

Ref: NITMGH/ES/TRANS/Hiring/Vol. III/812

Date:- 07.07.2023.

**NOTICE INVITING QUOTATIONS FOR PROVIDING TRANSPORT SERVICE AT NIT  
MEGHALAYA**

NIT Meghalaya invites online Tenders through CPP Portal <https://eprocure.gov.in/eprocure/app> from eligible Bidders for procurement of equipment.

Prescribed Tender document, detailed fees and specifications, bid instructions and Terms & Conditions can be downloaded from the CPP Portal (<https://eprocure.gov.in/eprocure/app>) or from the Institute website (<http://www.nitm.ac.in/>). However, the bidding process (submission and finalization) will be done in online mode at CPP Portal. The bidders may submit their bid only through uploading in the CPP Portal <https://eprocure.gov.in/eprocure/app>.

**BIDINSTRUCTIONS**

The offer must be submitted in Two Bid – Two Files/Covers only through uploading in the CPP Portal, before the last date & time for bid submission. Bidders must submit their digitally signed bids. The covers will contain the following documents:

1. Cover 1 which consists of technical requirements and general terms & conditions.
2. Cover 2 which consists of the Price Bid (in BoQ Ms-Excel format).

**BRIEF BACKGROUND**

National Institute of Technology Meghalaya intends to hire Vehicles on contract under the following categories:

**Group-A: Cars for catering to the official travel requirements on Monthly Contract:-**

The Institute intends to hire at least 2 (two) cars on monthly contract. The number of cars required may vary based on demand. The successful bidder(s) under Group-A will be awarded the **CONTRACT FOR PROVIDING CAR SERVICE ON MONTHLY BASIS**.

**Group-B: Cars for catering to journeys on daily basis:-**

The Institute also requires cars for movements such as city trip/tour, inter-city trip, inter-State trip/tour, pickup & drop to & from Airport (Umroi & Guwahati) and Railway station at Guwahati, etc. The successful bidders under this group shall be **EMPANELLED FOR PROVIDING CAR SERVICE FOR JOURNEYS ON DAILY BASIS, AS AND WHEN REQUIRED**.

Sealed tenders are invited from the experienced Private Transport Companies/ Agencies for providing transport services as described above. The vehicles should have excellent running condition with good seats and upholstery.

The bidders may provide vehicles (Petrol/ Diesel) of the following brands/ models complying with prevailing emission norms of BS VI and above for Group A & B

**FOR GROUP A** - Toyota Innova (The age of vehicle/vehicles should not be more than two years and should not run more than 50,000 Km).

Initially the Institute is in need of two Toyota Innovas which may be increased or decreased depending upon requirement.

**FOR GROUP B -**

Swift-Dzire / Toyota Etios/ Hyundai Verna/Scorpio / Innova / Mahindra Bolero (with carrier) / Mahindra Bolero (without carrier) / Sumo Gold

(The age of vehicle/vehicles should not be more than two years and should not run more than 50,000 Km)

The period of contract shall initially be for a period of one year from the date of award of contract issued by NIT Meghalaya and may be renewed annually on the basis of satisfactory performance for a maximum period of three years under the same terms and conditions or with such amendments as may be mutually agreed to, and also subject to the necessary approval of the Competent Authority of NIT Meghalaya. However the renewal of contract shall be at the sole discretion of the Competent Authority of NIT Meghalaya.

