

MAHARAJA RANJIT SINGH PUNJAB TECHNICAL UNIVERSITY, BATHINDA
GENERAL TERMS AND CONDITIONS

Sub: TENDER FOR HIRING VEHICLES.

The University requires hiring the vehicles for its Staff & Students to travel for (Official & Academic) tours on as and when required bases.

1. Parties:- "The parties to the Contract are the contractor (the tenderer to whom the Work has been awarded) and Maharaja Ranjit Singh Punjab Technical University, Bathinda.
2. Addresses:- For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Registrar, Maharaja Ranjit Singh Punjab Technical University. The contractor shall be solely responsible for the consequences of any omission or errors to notify change of address in the aforesaid manner.
3. Security Deposit & EMD) Descriptions -
 - 3.1 The contractor has to furnish an EMD (Earnest Money Deposit) for Rs.20,000/- (Rs. Twenty Thousands Only) through on-line mode only.
 - 3.2 The contractor has to furnish Security Deposit Rs.50,000/- (including EMD) of the work awarded to him. It is the prime responsibility of Contractor to deposit the amount before commencement of work. The Security Deposit shall be in the form of demand draft in favour of Maharaja Ranjit Singh Punjab Technical University. EMD of the successful contractor will be converted into security deposit and total amount of security will be Rs.50,000/-.
 - 3.3 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid Security Deposit will be forfeited.
 - 3.4 The Security Deposit can be forfeited by order of the Registrar, in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Security Deposit as may be considered by the Registrar, Maharaja Ranjit Singh Punjab Technical University sufficient to cover any

incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

4. **Signing of Tender:**

The tenderer to sign all the pages of Tender document award receiving letter and he should have authority to do so.

The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its Annexures as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS TENDER DOCUMENT.

4.1 In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

4.2 In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

4.3 A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the University may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

5. **Technical Bid:**

5.1 The Technical bid should be submitted in forms given in Annexure-II & III along with Copy of PAN issued in favor of the firm or as applicable, Provident Fund number/ESIC/ GST number, if applicable and any other information sought for in the last section of the Annexure-III.

6. **Financial Bid:**

6.1 The Financial Bid should be submitted in the form given in Annexure IV in a separate sealed cover kept inside the main cover. The Financial Bids of those tenderers, who

are found technically competent, will be opened on a specified date and time to be intimated to the respective tenderer.

6.2 The rate to be quoted for Vehicles shall be inclusive of all taxes, toll tax, & any other applicable Govt. duty excluding out station permit fee, toll tax & parking fee etc.

6.3 Nothing extra beyond accepted rates will be paid by the University.

6.4 Terms of payment as stated in the Tender Documents shall be final.

7. **Validity of the Bids:**

The bids shall be valid for a period of 90 days from the date of opening of technical bids.

8. **Opening of Tender:**

The tenderer is at liberty either himself or authorize, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identifications of both and will mark his attendance before opening of the tender.

9. **Evaluation of Tender:**

The evaluation of the tender documents will be made on the basis of technical information furnished in form given in Annexure-II & III. The financial bids of only those firms will be opened who will qualify the evaluation criteria. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any specific terms and conditions of the contract given in Part-II of Annexure-II of this Tender document.

10. **Right of Rejection:**

10.1 The Registrar, Maharaja Ranjit Singh Punjab Technical University, reserves all rights to accept /reject the tender document. The Registrar also reserves all rights to reject tender not fulfilling the criteria mentioned in the tender document, without communicating any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of Registrar, Maharaja Ranjit Singh Punjab Technical University shall be final and binding.

10.2 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

11. Award of Work:

The Registrar, Maharaja Ranjit Singh Punjab Technical University will award the work to successful contractor at L-1 rates

- **Location of the firm:** - The firm submitting the tender should have atleast one operating register office with staff and vehicles in Bathinda.

12. Penalty:

(a) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of vehicles from the market in the event of Contractor failing to provide requisitioned vehicles or not providing vehicles in time, The Registrar, Maharaja Ranjit Singh Punjab Technical University shall make deductions at double the rate of Hiring rate on prorata basis from the bills referred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Maharaja Ranjit Singh Punjab Technical University.

