

TENDER DOCUMENT FOR SUPPLY OF BUSES TO INDIAN INSTITUTE OF TECHNOLOGY
HYDERABAD

Ref.No : IITH/101/Tender/Admin

Date: 16th April 2019

NOTICE INVITING TENDERS

Director, IITH invites sealed tenders for the following transport services :-

“Supply of 4 (**Four**) numbers of **22 (twenty two)** seater Mini buses for conveyance with in the Campus of IIT Hyderabad.” All the buses should have been registered during the year 2015 or later.

The Director, IIT Hyderabad an autonomous Institution established by the Ministry of Human Resource Development, Govt. of India invites sealed tenders through advertised tender enquiry for transport services for “Supply of Two 22-Seater Mini Buses” on contract basis. The contract/empanelment shall be initially made for a period of one year extendable for further period subject to satisfactory performance and requirement

Tender Form: Tender document will not be issued in person. The tender document can be downloaded from IITH Website www.iith.ac.in from 16/04/2019 10.30 hours to 08/05/ 2019 17.00 Hours. Tender documents are in 2 (two) parts viz., Part I (Technical Bid) and Part II (Price Bid).

Visit of the Campus: Tenderers are advised to visit the IITH premises and ascertain the nature and quantum of work before tendering.

Pre-bid meeting with intending bidders: There will be a pre-bid meeting at 10.30 hours on 29/04/2019 in Academic Block A in IITH Kandi Campus. The intending bidders are requested to read the tender documents and may seek clarifications on the tender conditions.

Last date for receipt: The tenders are to be submitted in sealed envelopes super scribing the name of the work clearly so as to reach on or before 15.00 hours on 08/05/2019.

Opening of Part I of the bid: Only Part I (Technical Bid) will be opened at 15.30 hours on 08/05/ 2019 in the presence of tenderers or their authorized representatives, who are present. Late and delayed tenders will not be accepted.

Details of processing fee, EMD, submission of tender, etc. are indicated elaborately in the tender document.

Opening of Part II of the bid: After verification of Part I (Technical Bid), price bids of only those tenderers who satisfy all the eligibility criteria laid down in this notification will be opened.

In case any document produced in support of eligibility criteria turns out to be not genuine, EMD stands automatically forfeited, whether before award of work or otherwise.

Evaluation of tenders:

- After the technical evaluation, the price bids shall be opened and the Lowest Responsive Bidder (L1) will be identified.
- Commercial negotiation will be done with such identified L1 Bidder, if necessary.
- After evaluation, the work will be awarded to the Lowest Responsive Bidder (L1).

The Director, IITH reserves the right to: a) reject any or all the tenders without assigning any reason whatsoever; b) not bind himself to accept the lowest or any tender; and c) accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. Canvassing in connection with tender/quotation is strictly prohibited. Tender details can be viewed in the website www.iith.ac.in

Sd/-
Registrar

INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD

Tender No. IITH/101/Tender/Admin.

Date: April 2019

Name of works:

“Supply of 4 (**four**) numbers of **22 (twenty two)** seater Mini buses for conveyance within the Campus of IIT Hyderabad.” All the buses should have been registered during the year 2015 or later.

01	Download of tender document	16/04/ 2019 / 10.30 hours to 07/05/ 2019 / 17.00 hours.
02	Last date for receipt of tender	08/05/ 2019 15.00 hours
03	Opening of Part I of the tenders	08/05/ 2019 15.30 hours

Instructions to Bidders

1. **Submission of tender:** Tender should be submitted in two parts.

Part I should consist of all the technical details including their previous experience, nature of work to be carried out, number of trained manpower to be provided for each work etc.

Part II should contain only the price.

2. **Processing fee:** The Tender/bid should be submitted in the prescribed proforma as given in the Annexure ‘B’ of Tender Document with a Demand Draft for Rs.1500/- (Rupees One Thousand Five Hundred only) drawn in favour of Director, IITH towards processing fee. Tender/bid not accompanied by processing fee stands automatically rejected. Processing fee should be kept in a separate sealed cover super scribed as “Processing Fee”.

3. **Earnest Money Deposit (EMD):** EMD of Rs.1,12,000/- (Rupees One Lakh Twelve Thousand Only) is must and should be submitted in a separate envelope along with the tender / bid. The EMD is to be furnished only in the form of DD/Banker’s cheque from any schedule bank drawn in favour of Director, IITH payable at Hyderabad. EMD in any other form will not be accepted as valid EMD. In respect of the successful bidder, this EMD will be returned on receipt of Security Deposit. EMD submitted by other bidders will be returned after finalization of the contract. Tenders received without valid EMD stand automatically rejected. EMD should be kept in a separate sealed cover super scribed as “EMD – for Supply of 4 (**four**) Nos. of **22 (twenty two)** seater Mini Buses”.

