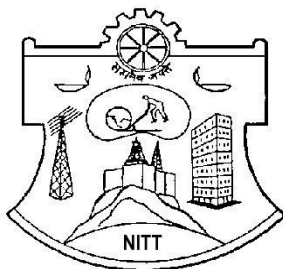


NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Office of the Institute Development

Web: www.nitt.edu

Phone: 0431 - 2503696



TENDER DOCUMENT

Tender Notification No.: NITT/Car/Outsourced-1/13/Office of ID-Trans.

Dated: 20.11.2013

Sealed tenders in three-part bids (Comprising Part-1 EMD and Document Charges, Part-II Technical Bid and Part III Price Bid or Commercial Bid - to be submitted in separate sealed covers. Please mention at the left top of the each cover " **Outsourcing - Innova / Corolla / Honda City Car and Kind Attention to Associate Dean, (Transport), ID**) are invited from the reputed State/National level organizations/companies/trust/societies/consortium/firms engaged in providing car services for period of one /two years. Based on the satisfactory performance of the contractor, the management of NIT, Tiruchirappalli may accept the offer of renewal of the contract. Relevant documents consisting of the general tender document and scope of work can be downloaded from Institute website (www.nitt.edu).

Name of the component	BRAND NEW WHITE Higher version of INNOVA/COROLLA/HONDA CITY (AC) (Petrol/Diesel driven)
Quantity required	1
EMD Amount	Rs. 6000
Cost of the Tender Document	Rs.150
Delivery	Within one month from the date of release of order of Contract
Last Date of submission of Tender	24.12.2013 up to 3.00 p.m.
Address for submission of Tender	The Director, National Institute of Technology, Tiruchirappalli-620015, Tamilnadu, India.
Date of Pre bid Meeting	16.12.2013 at 3.00 p.m.

NATIONAL INSTITUTE OF TECHNOLOGY-TIRUCHIRAPPALLI

National Institute of Technology, Tiruchirappalli (NITT) is a premier technical institution fully funded by the Government of India. NITT is situated on Tiruchirappalli -Thanjavur National Highway at a distance of 21 km from Tiruchirappalli railway junction. In order to achieve a more productive work force, NITT desires to utilize the services of reputed private/Govt agencies in certain area of its functioning. In this regard, NITT has decided to hire a **higher version of BRAND NEW WHITE INNOVA/Corolla/HONDA CITY or (AC) (Petrol/Diesel driven)** from reputed and well experienced agencies on contract basis, for a period of One/Two years. An initial 3 months trial period will be given for the selected service provider, and on successful completion of which confirmation of contract for balance period will be issued. The agencies that comply with (Three Cover Bid) The EMD and Tender Document Charges, the Technical and Commercial terms and conditions of this document shall be eligible to apply. The representative(s) of the agency may visit the office of The Dean (ID) for appraisal of work involved between 10.00 A.M to 5.00P.M on **10-12-2013** (with prior information to the concerned Associate Dean (PhoneNo.9489066237). Completed quotations with relevant documents may be submitted to **The Director, NITT** and the committee reserves the right to shortlist/reject any or all quotations without assigning any reasons.

Details of Requirement

1. A BRAND NEW WHITE higher version of INNOVA/COROLLA /HONDA CITY (AC) (Petrol/Diesel driven) on hire basis for a period of one/two years.
2. NIT, Trichy, reserves the right to choose any one among the above three types of cars.
3. The taxi operator shall supply one of Innova /Corolla /Honda city cars in their own/firm's name . It is preferable to have spare vehicles of the same types.
4. The requirement of the vehicle may be increased/decreased during the period of contract based on NITT requirement.
5. **WHITE INNOVA/COROLLA /HONDA CITY** cars will be utilized by NITT for full day operation, local, outstation and ghat road section without any restriction.
6. **The Outsourced Car is to be used on all days for local, outstation and ghat road including national holidays, throughout the year. The normal working hour is 12 hours per day (e.g. from 8.30 a.m. till 8.30 p.m).** Fractional hours will be ignored. **Detention charges will be paid only when the vehicle is used beyond 12 hours in a day. The hiring includes car rent, driver salary, maintenance, and fuel. Similarly halting charges are to be paid extra, if it is outstation .Charges per km is to be paid only when the vehicle crosses 1000 kilometer per month. The shifts of the drivers shall be taken care of by the supplier and the external driver shall be available with the car throughout. (Please see Section VII to quote rate)**
7. **Increase / decrease of diesel cost will be paid/ recovered on reckoning 10 km per litre.**
8. **Vehicle can be used on all days including Sundays and holidays. Based on need, required vehicles will be booked on Sundays and holidays with prior intimation.**
9. The supplier should be able to supply the vehicle within one hour of intimation.

10. Transport operator must have spare driver. **If the service provider can provide car in Chennai, &Delhi, the same may be mentioned separately in the tender and the per kilometer rate for providing the same may be quoted separately in the price bid.**

11. A spare vehicle of the same type shall be supplied whenever it is required. If the vehicle could not be provided, vehicle will be hired from outside and the full charges for that vehicle will be deducted from the bill of the service provider.

12. Drivers should be paid PF and ESI according to Govt norms.

13. For outstation trips drivers should be provided with enough money for food and diesel.

14. The Transport operator should obtain all required road permits and the expenses(if it is other states only) related to that will be reimbursed by NIT, Trichy.

15. The actual car parking charges incurred at Airport/ Railway stations and temples will be reimbursed by production of the original receipt without any corrections or over writings and duly certified by Pooling In-charge.

16. The Transport operator should ensure that the drivers are available at the vehicle all the time during operation.

17. The condition of the vehicle like, functioning of the air conditioner, condition of tyres, head-lights/ indicators, horn, safety belt etc., should be good, failing which the vehicle will be removed from operation till the defects are set right and in such case the operator should provide good alternate vehicle immediately.

18. The authorized service stations should carry out periodic maintenance/service, and the service report should be provided for verification by NITT.

19. The starting and closing km readings will be from NITT Transport section only and it will be certified by the staff in charge.

20. NITT will not be responsible for any delay / loss either in obtaining or in submission of the tender documents in time. The bidders are requested in their own interest to ensure that the completed tender documents reach the undersigned well in time, in a sealed cover superscripting the Tender Reference.

The Drivers employed by the lessor (contractor) should be AGILE, COURTEOUS AND SHOULD NOT BE ADDICTED TO DRUGS AND ALCOHOL.