**LAST DATE OF SUBMISSION: 31.07.2023 at 1:00 PM.**

**Technical bids will be opened on 01.08.2023 at 3:30 p.m**

**BASIC REQUIREMENTS:**

1. The Agency should preferably be registered with the Labour Department, Government of Meghalaya and having valid labour license. Agencies registered with the Office of the Chief labour Commissioner (Central) and having valid labour license shall also be considered.
2. The Agency should have Income Tax account (PAN), GST Registration Certificate and other statutory registration for operating as transport service provider.
3. The Agency should have Valid Trading License issued by the Khasi Hills Autonomous District Council (KHADC), Shillong, under provisions of the United Khasi-Jaintia Hills District (Trading by Non-Tribals), Regulation, 1954 (as amended) and the United Khasi-Jaintia Hills District (Trading by Non-Tribals) Rules, 1959 (as amended). Those who do not possess valid Trading License at the time of tender submission, if awarded the contract, are to produce a copy of the license within one month from the date of written order issued by NIT Meghalaya. Otherwise the order will automatically be cancelled and order shall be placed with the L2 vendor.
4. The Agency should have experience in providing transport service to Government and Non-Government organizations, Autonomous Institutes, Public Sector and Private Sector Undertakings of at least three years.
5. The Registered Office or one of the Branch Offices of the Agency must be located in Shillong, failing which the quotation shall not be considered.
6. The Agency should have satisfactory Completion Certificates or valid Work Orders / Contracts of at least 3 (three) similar works with estimated as per below:
  - a. ₹ 7 Lakhs per annum for Group A.
7. The Agency should not have been blacklisted in the past 05 (five) years by any Government and Non-Government organizations, Autonomous Institutes, Public Sector and Private Sector Undertakings.
8. The Agency should have no vigilance/CBI case pending against it.

Agencies meeting the above basic requirements may submit tenders. The prescribed Tender document, detailed fees and requirements, bid instructions and Terms & Conditions can be downloaded from CPP Portal.

## INSTRUCTIONS TO BIDDERS:

1. The tender for hiring of cars shall be in a two-bid system. Tender shall comprise of a Technical Bid (providing information about technical capabilities, experience of similar service, list of organizations where such services are being/ have been provided, substantiated with copies of service orders, testimonials/certificates, etc.) and a Financial Bid (showing details of Charges for the Services with relevant taxes).
2. Bidders can quote for any one or more of the Groups above. Bidders may also add brands/ models, however, evaluation of the bids will be done only for the brands/ models mentioned above. Bidders are advised to quote for all brands/models mentioned, as far as possible.

## SCOPE OF WORK WITH SOME CONDITIONS

1. Only inspected and approved vehicles will be sent for service on regular basis. Vehicles sent as replacement / standby will also be subjected to inspection and approval. Institute reserves the right to inspect all / any vehicle at any time during the contract period.
2. **Insurance:** The provided vehicles must be fully and comprehensively insured covering the risk to the driver and also all passengers.
3. The vehicle(s) are required as per necessity from the date of issue of the service order. The contract vehicles shall be used by officials of the Institute and for Institute works only.
4. **The drivers of the vehicles for Group A shall be provided by the Institute and the Agencies should only quote the cost of hiring the vehicle along with mileage for Group A. However drivers for vehicles hired under Group B shall be provided by the Agencies along with the vehicles and the Agencies shall quote accordingly.**
5. The duty hours and kilometers will be calculated from the reporting time to releasing time of the vehicle on each day. Extra run of ½ hour for reporting and ½ hour for garaging will be entertained. The bill shall be prepared on the basis of Day & Time and kilometer readings in the report and release columns of the Log Book.
6. The payment of rental cars/vehicles will be made on a monthly basis. The payment will be released based on the recommendation of the Institute Transport Committee.
7. The Log Book is to be maintained by the service provider as per proforma to be specified by the NIT Meghalaya and which is to be verified and certified by the Faculty-in Charge, Institute Transport Committee. In case of loss of the said Log Book, the decision of the Institute Transport Committee regarding payment will be final.
8. The Faculty-in Charge, Institute Transport Committee will operate the contract, monitor the movements and his decision and instructions will be binding on the contractor.
9. While on duty the driver should be provided to keep with him the proper and up-to-date records and certificates (like RC, valid insurance, pollution under control certificate, etc.) of the vehicle and valid driving license. NIT Meghalaya shall not be responsible for the above in any manner.
10. The contractor is solely responsible for all actions including payment of any type of claims arising out of infringement of rules, regulations, accident or any other unforeseen happening. All such expenses that may arise from and out of the above shall be totally borne by the contractor.
11. In case the vehicle is withdrawn for maintenance /repair/ breakdown, a substitute vehicle should be provided forthwith.
12. The Faculty-in-charge, Institute Transport Committee of the Institute to whom the vehicle shall essentially report is empowered to return the vehicle on any day if he/the authorities feel that it is not travel worthy and no payment will be made for that day. Moreover, no payment will be made for the day, if the transport contractor fails to render service at the appropriate time on a day.