4. **Envelopes:** The Technical Bid (Part 1) and Price Bid (Part II), duly signed and sealed, must be submitted in separate envelopes. In addition to this, the Processing Fee and EMD must be

submitted in separate envelopes. It means that a total of 4 envelopes (4 separate envelopes for Technical Bid, Price Bid, Processing Fee and EMD) should be submitted. All the four covers / envelopes should be kept in a big single sealed cover super-scribed as ‘ “Supply of 4 **(four)** numbers of **22 (twenty two)** seater Mini buses for conveyance with in the Campus of IIT Hyderabad”. Failure to comply with this instruction renders the tender/bid automatically disqualified.

5. Security Deposit: For due performance of his/their obligations under the contract, during the validity, the successful tenderers shall have to deposit Rs.5,60,000 as Security Deposit which will be free of interest; of which Rs.3,60,000, termed as initial security deposit, should be deposited immediately at the time of commencement of the contract; and balance Rs.2,00,000 will be withheld @ Rs. 50,000 per month during the first 4 months. The initial security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute from any of the Nationalized Banks or SBI or from any one of the scheduled banks. The security deposit will be forfeited in case of breach of contract. After successful completion of the contract, the security deposit will be refunded within 60 days after adjusting dues if any to the IITH from the Contractor.

6. The tenderer should read the ‘General Terms and Conditions’ of the IITH annexed hereto and give the acceptance. The tenderer is advised to visit the IITH on any working day between 10.00 hours and 17.00 hours to assess the nature and quantum of work before tendering.

7. The tender should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with full signature shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.

8. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.

9. Failure to fulfil any of the conditions laid down renders the tender invalid.

10. PART – I : Technical Details: The following are the important points under this service:

- Running 22 seater Mini buses within the campus of IIT Hyderabad.
- The estimated cost per bus is Rs. 14,00,000/- per annum.
- The Institute intends to run two buses per day and each bus to operate to-and-fro trips between IITH Main Gate and Hostels within the Campus. It is emphasized that the requirement may changed.
- The bidders are requested to quote separately for AC and Non-AC Buses.
- IITH reserves the right to add or cancel one or more trips/buses, based on the requirements.

Technical Details should be provided in the prescribed format i.e. Annexure "A" which should inter alia contain the following:

- a. The tenderer should have all the requisite registrations and licenses for providing the service.
- b. **Experience:** The tenderer should have experience of having executed / completed similar works during the last 5 years commencing from 01.01.2014 and ending on 31.12.2018 in educational institutions of repute, Govt., PSU, or R&D organization.
- c. Experience in other institutions will not be considered. The experience should be for supply for 2 or more buses for more than 10 months each year.

Note: Experience prior to 01.01.2014 and later than 31.12.2018 will not be considered as experience. "Similar work" means supply of 22 (twenty two) seater buses for conveyance"

The tenderer must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the value of work done, the date of commencement and date of completion of the work.

Note: Copy of work order and/or self-certified certificate will not be accepted as certificate of experience. If any document other than certificate of experience is produced, such document will not be accepted as relevant. Tenders not accompanied by certificate of experience issued by the client, will automatically stand disqualified.

- d. PAN details of the firm have to be indicated along with a certified copy.
- e. An affidavit, in original, duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black-listed and the name of the firm or company has not been changed.
- f. An affidavit, in original, duly certified by a Notary that there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Hon'ble Court.
- g. The entire tender document should be duly signed & sealed by the tenderer.
- h. The tenderer shall submit the information sought in the format enclosed as Annexure "A" as part of Technical bid along with the General Terms & conditions (duly signed).
- i. The persons deployed for work should not be involved in any police case or any case should be pending against them. Police verification certificate for the persons deployed for work to be submitted.
- j. The workers must be provided with uniform (and where required shoes and other materials for safety and safe handling of chemicals, etc.) by the contractor from out of his charges. The workers should maintain personal hygiene. They should behave politely and amenable to discipline.

k. If in the opinion of the IITH authorities, the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced immediately.

l. All the copies of mandatory documents, except affidavits mentioned in e) and f) above, submitted by the tenderer should be attested by a Gazetted Officer. The affidavits mentioned in e) and f) above should be attested by a Notary Public. Failure to comply with these conditions renders the tender/bid automatically disqualified. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which; the bids are liable for disqualification.