The prices should be quoted for fixed item, which include vehicle hiring charges, drivers' salary, and allowances, maintenance, fuel etc. The cost of fuel (applicable only for the hike) shall be calculated based on log book maintenance- jointly maintained by lessor and lessee. Rates for all the Innova/Corolla/Honda City cars shall be quoted differently.

All major and minor maintenance of the vehicle is to be borne by the supplier and it is the responsibility of the supplier. A substitute vehicle of the same type shall be provided by the supplier during the time of minor/ major maintenance. For instance, if supplier is chosen to supply Corolla Car,

the same Corolla Car shall be supplied throughout. Car type should not be changed during the time of substitute vehicle being arranged.

The bidder should produce documentary proof of lending such vehicles for the highest level of officers in Public Sector Undertaking /Educational Institutions. Lending of vehicles for public sector undertaking/educational institutions alone will not qualify for the participation in the tender. The institute reserves the right for verification of the supporting data. Supporting documents such as the number of vehicles possessed by the firm, their balance sheet and IT returns of the firms should be furnished along with the tender. The supplier should ensure that all statutory requirements such as firm's registration, vehicle registration, tax and insurance certificates, pollution related certificates, drivers license, EPF, etc. are taken care of and the institute does not have any role in it.

TECHNICAL AND COMMERCIAL TERMS & CONDITIONS

(Acceptance to be certified by the bidder vide submission of a copy signed on all pages by the bidder in all the Three-Part Bid)

1. Name of work: **Brand New White higher version of Innova/Corolla/HONDA CITY (AC) (Petrol/Diesel driven) on contract** at NIT Tiruchirappalli.
2. Earnest Money: 6,000/- (Rupees Six thousand only) to be deposited as interest free Earnest Money and the cost of tender fee of Rs. 150/- along with the tender document in the form of demand draft on any Nationalized Bank having its branch at Tiruchirappalli, drawn in favor of The Director, NIT, Tiruchirappalli, payable at Tiruchirappalli. Earnest Money deposited in any other form will not be accepted and the tender will be rejected. If the lowest successful bidder doesn't accept the award of contract the Earnest Money will be forfeited automatically.
3. Security Deposit of Rs 25, 000/- (Rupees Twenty Five Thousand only) to be deposited within 15 days from the date of receipt of award of contract. Security deposit is refundable without interest on termination of agreement within ninety (90) days from the date of termination/expiry after deducting all dues against the agreement. The receipt relating to security deposit to be produced by the selected service provider well in advance before making the agreement.
4. Duration of agreement: One year initially and it is extendable on sole discretion of The Director, based on satisfactory performance, at the same rate mutually agreed upon for the service, which will not be more than 10% of the original contract amount.
5. Validity of tender: Ninety (90) days from the date of opening of the tender, EMD will stand forfeited if the tenderer backs out within the validity period of Ninety (90) days.
6. **Eligibility:** Minimum five (05) years of relevant experience for operation and maintenance of services (preferably, in the Government/Educational institution, Public Sectors/ Railways/Health Departments) for which documentary proof should be enclosed. The Firm shall be registered/ incorporated in India (Documentary proof such as copy of IT return for the past 3 years to be

specified).The attested copy of TIN, PAN and Registration certificate is to be enclosed along with the technical bid.

7. Termination: Director NIT, Trichy solely reserves the right to terminate the agreement at any time without showing any reason with minimum one month notice period.
8. Director reserves the right not to accept the lowest or any tender without showing any reason.
9. Trade license, labor license, vehicle license, permit, pollution control board certificate and Income tax statement for last three years, Sales tax, and VAT clearance certificates are to be submitted along with the tender documents.
10. Tender should be free from corrections or over writings, if any, must be attested. All amounts shall be indicated both in words as well as figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.
11. If any loss/damage incurs during the tenure of the agreement to the movable/immovable properties of the Institute or the Car and its equipment, the cost of the same to be borne by the service provider.
12. Service provider shall maintain cleanliness and hygienic condition inside the car.
13. Service provider shall abide by the rules established by the Institute.
14. The log book register for the details of the date, trip start and trip end time, distance travelled shall be jointly done by the both lessee and lessor and submit a report to the Chairman, Transport, on a daily/monthly basis.
15. Service provider will provide proper duty uniform and identity badges to the employees recruited by the organization and the staff must be in uniform during working hours. Name badges also to be worn by staff for identification.
16. Any representative of the Director/ Dean (ID) / Associate Dean (Transport)/ Chairman-Transport/ Faculty in charge shall have the power to inspect the car and its services at any point of time.
17. The submission of the tender by a service provider implies that he/she has read the entire tender document and has made him/her aware of the site conditions, scope and specification of work to be performed and of the local conditions and other factors, which have a bearing on the execution of work. The Institute, therefore, after the acceptance of bids shall not pay any extra charges for any reasons, whatsoever in case the service provider is found on to have misjudged the tender specifications, requirements and site conditions.
18. Agreement for offer of engagement to be made between the Institute and the selected service provider on Rs. 50.00 (Rupees fifty only) Non-judicial stamp paper. Proforma of agreement is attached.