(b) The powers of the Registrar, Maharaja Ranjit Singh Punjab Technical University under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned in the tender document.

(c) In case of breach of any of terms and conditions mentioned above, the Registrar, Maharaja Ranjit Singh Punjab Technical University will have the right to cancel the work order (without any reason thereof) and nothing will be payable by the University in that case and the security deposit shall be forfeited.

13. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party. The tender is nontransferable.

14. Payment Terms:

14.1 The contractor shall be paid on monthly basis on the basis of accepted rates. No payment shall be made in advance and no loan from any bank or financial institution shall be recommended on the basis of the order of award of work.

- 14.2 The contractor shall submit the bills in the first week of month in respect of vehicles hired during previous month.
- 14.3 All payments shall be made by Cheques /RTGS/NEFT.
- 14.4 Registrar, Maharaja Ranjit Singh Punjab Technical University shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.
- 14.5 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.

15. Arbitration:

If any difference arises concerning this Tender, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for the conditions do not yield any results within a period of 30 days, either of the parties may make a request to other party for submission of the dispute for decision, by a sole arbitrator, to be appointed by the university. The provisions of arbitration and conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

- 16.** All disputes will be settled within the jurisdiction of the head quarter of Maharaja Ranjit Singh Punjab Technical University, Bathinda.

MAHARAJA RANJIT SINGH PUNJAB TECHNICAL UNIVERSITY, BATHINDA

TENDER FOR HIRING VEHICLES

(TECHNICAL SPECIFICATIONS)

PART-I

Pre-Qualification Criteria

1. The E-Tenderer should have at least three years' experience of running Vehicles i.e Commercial/Passenger/vehicles/Taxi for Govt. of Punjab/aided/autonomous bodies/ institution/Pvt. Ltd. Firms. The proof (self-attested) of the same is mandatory.
2. The Tenderer should have average annual financial turnover during the last 3 years, ending 31st March of the previous financial years, should be at least Rs.10 lacs. Tenderer to submit balance sheet and profit & loss account statement of last three financial years duly certified by CA. The proof (self-attested) of the same is mandatory.
3. The Tenderer should have valid Copy of PAN/ GST issued in favor of the firm or as applicable, Provident Fund numbers/ESIC if applicable. The proof (self-attested) of the same is mandatory.

MAHARAJA RANJIT SINGH PUNJAB TECHNICAL UNIVERSITY, BATHINDA
(TECHNICAL SPECIFICATIONS)

PART-II

SPECIAL TERMS AND CONDITIONS

1. Driver & Conductor should be in proper uniform, carry mobile phones, valid Driving License and other required documents/equipment's specified by concerned Govt. departments.
2. Vehicles to be provided by the Contractor should be in perfectly sound Working condition not older than 05 years.
3. The vehicles registered under Bus/ Taxi categories should be provided.
4. The Rates once finalized will be fixed for the total contract period including extensions (if any).
5. Upward change in rates will not be considered due to any hike in petrol/diesel/ prices or taxes during the period of contract.
6. Rate contract can be extended on the same finalized terms and conditions at the discretion of the university.
7. Rates quoted shall be inclusive of taxes, duties, diesel, driver/conductor, etc. excluding out station permit fee, toll tax & parking fee.
8. The successful contractor to ensure statutory compliance of direction/norms/conditions laid down by RTA/Incharge police/ ESIC/PF or other related body.
9. The contractor will implement all the Govt.' notifications/orders & Acts issued by the Government time to time.
10. The contractor will be responsible for any challan/penalty imposed for violation of any traffic rule or under the any Govt. or private body.
11. The contractor will be responsible for any type of damage caused due to any reason (fires, accident, riots, strikes, lockouts, etc.).
12. The vehicle provided by the contractor should be fully insured along with insurance of Passengers.
13. Contractor will provide facility of first aid box & drinking water in their vehicle.