11. PART – II (PRICE-BID):

a. Price bid should be in the format enclosed with tender at Annexure “B”. Conditional offer will render the tender/bid automatically invalid.

b. The tender should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.

c. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.

d. Failure to fulfil any of the conditions given above shall render the tender liable for rejection.

TECHNICAL DETAILS**A. Documents details to be mandatorily submitted:**

Sl.	Particulars	Fill in the details
1	Name of Firm/Tenderer/Company (in block letters)	
2	Permanent Address & Telephone No.	
3	Full Postal Address, Telephone/Fax No./E-mail:	
4	Details of infrastructure persons employed, and number of offices/branches available (attach separate sheet).	[Attach as enclosure & refer here]
5	EMD, Bank Draft No & Date, Banker's Name & Branch.	
6	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been black listed or changed the name of the firm (in original).	[Attach as enclosure & refer here]
7	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in Original).	[Attach as enclosure & refer here]
8	Income Tax Return (last three years), TAN/PAN No., Professional Tax, Sales Tax and Service Tax Regn. Nos. (enclose photo copies)	[Attach as enclosure & refer here]
9	Copy of a valid licenses and permits for 2 buses.	[Attach as enclosure & refer here]
10	Copy of cash memo/invoice relating to purchase of the 2 buses.	[Attach as enclosure & refer here]

B. Details of Experience: Should be furnished in the following format (work completion certificate from Client shall be submitted as a proof of experience):

Experience during the period 01.01.2014 to 31.12.2018 only:

Name of the Client and full address	Telephone and FAX number of the client	Tenure of contract	Value of contract

Date:

Signature of Tenderer, Seal & address

GENERAL TERMS & CONDITIONS

(Please read the following carefully and give acceptance for the same in the prescribed format and submit it with the Technical Bid).

A. GENERAL INSTRUCTIONS:

1. The tenderer submitting tender would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. The contract will be for a period of 6 (six) months initially, which can be extended further *on satisfactory performance of the initial* period of the contract. The IITH may renew/extend the contract to such further period (s), as it may deem proper, having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard. In any case, the maximum tenure of the contract shall not exceed 3 (three) years.
3. In case the Contractor fails in fulfilling the obligations fully and in time, the IITH shall have the absolute right to take up the work at the Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including Security Deposit. The Institute shall have right to impose penalty commensurate with the fault and amount towards damages if any, shall be recovered from the bill.
4. The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the IITH from any claims in this regard.
5. The Contractor will be required to post manpower as may be needed to supervise and guide the workers for proper execution of the work as per directions of the Officer-in-charge nominated by Director of the Institute to administer the contract.
6. All letters posted to Contractor at the address given by him will be considered to have been delivered in time.
7. If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole may be terminated and Security deposit forfeited. The Contractor will have no claims what so ever on the IITH.
8. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made by these victims. The Contractor shall indemnify the IITH from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The contractor will fully indemnify IITH against all claims in this regard.
9. It will be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:

Employment of Children Act
Workmen compensation Act
Employment of Labour/Contract Labour Act
Industrial Employment Act
Contract Labour (Regulation & Abolition) Act 1970.
Minimum Wages Act
Employee Provident Fund Act
Any other act or legislation as may be in force from time to time.

10. Any liability arising on the IITH shall be deducted from the bills of the contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the contractor. There would be no liabilities towards the workers of the contractor by the IITH.

11. The IITH through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract.

12. The Contractor is required to post his authorized representative at the site of the work who shall receive the instructions from the Officer (to be nominated by the Director of the Institute) from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.

13. In the event of the contractor failing to execute the work under contract in whole or in part an alternative arrangement will be made by the IITH totally at the cost & risk of contractor besides any suitable fine /penalty.

14. The contractor shall be liable to pay compensation for any loss and/or damage caused to the property of the IITH or its Staff Members/Students/Visitors by the contractor or his workers.

15. The contractor shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff as regards work, discipline, attendance or any other matter concerning efficient and smooth functioning; the contractor will be under an obligation to change the worker concerned when instructed by IITH authority. The contractor shall observe all the laws and will be responsible for any prosecution of liability arising from breach of any of those laws. The IITH will not have any responsibility with regard to staff on the role of the contractor what so ever.

16. The IITH reserves the right to terminate the contract without assigning any reason by giving a notice of three months. The contractor will also have to serve a notice of three months, if he wishes to terminate the contract.