19. The agreement will automatically terminate on expiry of the period of agreement and the service provider will hand over any material given to them by the Institute authority immediately in the same condition in which they have accepted the same.
20. Rates, terms and conditions of contract quoted, once accepted by NIT shall not be altered during the tenure of the contract for any reason and shall be valid till the expiry of contract. There shall not be any price increase in the rates quoted during the period of the contract except cost of the fuel on the date of the execution of the contract.
21. **CONDITIONS FOR THE VEHICLE**
- a) After award of contract, successful bidder shall have to commission the vehicle for services within one month. If unable to commission the vehicle within the specified period of one month, his EMD amount will be forfeited.
 - b) The Vehicle should have proper Registration Certificate, Road tax payment Certificate, Fitness Certificate, Third Party Insurance, Valid Insurance and Pollution Certificate at the time of commissioning of the vehicle for services and state permit (Tamilnadu)
 - c) The vehicle offered should confirm to the Emission norms laid down by Pollution Control Board and should possess the certificate "Pollution under Control" issued from the concerned authority.
 - d) The vehicles offered for hire should be free from litigation as regards ownership is concerned and driver should not possess tainted history as rash driving, negligence of traffic rule etc.
 - e) The vehicles should be serviced regularly and timely at the sole cost of the tenderer/Contractor. All wear and tears shall be borne by the awardee of the contractor. Driver's age should be around 45years and should possess permanent licence with minimum 15 years of experience in driving vehicles.
 - f) The vehicle should be kept for 12 hours a day, in our premises and accordingly the tenderer/contractor would arrange for replacement of vehicle in case of wear and tear/ temporary out of service and during the service of vehicles.
 - g) That car should be fully equipped with oxygen cylinder & emergency kit and legally registered as a car with the appropriate Transport Authority/Department and there should be comprehensive Insurance of the Car including third party liabilities and the contractor should also comply with all relevant rule of Motor Vehicle Act etc
 - h) The car to be provided should be in good condition and should be a brand new and in case car is not provided/not available due to break down or any other reasons the same will be hired from the market and difference of amount paid in excess will be deducted from the bill of contractor
22. **PENALTY** - If the service provider is not able to provide the car for any particular day, a penalty fee of Rs.200/-(Rupees Two Hundred Only) per day shall be deducted from that monthly payment in addition to the condition in 21 h) as mentioned above.
23. There shall be a termination of contract if the service provided is not satisfactory or against the contract norms even after repeated warnings (max warnings of two only).

SECTION- I

CHECK LIST FOR BIDDERS

Sr. No. Documents yes /No/ (N/A)

1. Cost of Tender documents. (EMD and cost of Tender document to be submitted in separate cover-1)
2. EMD DD No. Amt. Date
3. Whether all the Pages are signed & properly tagged with all documents and envelopes properly sealed?
4. Whether Bid form is filled up and signed?
5. Whether Bidder's Profile is filled up?
6. Whether attested copy of Registration of the firm is attached?
7. Attested copy of Partnership Deed or Proprietorship deed/ Memorandum of Association/ Articles of Association as applicable. If not applicable the same should be indicated.
8. Documents of ownership of vehicles.
9. Attested copy of latest Income Tax return.
10. Attested copy of PAN card
11. Attested copy of Service Tax certificate
12. (Annexure-I) Declaration that commercial vehicle of Model not older than 2012 will be supplied.
13. (Annexure-II) Bio-data of Bidder.
14. (Annexure-III) Declaration regarding no relative working in NITT on Rs. 100/- Stamp Paper.
15. (Annexure IV), Letter of Authorization for attending tender process, in original if applicable
16. (Annexure VI) Declaration towards Non – tampering of tender document.
17. (Annexure VII) Declaration on Rs. 100/- stamp paper about blacklist/non-blacklisted.
18. Technical Bid (As per section-V) to be submitted in separate Sealed envelope (cover 2).
19. Financial Bid (as per section VI) to be submitted in separate Sealed envelope. (cover3)
20. All the three(cover 1,2 & 3) should be put into another envelope super scribed "**TENDER FOR HIRING OF TAXI's** and addressed to "**The Director, National Institute of Technology- Tiruchirappalli-620015, Tamilnadu, India** "should reach on or before **24.12.2013, 3.00 p.m.** The cover should be superscribed as "**Attention - Asso.Dean -ID(Trans).**

SECTION – II

1. Eligibility Conditions

- a) The bidder should own or have power of attorney for at least 5 vehicles of required make Registered as Taxi. A New vehicle is to be provided in case the bid is successful. The bidder shall submit full details of the vehicle as per Annexure-1 along with documentary proof.
- b) The bidder shall be registered for Service Tax (if applicable) & Income Tax.

2. Documents required to be submitted along with the bid

- a. Document showing ownership of vehicle of required make in taxi category.
- b. Declaration that firm shall be able to supply the new vehicles in taxi category (Annexure-1).
- c. Bid Security of required amount in form of Demand Draft/Bank Guarantee/FDR.
- d. Valid Service TAX Registration Certificate if applicable
- e. Latest Income TAX return along with copy of PAN card if applicable.
- f. Documents regarding registration of company under companies act / firm registration / Proprietorship/ partnership deed as the case may be.
- g. Certificate of Near Relative not working in NITT as per (Annexure III). (To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- stamp paper by the bidder)
- h. Declaration of Non-tampering of Document (Annexure VI).
- i. Declaration of non Blacklisting (Annexure VII). (To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- Stamp paper by the bidder).

Failure to furnish all the information required as per Bid Documents or submission of the bids not Substantially responsive to the Bid Documents in any respect may result in rejection of the Bid.

All the pages of the tender document and certificates shall be duly signed by the bidder.

3. Bid Documents:

- a) Tender should be submitted in **three covers**;
One super scribing EMD & Tender cost and the **Second** cover as Technical Bid and **third as** Financial Bid and all the three envelopes are in turn be put in another envelope and this envelope should be superscripted prominently as “**TENDER FOR HIRING OF TAXI’S**”. All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid. Tenders received without proper sealing are liable to be rejected.
- b) Tender will be opened in the presence of Bidders on the due date of opening.
Cover 1 and cover 2 containing EMD, Tender cost and Technical Bids of the Tenders received will be opened on that day and the sealed Financial Bids will be kept in National Institute of Technology, Trichy. The Time, Date and Venue of the opening of financial bids will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in technical bids form. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.
- c) Financial Bid of the selected bidders only will be opened.
- d) Bidder shall furnish the documents as per **Technical Bid Form**.
- e) Rates should be quoted as per the schedule of Rates at **Section VI**. The format of Financial Bid Form should not be changed in any manner. Addition/ deletion/ alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.
- f) Unsigned Technical Bid (Section-V) and Financial Bid (Section-VI) will be considered as Invalid Bid.

4. Prescribed Format

Tender offers shall be submitted in the prescribed format **along with the original tender document** and enclosed Price bid. Price bids offers not adhering to the prescribed format are liable to be rejected summarily.

5. Bid Price

I. The supplier shall quote in original in the Scheduled Rates format attached along with bid document for types of vehicles given in the "Services to be provided".

II. Fixed rate should be quoted per month basis as well as on hourly basis including cost of fuel, Wages of driver, and other incidental charges. The prices quoted by the bidder shall remain firm during the period of contract and shall not be subject to variation on any account except in case of changed in petrol/diesel prices.

III (a) Total K.M. run by each vehicle during the calendar month taking into account average mileage of ten K.M. per litre.

(b) Rate of fuel approved by Govt. as on date of entering into agreement.

