Per Km	

- The rates quoted are inclusive of driver's salary, fuel, maintenance and all applicable taxes & charges. The price quoted shall be fixed till the completion of the contract including the period of extension.
- Rebate should not be quoted as Zero/Nil. Any decimal quoted shall be rounded to the nearest rupee.
- L-1 will be decided on the lowest price quoted for each category i.e. S.No.1, 2 &3 separately of Part A.
- L-1 has to accept the lowest rates among the rates quoted by other L1 bidders in Sr. 1, Sr. 2 and highest in Sr. 3 of part B.

2. On Call Requirements

(a) Outstation Duties for 250 Km and above

S No	Type of vehicle	Rates per Km(Inclusive of GST)
(i)	ETIOS/ Swift D'Zire or Equivalent	
(ii)	INNOVA/Scorpio or Equivalent	
(iii)	Honda City or equivalent	
(iv)	Jeep Bolero or Equivalent	
(v)	Mercedes/ Audi and Toyota Fortuner or equivalent	

Signature of the Tenderer with seal & date

(b) Local Duties

S No	Type of Vehicle	Rates For(Inclusive of GST)					
		10 hrs 150 Kms	08 hrs 120Kms	06 hrs 90Kms	04 hrs 60Kms	Extra charges	
						Per hour	Per Km
(i)	ETIOS/ Swift D'Zire or Equivalent						
(ii)	INNOVA/Scorpio or Equivalent						
(iii)	Honda City or equivalent						
(iv)	Jeep Bolero or Equivalent						
(v)	Mercedes/ Audi and Toyota Fortuner or equivalent						

1. L-1 bidder has to accept the lowest rates among the rates quoted by other L1 bidders in On-Call local duties & On-call outstation duties.

Notes

- (a) Abnormally low quotes in any component of price bid shall be rejected;
(b) No other charges would be payable by Institute. Above rates are Inclusive of ALL Taxes &
(c) Night halt charges will be paid after obtaining sanction from Competent Authority.

Signature of the Tenderer with seal & date

TENDER FOR HIRING OF TRANSPORTATION SERVICES(Cabs)

Declaration Regarding Blacklisting / Debarring For Taking Part in Tender.

(To be executed & attested by Public Notary / Executive Magistrate on Rs.100/- non judicial Stamp paper by the Tenderer)

1. I / We _____ (Tenderer) hereby declare that the firm / agency namely M/s._____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

(Or)

2. I / We _____ (Tenderer) hereby declare that the Firm / agency namely M/s._____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years wef _____ to

_____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

3. In case the above information is found false I/We are fully aware that the tender / contract will be rejected / canceled by Director, IIT Jodhpur and performance security shall be forfeited.

4. In addition to the above, Director, IIT Jodhpur, will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name _____

Signature of the Tenderer with seal & date

Appendix 'D'

Penalties / Fine for non-compliance Penalties / Fine for non-compliance (In case of violation/s, the penalty will be deducted out of bill / security deposit of Contractor)

1.	Driver denying duty without sufficient notice (30 Minutes before the pickup time).	Rs 1,000/- per instance
2.	Driver late for duty or service on more than one occasion.	Rs 500/- per occurrence
3.	Driver not in uniform on more than two occasions.	Rs.500/- per day
4.	Vehicle not matching the institute requirement.	Rs.500/- per occasion
5.	Breakdown due to fuel run out.	Rs.500/- per instance
6.	Failure to provide alternate vehicle within 30 Minutes of information in all cases.	Rs.500/-per hour of delay, up-to Rs. 1000/- per instance
7.	Instances of any tempering of Odometer	Non-payment of bill for the particular month and other penalty as decided by the Competent Authority
8.	Misbehavior/Misconduct of drivers per instance	Rs.1,000/-
9.	Drink and driving	Rs.2,000/- per instance
10.	Rash driving	Rs.500/- per instance
11.	Driver not following speed limits / traffic rules / safety measures, more than 3 complaints	Rs.500/- per instance

Signature of the Tenderer with seal & date

Declaration for Submission Performance Security Deposit (PSD)

I/we certify that If I/we withdraw or modify our bids during the period of validity, or if awarded the contract to us and I/we fails to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified by the Institute from being eligible to submit Bids for contracts with the entity that invited the Bids.

Signature of Authorized Signatory

.....
.....

Signature of the Tenderer with seal & date

Name of Signatory Designation with seal

EMD submission undertaking

Appendix 'F'

(The bidder will also upload the scanned copy of receipt of deposition of Earnest Money.)

“The physical EMD (Earnest Money Deposit) of Rs. 25,000 /- (Twenty-Five Thousand) in favor of The Director- IIT Jodhpur shall be deposited by me / us with the Authority inviting the tender, in case I / we become the lowest tenderer, within a week of the opening of financial bid, otherwise, department may reject the tender and also take action to debar me / us from tendering in any form in IIT Jodhpur”.

Signature of Authorized Signatory

Signature of the Tenderer with seal & date

.....
.....
Name of Signatory Designation with seal

Appendix 'G'

INTEGRITY PACT

To

Authorized Officer IIT Jodhpur

**Sub: Submission of Tender for EMPANELMENT FOR HIRING VEHICLES (CABS) ON FIXED AND MONTHLY AS ON
REQUIRED (CALL) BASIS AT IIT JODHPUR IIT Jodhpur**

Dear Sir/Madam,

I / We acknowledge that IIT Jodhpur is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender / bid document.

I / We agree that the cited tender is an invitation to offer made on the condition that I / We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the tender.

Signature of the Tenderer with seal & date

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted by IIT Jodhpur.

I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article-1 of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, IIT Jodhpur shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender / bid in accordance with terms and conditions of the tender / bid.

Yours faithfully,

(Duly authorized signatory of the Tenderer / Bidder)

Signature of the Tenderer with seal & date

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of IIT Jodhpur

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this.....day of.....20...

BETWEEN

Director IIT Jodhpur represented through Authorized Officer, IIT Jodhpur (Herein after referred as the 'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through..... (here-in-after referred to as the

(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender (No.....) (here-in-after referred to as "Tender/Bid") and intends to

Signature of the Tenderer with seal & date

award, under laid down organizational procedure, contract for

.....
(Name of work)

Here-in-after referred to as the "Contract".

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (herein after referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

Signature of the Tenderer with seal & date

- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder (s) / Contractor (s)

- 1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s)will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any.

Signature of the Tenderer with seal & date

Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, In cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s)will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

- 1) Without prejudice to any rights that may be available to the Principal/Owner under law or the Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:
- 2) If the Bidder(s) / Contractor(s) ,either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender processor terminate / determine the

Signature of the Tenderer with seal & date

Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

3) Forfeiture of Performance Guarantee:

If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee of the Bidder/Contractor.

4) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement /Pact by any of its Sub-

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contractors/sub-Service Providers.

- 2) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal / Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Service Provider/tenderer 12 months after the completion of warranty period under the contract or till the continuation of defect liability period, whichever is more and for all other bidders/tenderers, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIT Jodhpur.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal / Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation there

Signature of the Tenderer with seal & date

of shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender / Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESSWHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....

.....
(For and on behalf of Bidder/Contractor) WITNESSES:

1 (Signature, name and address)

2 (Signature, name and address)

Place: -

Dated: -

Signature of the Tenderer with seal & date