17. In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, IITH or any other officer nominated by the Director, IITH for arbitration whose decision shall be final and binding on the parties. The contractor agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.

18. The services of buses should be made available on all the working days and on holidays and on Sundays, if required.

19. A verification report in respect of all the personnel of contractor from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of IITH. Any changes should be informed immediately.

20. The personnel engaged by the contractor should have minimum literacy level i.e. a pass in Standard VIII to the extent possible.

21. The Contractor shall be fully responsible for providing leave benefits, weekly off, National & Festival holidays etc., to the personnel deployed and as and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.

22. The contractor should not be employee of IITH, Central or State Government, Autonomous Body, or PSU. He should submit a declaration to this effect.

23. The contractor and his staff will make their own residential arrangement outside the premises of the IITH. No one will be granted permission to stay in the Hostel during night or during non-functional hours.

24. The contractor shall supply all necessary tools required by his personnel for carrying out work. The repairs and maintenance of tools will be borne by the contractor.

25. The Contractor's Supervisor will maintain Daily Attendance Registers to keep record of the trips made by each bus.

26. The Contractor shall provide replacement of personnel, in case of absenteeism, casual/sick leave, etc., so as to ensure full staff at all time. In case of absence/leave by any particular person, the Contractor shall make alternate arrangement immediately failing which a penalty i.e. wages at double the rates would be deducted per day per person of absence.

B. MODIFICATION OF TERMS AND CONDITIONS: The IITH with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract.

C. PAYMENT OF WAGES: The contractor shall pay his workers' wages not less than the higher of the minimum wages fixed by the Central Govt. or State Govt. and all other statutory dues like EPF, ESI, bonus, etc., throughout the tenure of contract, in the presence of the representative of the Director of the IITH.

D. In the event of local problems arising while discharging the functions in IITH, the contractor will deal with them appropriately and he will not bring IITH on the scene for such matters.

E. The contractor shall provide:

1. Uniforms: 2 (two) Sets of Uniforms to his workers as approved by the IITH authority while on duty from out of his charges. Sufficient number of uniforms would have to be provided so that the worker is always with neat and tidy uniform. It will be strictly monitored and fine may be imposed and deducted from the charges of the contractor if the worker is found without uniform.
2. Identity Cards: The contractor will issue identity cards to his workers/supervisors after getting them verified by the IITH. Any worker found without identity card will not be permitted to enter the premises. He will post a supervisor at a specific point to receive & manage complaints & instructions.

F. REPORT:

1. The contractor or his representative shall daily report to the concerned Section, IITH to supervise the work under the contract and take instructions every day from him for the work on a Book/Register maintained by the contractor exclusively for the purpose. He shall preserve the said book and produce the same as and when required.
2. The contractor or his representative should approach the concerned Section, if he needs any instructions /help or has any difficulties.
3. The contractor or his representative should all the time be available at work site during the course of his work.

G. SCOPE OF WORK:

As described in Technical Details

H. SUPERVISION –

1. The Supervisor employed by the Contractor shall be responsible to coordinate, daily attendance, grant of weekly off, discipline, manage work, interaction with office-in-charge for the day to day work.
2. The persons deployed by the contractor should be reliable, trust worthy, alert and efficient.
3. The contractor's personnel should be well disciplined, polite with good behaviour. In case of any complaint or any unusual behaviour of the worker, he/she should be replaced within 24 hours after receipt of intimation from the Institute.
4. The contract personnel shall undergo medical examination at the expense of the contractor to ensure that they are free from any communicable diseases and medical examination certificate to be furnished as and when called for as and when required by the Institute.
5. The contractor shall not lease or sub-contract the whole or any part of the contract to anybody.

6. The contractors should make payment to the workers on or before 7th of every month and there should be no linkage between this payment and settlement of the contractor's bill from the IITH.

J. PAYMENT CONDITIONS:

1. The Contractor will submit, on or before 3rd day of the month, monthly pre-receipted bills in triplicate after satisfactory completion of the work to the Officer of the Institute for certification for pro-rata payment. The officer on the receipt of the bill will check the work record and there after process the bill for payment. All bills should be submitted on printed forms, duly signed and pre-receipted.

2. Payment will be made by the Institute to the contractor on monthly basis on submission of bills in triplicate along with the attendance sheets and certificate of satisfactory performance of work from the concerned officer of the IITH. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor.

3. In case of any delay in processing of the bills, the contractor would be required to ensure the payment of its workers by 7th of every month and there should be no linkage between this payment and settlement of the contractor's bill from the IITH.