(c) Rate of fuel on first day of the quarter concerned.

(d) First review will be made at the end of first Quarter of run of the vehicle.

IV. Rate quoted in any other format /sheet will not be considered. Rate should be quoted in enclosed sheet in English figures & words without any overwriting, corrections, errors, omissions etc. Any corrections in bid or rate sheet are required to be signed by the bidder otherwise tender may be rejected summarily.

V. In case of reduction of taxes and other statutory duties during contract period, National Institute of Technology, Trichy shall take the benefit of decrease in these taxes /duties for the supplies made from the date of enactment of revised duties/taxes.

VI. Any increase in taxes and other statutory duties/levies during the contract period shall be borne by the supplier.

VII. Discounts or extra charges, if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

6. Bid Security (EMD):

6.1 The bidder must deposit Rs.6000/- (Rupees six thousand only) as Bid Security

The Bid Security shall be in the form of FDR /DD from any nationalized bank payable at Trichy in favor of The Director, National Institute of Technology, Trichy valid for 90 days from the date of tender opening.

6.2 The successful bidder's bid security will be discharged/adjusted upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause and furnishing the performance security.

6.3 The bid security may be forfeited

a) If the bidder withdraws his bid during the period of validity specified in the bid form.

b) If the successful bidder fails to sign contract within fifteen days of the issue of letter of intent.

c) If the successful bidder fails to furnish performance security in accordance with Clause 10.

d) A bid not secured in accordance with clause 5 (i) shall be rejected by the O/o Pr.CCA, Calcutta Telephones District, Kolkata, as non-responsive and returned to the bidder.

6.4 The bid security of the unsuccessful bidder will be discharged/ returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.

7. Submission of Bid:

a. The bids should be duly sealed and addressed to The Director, National Institute of Technology, Trichy, on or before **24.12.2013, 3.00 p.m.**

b. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

8. Tender Opening

a. The bids shall be opened in the presence of the bidder or their authorized Representative, who wish to be present at the time of opening of bids on due date at their own cost.

b. In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.

9. Bid Evaluation

a. Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed (all the pages should be signed) and whether bids are generally in order.

b. If there is any discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, National Institute of Technology, will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid document, without material deviation. A bid determined as substantially non-responsive will be rejected by National Institute of Technology, Trichy. National Institute of Technology, Trichy shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the services offered inclusive of all the levies and charges as indicated in the Schedule of Rates in Section VI and Evaluation of the bid will be as per Section VII.

10. Rights of acceptance:

National Institute of Technology, Trichy reserves all rights to reject any tender including of those tenderers who fail to comply with the instruction and does not bind itself to accept the lowest or any specific tender.

11. Arbitration

12.1 In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the National Institute of Technology, Trichy and will be decided in the court under the Madras High court, Madurai bench.

12. Contract Period:

Initially the contract is for Three months and based on the performance it will be extended for a period of 1 year from the date of acceptance of the tender. However, contract may be extended for further period of up to one year if agreed by the contractor and the Director NITT.

13. Parking & Toll charges:

Payment of any Govt. tax on duty for plying the vehicles for National Institute of Technology, Trichy is the liability of the contractor. Parking and Toll charges, if any may be claimed by producing the Parking/Toll slips.

14. Penalty:

In the event of the contractor failing to:

- (i) Observe or perform any of the conditions of the work as state out herein or
- (ii) Execute the work in good and workmen like manner and to the satisfaction of and by the time fixed by National Institute of Technology, Trichy

a) It shall be lawful for the National Institute of Technology, Trichy in its discretion in the former event to

remove or withhold any part of the work until such times as he may be satisfied that contractor is able to do and will duly be observed the said conditions and in the latter event to reject or remove as the case may require any supply order execute otherwise than in a good and workman like manner to the satisfaction of and by the time fixed by the National Institute of Technology, Trichy and in both or either of the events, aforesaid to make such arrangements as he may think fit for the reproduction of the work so remove or work in lieu of that so rejected or remove as aforesaid on account and at the risk of the contractor.

b) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, National Institute of Technology, Trichy may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due to the contractor under this or any other contract or from the Security deposit or may be demanded of him to be paid within seven days to the credit of the National Institute of Technology, Trichy.

c) If the service provider is not able to provide the car for any particular day, a penalty fee of Rs.200/- (Rupees Two Hundred Only) per day shall be deducted from that monthly payment.

15. Natural Calamity, strike etc.

In case of strike, combination of workmen or natural calamity of any kind fire accidents, or circumstances beyond the control of the firm causing stoppage of his work, whereby the delivery or completion of work may be suspended resulting in under delay without penalty, National Institute of Technology, Trichy shall have the power during such a stoppage to get the work done elsewhere without charging the contractor. No obligation will rest on of National Institute of Technology, Trichy to pay for any portion of the work undertaken before such a stoppage. The contractor shall provide every facility for removal and use of materials may be necessary for timely completion of the work.

SECTION-III

TECHNICAL SPECIFICATION for executing the work mentioned in the preamble
Subject: Notice Inviting Tender for supply of vehicle on Rental Basis for One year.

Part-I

Technical Specification for executing the work.

- 1) Car hire charges** should be quoted for average running 1000 km per month. Separate Rate per km should be quoted for excess mileage.
- 2) The National Institute of Technology, Trichy** has the sole right to engage vehicle for required hours a day, as well as for required days of week. No additional terms & conditions regarding engagement of vehicles for specific hours a day and/or specific days of a week will be entertained. The bidders will only fill in the Price bids (section-vi) in prescribed format in compliance with the notes thereon.
- 3) No columns** of the commercial bid should be left blank. In case of no bid to offer, the earmarked space should be filled in by “nil” remark.
- 4) The Institute reserves** the right to extend the period of contract for further period up to one year on the same rate terms & conditions if agreed by the contractor

Part-II

Terms and Conditions Specific to the Contract

- 1) Vehicle should report to the respective place as mentioned in section-iv or as per direction of the authority.
- 2) In case of supply vehicles found to be unsatisfactory the contract may be terminated at any time without assigning any reason thereof.
- 3) Payment will be made as per actual detention/utilization from the reporting office.

Maximum 10 (ten) kilometers per day or the actual distance covered in round trip between user delivery address and the garage/normal parking place, whichever is less will be given for counting of distance on days the vehicle is actually called for duty. For this purpose, the contractor will have to submit the address of garage/normal parking place.