K. COMMENCEMENT OF WORK:

The Contractor is required to start the work with effect from the date of acceptance of the contract. In case it is found that the work has not been taken up from the above date, the IITH at its sole discretion may cancel the work order and the EMD Security Deposit shall be forfeited without any further reference to the Contractor.

L. PENALTIES:

A point system will be in operation under which operational failures, depending on type and frequency, will entail point penalties. The liability of the contractor will not only be in terms of these points but also to the extent of the recommendations of the institute. Every point will entail a financial obligation of Rs. 100/-on the part of the contractor subject to a maximum of Rs. 1,00,000/-or 15% of the gross payment to the contractor/bidder in a month, whichever is less.

POINTS ALLOCATION:

Sl. No.	Particulars	Penalty points (units) per day
1	Non-availability of a Complaint book or Not providing the book for registering a complaint such as cleanliness, uniform etc.	10
2	Low Responsiveness (Not resolving the complaint within 2 days)	10
3	Unprofessional behavior/improper hygiene of driver or lack of cleanliness in vehicle	10
4	Late arrival or early departure	10

5	Complaint about different type of facilities not working properly in the vehicle	10
6	Complaint about non wearing of specified uniform by the Driver	20
7	Change of Vehicle without the consent of the Institute's administration	30
8	Rough/rash driving reported	30
9	Misbehavior by contractor's employees with IITH students/faculty/staff members/Guests/Visitors etc.	50
10	False Billing	10% of the gross payment of that vehicle of that month

M. CANCELLATION OF CONTRACT:

1. Notwithstanding any other provisions in this contract, the IITH reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.

2. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the IITH shall be forfeited without any claim whatsoever on IITH and the contractor is liable for action as appropriate under the extant laws.

LETTER OF ACCEPTANCE

I/We have read the Tender conditions including the General Terms and Conditions of the contract given in the tender document. I/We agree to abide by the same.

Date: _____

Contractor's Seal & Signature

Address for Correspondence:

PART – II: PRICE BID for SERVICE - B

Supply of **4 (four)** numbers of **22 (twenty two)** seater Mini buses for conveyance with in the Campus of IIT Hyderabad. The buses should be of 2015 or later models.

TO BE FILLED BY THE CONTRACTOR

RATE PER BUS PER MONTH FOR 4500 KMS/MONTH (16 Hours a day)

Description	FOR AC BUS	FOR NON-AC BUS
Rate per bus per month for 4500 KMS/MONTH and 16Hrs/Day	Rs. _____ In words:	Rs. _____ In words:
Charges for extra service:	Per hour : Rs. _____ Per KM beyond 4500 KMs per month : Rs. _____	Per hour : Rs. _____ Per KM beyond 4500 KMs per month : Rs. _____

Note:

- A. Registration, fitness certificate, insurance, uniform to Drivers and other staff, Driving Licence and all other related costs will be borne by the Contractor.**
- B. IIT Hyderabad will reimburse only the following 3 (three) items of expenditure:**
 - 1. Taxes / Statutory levies:** Applicable Tax and statutory levies, if any, will be refunded by IITH on production of proof of payment.
 - 2. Permit charges:** Charges paid to concerned RTA for plying bus in one or more Districts other than Medak District will be reimbursed by IITH on production of proof of payment. Similarly, charges for plying bus outside Andhra Pradesh will also be reimbursed by IITH on production of proof of payment.
 - 3. Toll, Entry and Parking charges:** IITH will reimburse Toll charges, Entry charges and Parking Charges on production of proof of payment.
- C. Measurement of distance covered:** The starting point of service on each day is Hostel and therefore the distance covered each day will be measured from the Hostel and will end at Hostel.

Signature of the Tenderer with Seal& Address

Date:

[To be submitted on Contractor's letter head]

UNDERTAKING BY CONTRACTOR

I/We hereby certify that:

Full manpower and buses will be engaged on daily basis for the Services sought under this contract on rotation basis (if required) as per given schedule or as per instructions issued by IITH. I/we have made the site visit in order to evaluate their level of services to be rendered and quoted accordingly.

I/We agree that the payment will not be made for the work not carried out.

I/We agree to pay minimum wages, EPF, ESI, bonus, and other statutory payments on or before 7th day of every month. Substitute workers/Supervisor will be made available as and when required. Two sets of Uniforms, Identity Card, and 1 pair of shoes will be issued to all the workers within 15 days of award of work and it will be replaced as and when required and all the expenditure will be borne by me/us.