- 4) In case of accident etc. Damage caused to will be the contractor’s liability

SECTION-IV

Terms and Conditions specific to the contract

1. In case of supplied vehicle is found unsatisfactory; the contract may be terminated at any time without assigning any reason thereof.
2. Payment will be made as per actual detention/utilization from the reporting office. Duty hour will be calculated on the basis of the difference between the reporting time and releasing time on each day as noted on the duty slip by the user. The counting of distance will be effective from the starting point of the user and closing at the point wherever user completes his/ her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 Kms (i.e. to and fro 10 km) whichever is less.
3. The vehicles should be brand new.
4. The contractor shall provide duly licensed and experienced drivers for operating the vehicle and pay the wages to him. The driver should not have any past criminal records.
5. Department will not bear any enroute expenditure or responsibility while in use.
6. The car should be placed duly cleaned and washed, seat covers/towels are to be changed twice in a week. The drivers should be well behaved, neatly turned out, properly shaven (or with neatly cleared beards). He should wear shoes or sandals and not chappals. He should not be intoxicated/drunk while on Duty.
7. The driver must wear a uniform which should always be clean and properly ironed.
8. The driver must be provided with a working mobile telephone connection, so that driver can be contacted by the officers, whenever required. This is essential and will not be waived off. The cost of the mobile phone as well as monthly recharge cost will be borne by the vehicle provider.
9. The vehicle should be placed daily refilled with adequate fuel.
10. Engagement of the Vehicle
 - 10.1 Vehicles are to be provided on all working days from monday to saturday. On Sundays/ Gazetted holidays declared by Govt of India if required as per direction of the authority, he will be paid 20% extra of the pro-rata daily charges.
 - 10.2 The vehicle is normally required to run with in the state of Tamil Nadu.
 - 10.3 For detention of vehicle beyond 11.00 pm of a day, night halt charges will be paid.
 - 10.4 For non availability of the vehicle for day(s) of a month; penalty of Rs. 200/- per day shall be imposed in addition to deduction at pro-data basis for that day(s).
11. The vehicle should be maintained and kept in good order and necessary repairing work be carried out by the contractor at his own cost.

12. In the event of the vehicle detailed in Annexure-I comes under consideration for the contract; it should be placed/provided, on demand, for inspection/test at any place fixed by the National Institute of Technology, Trichy before finalization of the tender.

13. Fixed lump sum charges should be quoted for calendar month as a whole for the vehicles to be hired on monthly basis.

14. Number of vehicles may be increased or decreased at any time by National Institute of Technology, Trichy and the vendor is to supply the same under the same rate, terms and conditions during the period of contract entered into.

15. National Institute of Technology, Trichy may discontinue engagement of vehicle(s) during the day of absence of the officer and payment for that calendar month will be made on pro-rata basis for the days of use of the vehicle(s).

16. Insolvency Act:

In the event of the firm being adjusted insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise or in specified the National Institute of Technology, Trichy shall have power to terminate the contract without previous notice.

17. Breach of Terms & Conditions:

In case of breach of any terms & conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by this Institute in that event and the security deposit shall also stand forfeited.

18. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the National Institute of Technology, Trichy which he will be at liberty to refuse if he thinks fit.

19. Right to call upon Information regarding status of work:

The Department will, have the right to call upon information regarding status of supply at any point of time.

20. Precautionary Measures:

20.1 While observing the economy in costs in his own interest the contractor must be careful that quality and cleanliness of the work is maintained as well as time schedule prescribed etc. should not be disturbed.

20.2 The contractor must take every care to see that the work or any portion of thereof does not fall into unauthorized hands.

21. The tender is not transferable. Only one tender shall be submitted by one tenderer.

22. Terms of payment:

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

22.2 The contractor shall submit the bill in the first week of following month in respect of previous month supported by copies of the log sheets duly signed by the Dean Institute Development of National Institute of Technology, Trichy for sanction of the amount of bill and pass in the bill for payment.

22.3 All payments shall be made by E-Transfer only. The successful tenderer should furnish the Bank Mandatory form provided in Annexure- VIII along with the acceptance letter

22.4 The National Institute of Technology, Trichy shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in prescribed paragraph.

22.5 The term "Payment" mentioned in this Para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and security Deposit governed by the separate clauses of the contract.

SUBMISSION OF PROPOSAL

SEALED COVER 1: EMD AND TENDER DOCUMENT CHARGES

The following documents and information shall be submitted together with the commercial terms and conditions signed by the service provider in all the pages of the document, cost of the tender document and EMD amount as separate Demand drafts in the part 1 of the bid in a sealed cover .

- i. Name of the Firm and complete address including branches, if any.
- ii. The status of the Firm: Proprietor/ Partnership/ Regd. Company/ Co-operative society. **(At the top left corner of the cover mention the tender notification number, I bid and date of opening, with Kind Attention Associate Dean ID)**

SEALED COVER 2: TECHNICAL BID

- iii. Major clients and projects of similar nature executed in the last five (5) years (**ANNEXURE II**) and performance report of contract executed (**ANNEXURE III**) (minimum three to be submitted, and one should be from Government organization,)
- iv. PAN/ Income Tax details, Service tax registration no., financial status including Income statement, Balance sheet, and Annual turnover for the last three (3) years.
- v. Copy of ESI, EPF, Service Tax, VAT Registration Certificate, details of Trade License or any other relevant document for the said job.
- vi. Certificate showing that the company's yearly turnover is minimum 50 lakhs.

(At the top left corner of the cover mention the tender notification number, Commercial bid and date of opening)

SEALED COVER 3: COMMERCIAL BID

- i. Charges of providing **Car** services listed in points in the commercial terms and conditions to the institute to be quoted **on monthly basis** in the format given in **Annexure IV**. The contractor is to quote rent per month FOR UPTO 1000 KMS and also beyond 1000 KMS, the charges for every kilometer.
- ii. The rate should explicitly indicate the amount excluding of all applicable taxes and charges.
- iii. All the taxes and other charges must be quoted separately.

(At the top left corner of the ALL Covers mention the tender notification number, EMD& Document Charges Cover/ Technical Bid/ Commercial Bid and date of opening kind attention Associate Dean (ID)

All the covers, cover 1, cover 2 and cover 3 shall be placed in a common cover which shall also be sealed and addressed to 'The Director, National Institute of Technology, Tiruchirappalli 15. Tamil Nadu. Firms which do not qualify in the technical bid shall be returned with first cover and the date of opening

of commercial bid shall be intimated to the only firms which qualify for this. **Tender covers should be sent by registered post only.**

The price should not be revealed in the technical bid. If it is revealed, the bid will be rejected. If the EMD charges and tender cost have not been enclosed, the technical bid will not be opened.

(At the top left corner of the main cover, mention the tender notification number and kind attention Associate Dean (ID))

SECTION-V

TECHNICAL BID

Subject: Notice inviting Tender for supply of vehicle on rental basis for a period of One year.

1. Name & address of the Tenderer/Concern: _____

2. Nature of the Concern: _____

(I.e. sole proprietor or partnership firm or a company or a Government Department or a Public sector organization)

3. Details of DD/Bank Guarantee submitted towards EMD: _____

4. Details of vehicles offered:

Kind of vehicle	Model No	Type of fuel used

Dated at _____

(Dated signature of Tenderer with Stamp of Firm)

DETAILS OF ALL CONTRACT COMPLETED DURING THE LAST THREE YEARS

Sl. No.	Name of Contract & Location	Name of Client	Annual Cost of Contract	Date of Commencement as per contract	Period of contract	Litigation Arbitration pending/in progress with details	Name, Address & Tele No. of officer to whom reference may be made	Remarks

CONTRACTS UNDER EXECUTION OR AWARDED*

Sl. No.	Name of Contract & Location	Name of Client	Annual Cost of Contract	Date of Commencement as per contract	Period of contract	Name, Address & Tele No. of officer to whom reference may be made	Remarks

* The contract details should be supported by necessary proof like work order. They should submit the performance certificate (as in Annexure III) from clients whose reference has been made by the supplier otherwise the bid will be rejected.

Signature with seal
 Date: _____ (senior level officer of the service provider
 With complete contact details)

Performance Report of contract

(Furnish this information for each individual contract in the following format from the employer in their letter head, for whom the contract was executed - minimum three be submitted, and one should be from Government organization)

1. Name of the contract and location :
2. Agreement Number :
3. Annual value of the contract :
4. Date of start and completion :
5. Performance report
 - i. Quality of Car Service : Excellent/Very good/Good/Fair
 - ii. Quality of Car equipment : Excellent/Very good/Good/Fair
 - iii. Resourcefulness : Excellent/Very good/Good/Fair
6. Any penalty imposed for bad performance :
7. Any litigation pending :

Date: _____ Signature with seal
 (Senior level officer of the client
 With complete contact details)

SECTION-VI

FINANCIAL BID/PRICE BID/COMMERCIAL BID

Subject: Notice inviting Tender for supply of vehicle on rental basis for a period of One year

1. Price quoted for the work is inclusive of fuel charges, drivers wages and all kinds of incidental charges and all taxes.
2. Details of rate offered (in rupees):

Particulars	Fixed rate per Vehicle (in Rs in Figure and Words) per Month for Average running Of 1000 Kms & 12 Hrs duty per Day (inclusive of All charges Mentioned in Section-II)	Rate per vehicle (in Rs in figure and words) per km for mileage exceeding 1000km per month (inclusive of all incidental charges mentioned in Section-II)	Rate per vehicle (in Rs in figure and words)per hour for duty performed beyond 12 Hrs per day	Outstation Night halt charges per vehicles per day
1. Higher version of BRAND NEW WHITE INNOV A/ COROLLA/ HONDACITY (AC) (Diesel /petrol driven):				

Note:

1. The National Institute of Technology, Trichy has the sole right to engage vehicles for required hours a day as well as for required days of week. No additional terms & condition regarding engagement of vehicles for specific hours a day and/or specific days of a week will be entertained.
2. No columns of the Technical Bid be kept blank in case of no bid to offer, the earmarked space should be filled in by "NIL" remark otherwise the bid will be rejected.

Dated.....at

(Dated signature of Tenderer with Stamp of Firm)

PRICE DETAILS

(To be used by the service provider for the submission of price bid)

1.	Name of the work (Strike out the car not applicable to you)	:	Brand New White Innova/ Corolla/ Honda City Car Proper Interiors rate contract for NIT, Trichy -15										
2.	Specifications confirming with the points in the commercial terms and conditions	:											
3.	Charges of providing the Vehicle per month.(EXCLUSIVE OF TAXES)	:											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Description</th> <th style="width:15%;">Rate in Rs (exclusive of taxes)</th> <th style="width:10%;">Rs</th> <th style="width:10%;">%</th> <th style="width:10%;">Total value in Rs (inclusive of all taxes if any)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Description	Rate in Rs (exclusive of taxes)	Rs	%	Total value in Rs (inclusive of all taxes if any)					
Description	Rate in Rs (exclusive of taxes)	Rs	%	Total value in Rs (inclusive of all taxes if any)									
4.	Whether accepting the conditions as given in ANNEXURE-I	:											
5.	Charges Per Kilometer (beyond the first thousand five hundred kilometers every month)	:											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">Rate in Rs per Km(exclusive of taxes)</th> <th style="width:10%;">Rs</th> <th style="width:10%;">%</th> <th style="width:10%;">Total value per Km in Rs (inclusive of all taxes if any)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Rate in Rs per Km(exclusive of taxes)	Rs	%	Total value per Km in Rs (inclusive of all taxes if any)						
Rate in Rs per Km(exclusive of taxes)	Rs	%	Total value per Km in Rs (inclusive of all taxes if any)										
6.	Other relevant information	:											
7.	Name and address of the firm for placing the work order	:											
8.	Signature of the service provider	:											
9.	Name and designation	:											
10.	Business address (email, mobile etc)	:											
	Place: _____ Date: _____												

	Seal of the service provider
--	------------------------------

SECTION VII

EVALUATION FORMULA: The following evaluation formula shall be used to determine the lowest bid.