Place:

Date:

Contractor's Signature and seal

Letter of Consent

Date: _____

To
The Director
IIT Hyderabad

Tender Ref. No. _____

Name of Work: Supply of 4 **(four)** in number **22 (twenty two)** seater Mini buses for conveyance with in the Campus of IIT Hyderabad.

Sir,

I/We understand the nature and quantum of work to be carried out. I/we have read the various conditions to tender including general conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 60 (Sixty) days from the date fixed for opening the Part I and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted.

I/We understand that my/our "Earnest Money Deposit" submitted along with the tender to Director, IITH will be liable for forfeiture. The rate quoted is firm and I/we will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the IITH, general conditions of the contract as amended from time to time and to carry out the work according to the conditions of the contract laid down by IITH.

A sum of Rs..... (Rupees.....) only is hereby forwarded as Earnest Money in the form of Demand Draft /Bank's Pay Order drawn in favour of Director, IITH from a Scheduled bank. The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if:-

I /We do not execute the contract documents within 7 (seven) days after getting information from IITH, or

I / We do not commence the work within 15 (fifteen) days after getting information from IITH.

Acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s) with Stamp, Address

Note: The formats have been made available for the convenience of tenderers in word format in the document titled 'Annexure'. The formats may also be downloaded. No change should be made by the tenderers except filling-up details. In case any change is made in the content of the formats, except filling-up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.

BID SUBMISSION PROFORMA (Commitment of the bidder)

Tender No. IITH/10/TENDER-Buses/2018-19/....

Bidder's Address: _____

To,
The Registrar,
Indian Institute of Technology
Hyderabad Kandi, Sangareddy
– 502285.

Dear Sir/s

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said Schedule and agree to hold this offer open till 16th April, 2019.
2. I/We have understood and complied with Eligibility and experience of the bidder as Section A, General Terms and Conditions as Section B and Scope of Work, Technical Specifications and Special Conditions of Contract as Section C and am/are fully aware of the nature of the services required and my/our offer is to provide services strictly in accordance with the requirements.
3. The following number of pages have been added to and form part of this tender:
4. Bidding documents and submission of Tender has been duly signed

and attached herewith. Yours faithfully,

Signature of Bidder

Address

Dated

PROFORMA CERTIFICATE FOR 'NO RELATION' WITH IITH EMPLOYEE

This has reference to our proposed contract for 'Supply of 4 (Four) 22-seater buses, to be entered into with Indian Institute of Technology Hyderabad.

- (i) I/We am/are not a relative/blood relation of any key managerial person of IIT Hyderabad.
- (ii) We are not a firm in which any key personnel of IIT Hyderabad or his/her relative is a partner;
- (iii) I/We am/are not a partner in a firm in which any key managerial person of IIT Hyderabad or his/her relative is a partner.

Signature of Contractor

Place:

Date:

PROFORMA OF PERFORMANCE BANK GUARANTEE

The Director,
Indian Institute of Technology Hyderabad,
Kandi, Sangareddy – 502285

Dear Sir,

1. In consideration of Indian Institute of Technology Hyderabad incorporated under the Act of Parliament, having its Office at Kandi Campus, Sangareddy-502285 (hereinafter referred to as 'IIT Hyderabad', which expression shall, unless repugnant To the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (herein after called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and IIT Hyderabad having agreed that the CONTRACTOR shall furnish to IIT Hyderabad' performance guarantee for Indian Rupeesfor the faithful performance of the entire CONTRACT.
2. We (name & Address, fax, email of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs. (in figures) (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by IIT Hyderabad on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by IIT Hyderabad in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that IIT Hyderabad at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that IIT Hyderabad may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that IIT Hyderabad shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IIT Hyderabad against the said CONTRACTOR(s) and to forbear or enforce any of the terms and 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 CONTRACTOR(s) or for any forbearance, act or omission on the part of or any indulgence by IIT Hyderabad to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of IIT Hyderabad under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till IIT Hyderabad discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of IIT Hyderabad or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs.-----(in figures) -----(Indian Rupees in words) and our guarantee shall remain in force until .(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank guarantee. If no such claim has been received by us by the said date, the rights of IIT Hyderabad under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of IIT Hyderabad under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this

..... day of 2019 at.....

WITNESS NO. 1

(Signature)
Full name and official
address (in legible letters)

stamp

(Signature)
Full name, designation and
address (in legible letters) with Bank

Attorney as per power of Attorney
Dated.....

WITNESS NO. 2

(Signature)
Full name and official address

(in legible letters)