2. BRAND NEW WHITE INNOVA/COROLLA/HONDA CITY or higher version (AC)(Petrol/Diesel driven):

Sl. No	Description of work	Unit	Rates in Fig. and Words				
			Innova Diesel	Corolla Petrol	Corolla Diesel	Honda City Petrol	Honda City Diesel
i)	Charges per km up to 1000 km per month average	Rs.Per km					
ii)	Charges per km beyond 1000 km per month	Rs.Per Km					
iii)	Detention charges per hour beyond 12 hours per day	Rs.Per Hour					
iv)	Night halt charges will be allowed for out station trip only	Rs.Per Night					
v)	Driver allowance for outstation trip only	Rs.Per Day					
vi)	RTO Permit for other state trips	Per trip	Actual (As per original bill)	Actual (As per original bill)	Actual (As per original bill)		

1. Total running km in a particular month will be added.
2. First 1000 km per month per vehicle will be taken for payment against Sl.no.1 even though the vehicle is not run for 1000 km. For the balance km the payment will be made against Sl.no.2
3. Increase/decrease of diesel cost will be paid /recovered on reckoning 10 km per litre.
4. Partial month payment will be calculated proportionately.
5. For evaluation purpose, maximum of 500 km is to be considered for Sl.no.2

Annexure I

DECLARATION

"I / We hereby declare that I/We have carefully gone through the terms & conditions of tender notice No. **NITT/Car/Outsourced-1/13/Office of ID-Trans.** in detail and agree to the rates submitted by me/us in the Rate Sheet and I/We agree in full".

"I / We Declare that I/We will be supplying the following taxi or a taxi of same make, colour and same or latest model.

- 1. Model of Vehicle:
- 2. Registration number:
- 3. Year of Manufacture:

"I also declare that the other vehicle of required make, and model and colour shall also be supplied by me"

1) Signature of the Party: _____

Full Name in Block Letters: _____

Capacity in which the Tender is signed: _____

2) Full Address: _____

Telephone Number: Office _____

Res. _____

Annexure II

BIO DATA OF THE BIDDER

1) Name & Address of Firm/Party: _____

Telephone Number (O) _____

(R) _____

(Mobile) _____

2) Whether it is Proprietorship or Partnership _____

3) Full Name(s) of Proprietor or Partners _____

(Attested copies of partnership deed _____

should invariably be attached along _____ with Authorizations)

4) Permanent Account Number (Income Tax) _____

5) Sales Tax Registration Number of the Firm/Party _____

Annexure III

DECLARATION REGARDING NEAREST RELATIVES WORKING IN NATIONAL INSTITUTE OF TECHNOLOGY, TRICHY

(To be executed & attested. by Public Notary/Executive Magistrate on Rs.100/- stamp paper by the bidder)

I/ We declare:-

1. That I or any of my partners am/is neither working in any capacity in anywhere in the NITT, nor am/is removed/ dismissed from service of NITT
2. That none of my near relatives are working in any capacity in NITT nor am/is removed/ dismissed from service of NITT.

Or

The details of my near relatives working in NITT are as under:

Sr. No.	Name and Address	Capacity in which working	Department in which working

3. That in case of change of partners or change in constitution of the firm, I shall abide by the conditions of the contract and shall bring any change to the knowledge of the National Institute of Technology, Trichy immediately.
4. i) That I /We shall intimate the names of persons working in National Institute of Technology, Trichy related to our employees who are working with me /us in any capacity or are subsequently employed by me/us.
ii) That none of my employees is a removed/dismissed employee of either any unit of National Institute of Technology, Trichy
5. That I/ We am/are aware that any breach of the condition would render the contract liable for termination along with cancellation of any other existing contracts and forfeiting of my/our Earnest Money Deposit /Security deposit held by National Institute of Technology, Trichy.
6. If at any time, it is found that the information given in the above appendix is Incorrect/incomplete, the contract is liable to be terminated without assigning any reason and the SD shall be forfeited and legal actions shall be initiated without any prejudice i.e. to the rights of the National Institute of Technology, Trichy to debar the firm from entering into future contracts.

Place: _____ Signature: _____
Date: _____ Name: _____
(Capacity in which he is signing)-----

NOTE: The term “relatives” means wife/husband/parents and grand parents/children/ grand children / brothers/ sister /uncles/aunts/cousins and their corresponding in- laws.

Annexure IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach National Institute of Technology, Trichy on or before date of bid opening)

To
The Director

Sub: Authorization for attending bid opening on _____ (date) in the
tender of _____

Following person is authorized to attend the bid opening for the tender mentioned above on behalf of
_____ (Bidder)

Name of the Representative Specimen Signature

1. _____

Signature of the Bidder

Annexure V

PROFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of National Institute of Technology, Trichy (hereinafter called NIT, Trichy) having agreed to exempt _____ (hereinafter called the said Service Provider(s) from the demand of security deposit/earnest money of Rs _____/- on production of Bank Guarantee for Rs _____/- for the due fulfillment by the said service provider of the terms and conditions to be contained in an Agreement in connection with the contract for the hiring of _____ we, (name of the bank) _____ (hereinafter referred to as "the bank") at the request of _____ service providers do hereby undertake to pay to NIT, Trichy, an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the NIT, Trichy, by reason of any breach by the said service provider's of any terms & conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NIT, Trichy stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the NIT, Trichy, reason of breach by the said service provider's of any of the terms & conditions contained in the said agreement or by reason of the service providers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the NIT, Trichy in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____/-.

3. We undertake to pay to the NIT, Trichy, any money so demanded notwithstanding any disputes raised by the service provider(s)/suppliers in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s) /supplier(s) shall have no claims against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of one year from date herein and further agree to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the NIT, Trichy under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till NIT, Trichy certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said service provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) _____ further agree with the NIT, Trichy that the NIT, Trichy shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the NIT, Trichy, against the said service provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider(s) or for any forbearance, and or any omission on the part of NIT, Trichy, or any indulgence by the NIT, Trichy, to the said service provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so

relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the service provider(s) /supplier(s).

7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the NIT,Trichy.

Dated: _____

For _____
(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act.

Annexure VI

DECLARATION

I / We declare that:-

Proprietor/ Partner(s)/ Director(s) of M/S. -----hereby declare that I /
We has/have not been tampered the tender document vide

Tender No: **NITT/Car/Outsourced-1/13/Office of ID-Trans.**

Signature -----

Name -----

Name & address of the firm: -----

ANNEXURE-VII

**DECLARATION REGARDING BLACKLISTING/DEBARRING
FROM TAKING PART IN GOVT.TENDER BY NITT/GOVT. DEPT**

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

I / We Proprietor/ Partner(s)/ Director(s) of M/S. -----hereby declare that the firm/company namely M/S. -----has not been blacklisted or debarred in the past by NIT, Trichy or by any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S. -----hereby declare that the firm/company namely M/S. -----was blacklisted or debarred NIT, Trichy, from taking part in Government tenders for a period of ----- years w.e.f.-----
-----The period is over on -----and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by NIT, Trichy, and EMD/SD shall be forfeited. In addition to the above NIT, Trichy will not be responsible to pay the bills for any completed /partially completed work.

Signature -----

Name -----

Capacity in which assigned: -----

Name & address of the firm: -----

Seal of the firm should be affixed.

Date: Signature of Bidder with seal.

Annexure – VIII

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date:

To

The Director,
National Institute of Technology Tiruchirapalli,,
Tiruchirapalli-620 015.

Sub: Authorization for release of payment / dues from National Institute of Technology, Tiruchirapalli through Electronic Fund Transfer.

1. Name of the Party/Firm/Company/Institute:

2. Address of the Party:

City_____Pin Code_____

E-Mail ID_____Mob No:_____

Permanent Account Number_____

3. Particulars of Bank

Bank Name

Branch Name

Branch Place

Branch City

PIN Code

Branch Code

MICR No

(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name , branch name and code number)
IFS Code :(11 digit alpha numeric code)

Account Type- Savings/ **Current**

Account Number:

ANNEXURE-IX

Agreement for the service provided to National Institute of Technology, Tiruchirappalli. 15

WHEREAS Proprietor of

hereinafter referred to as the Service Provider(SP) have submitted the tender to the National Institute of Technology, Tiruchirappalli, hereinafter referred as the Institute, providing the services to the Institute of National Institute of Technology Tiruchirappalli, for a period of two (02) year commencing from2013.

WHEREAS the National Institute of Technology, Tiruchirappalli has agreed to grant the agreement to foresaid as per the contract No. dated..... And WHEREAS the service provider and the Institute have agreed to execute this agreement.

We agree that:-

- i. We will be providing services to the Institute Institute for a period of one year with effect from, on terms and conditions stated herein.
- ii. The service provider will make cumulative security deposit of Rs. 25, 000/- (Rupees Twenty Five Thousand only) to the Institute which is refundable on termination of the agreement free of interest after recovery of all dues payable by the service provider to the Institute. This security deposit has been deposited to the Institute vide receipt no..... dated.....
- iii. The service provider will quote the charges of providing car service to the Institute of Rs.-- (Rupees.....) only per month if bill and relevant documents are in order, which will be paid by the Institute before 21st day of the following month.
- iv. The service provider shall enclose (Vehicle license, permit) IT, VAT, Sales tax and service tax registration certificates before signing the agreement.
- v. The car service rendered to the institute by the service provider shall remain functional round the clock on all seven days of the week
- vi. The service provider will provide the car services as stipulated in the Tender Document. The rates of the foresaid items are applicable during the entire contract period commencing from If the contract period is extended beyond initial one/ two years for any reason whatsoever, the service provider will provide the service of advanced life saving car at rate mutually agreed upon for the service, which will not be more than 10% of the original contract amount.
- vii. The behavior of the service provider and its personnel will be polite and exemplary towards the patients and members of the Institute. The service provider and its men will not indulge in any kind of immoral activity directly or indirectly, and defaulters will attract penalty as

recommended by the enquiry committee constituted by Dean (ID) in every such occasion, which may lead to the termination of the contract.

- viii. The service provider will not put hindrance to the Transport chairman /Associate Dean (ID)/ Dean (ID)/ Director in any point of time and the service provider shall undertake to implement their direction within the ambit of the Tender Document and this agreement.
- ix. Service provider undertakes to maintain the good, clean and hygienic condition of the Car and its parking space and disposes of all the refuses at marked location only at his own cost. The service provider will be responsible for safety, security of all equipment of the Car.
- x. The Institute shall have the power to extend the agreement period for twelve months based on satisfactory services rendered by the service provider and on such occasion, the Institute will agree to increase the rate mutually agreed upon for the service, which will not be more than 10% of the original contract amount. The extension, however, cannot be a right of the service provider and should be under the sole discretion of the Institute.
- xi. The service provider will be subjected to the same discipline as is applicable to the residents of the Institute Campus.
- xii. The service provider will abide by any other terms and conditions which the Institute and/ or Associate Dean (ID)/ Dean (ID)/Director/ Transport chairman of Institute on its behalf may impose from time to time.
- xiii. In the event of violation of the conditions of this agreement, the service provider will vacate the premises forthwith and the service provider will not have any claim in respect of the unexpired period of the agreement and security deposit.
- xiv. In the event of death of service provider the agreement will stand automatically terminated with immediate effect.
- xv. On expiry of the period of the agreement, the service provider will vacate the Institute premises within 24 hours of expiry of the agreement period
- xvi. In the matter of any interpretation and/or dispute in respect of this agreement the decision of the Director will be final and will be binding on the service provider.
- xvii. In regard to extension of time of the agreement the Institute will have sole discretionary power.
- xviii. Under normal situations ninety (90) days notice period is to be served by the service provider for the termination of contract. However, the Institute reserves the right to terminate the agreement with thirty (30) days notice period without assigning any reason to the service provider as when it deems fit.
- xix. The Tender Document is a part of this agreement.

- xx. All the disputes will be settled within the Jurisdiction of Honorable Tiruchirapalli court and Madurai Bench of Madras High Court.
- xxi. In case the service provider is not able to provide the car for a particular day, a penalty fee of Rupees.200/- (Rupees Two Hundred Only) shall be deducted from that monthly contract amount.
- xxii. The tender should have Service Tax Registration number as the service provider and should attach a photocopy of the same.
- xxiii. The technical bid should contain self attested photocopies of documents showing experience in supplying vehicles to Govt. / Public undertakings.
- xxiv. The supplier should have sufficient number of vehicles for hiring so as to handle any emergency.
- xxv. We agree that the Institute has full authority to terminate the contract if the advanced life saving car services provided by us is not satisfactory.

IN WITNESS WHEREOF BOTH THE PARTIES set their respective hands in presence of the witness on the date, month and year as given above.

Place: National Institute of Technology Tiruchirapalli, India

Dean (Institute Development)
NIT, Trichy

Signature of Service Provider

Witness:

- 1.
- 2.
- 3.

Witness:

- 1.
- 2.
- 3.

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Registrar, National Institute of Technology Tiruchirapalli responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT Transfer.

Place: _____

Date: _____

Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: _____

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.