13. The day will be reckoned from mid-night to mid-night.
14. The contractor must have at least one active fixed/ mobile where requisition of vehicles can be conveyed throughout the 24 hours a day. Telephone Number must be specified in the Bid.
15. The liability arising out of accident of the hired vehicle (specifically for Group B) under relevant sections of the Motor Vehicles Act and IPC shall solely be on the contractor and the hiring authority has no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law. NIT Meghalaya shall have no direct or indirect liability arising out of negligent, rash and impetuous driving, which is an offence under relevant sections of IPC, and any loss caused to NIT Meghalaya will have to be suitably compensated by the contractor.
16. The contractor shall assign the job of driving of hired vehicles (specifically for Group B) only to qualified, experienced (minimum 03 years), licensed drivers and also assume full responsibility for the safety and security of the passengers. The contractor shall not deploy any driver who has not completed eighteen years of age and who does not possess a valid driving license.
17. The operation and function of vehicles and drivers shall be governed by Motor Vehicles Act and these shall be the responsibility of the contractor (specifically for Group B). Any violation of traffic rules can invite penalty and such penalty will be paid by the contractor.
18. The essential spares must be maintained in the vehicle for trouble free driving.
19. The contractor shall when called upon to do so, place at the disposal of NIT Meghalaya such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles the contractor is normally required to supply for the purpose of execution of the contract, at same rate and terms and conditions.
20. Vehicles registered for commercial purpose, shall preferably be supplied to NIT Meghalaya and taxes etc. due on such vehicles shall be liability of the contractor. The cost of lubricants, repairs, maintenance, taxes, insurance, etc. will be the contractor's liability.
21. NIT Meghalaya will reimburse toll tax, parking charge and state passenger tax wherever incurred on submission of original receipt. The driver should be provided with petty cash from the contractor for the purpose.
22. NIT Meghalaya reserves the right to counter offer negotiated price against price quoted by the lowest bidders. **Multi Vendor system may be adopted** as per direction of the Institute Authority, if the lowest bid is acceptable to other short-listed bidders.
23. The vehicles deployed should be well maintained and kept in perfect running condition.
24. Regular pollution check must be carried out and valid pollution under control certificate must be maintained for each vehicle deployed under the contract.
- 25. Journey within Shillong Urban Agglomeration area will be treated as local journey.**
26. The vehicles must be provided with decent upholstery, clean seat covers, comfortable seat cushions and other basic fittings/ accessories like AC, radio/ MP3 player etc. for the comfort of passengers.
27. Drivers of vehicles (specifically for Group B) must be provided with mobile phones. No extra charges would be paid by NIT Meghalaya for the same. The mobile numbers of the drivers shall be provided to the Faculty-in-Charge, Institute Transport Committee and at the main gate.
28. In case of break down / servicing / repair, the contractor shall provide alternate vehicle of same make and model or higher failing which vehicle shall be hired from any other source / sources at the risk and cost of the contractor.
29. The maintenance cost, charges of fuel (petrol/diesel), road tax, permit fee, passenger Tax, Border Tax, challans, the overtime and mobile phone charges of driver etc. are the responsibility of the Contractor and should be paid by the Contractor. NIT Meghalaya shall have no liability on the above.

30. If the vehicle does not report at the requisitioned time or is not found in good condition or without proper documents, it may be rejected and sent back. No payment shall be made on account of car so rejected.
31. The contractor shall solely be responsible for accidents, if anything happens. Institute will not be responsible for any litigation whatsoever under any circumstances.

#### **ADDITIONAL OR EXTRA SERVICES**

The Contractor may also be asked to provide additional services not specifically provided for in this contract, for which the remuneration shall be payable at the rates as may be settled by mutual negotiation. In the absence of an agreement being reached on the rates for such additional services, the decision of the Institute Authority will be final and binding and non-settlement of the rates for additional services will not confer any right upon the contract to refuse to carry out or render such services.

The decision of the Institute Authority with respect to the rates for extra/ substituted items of work will be final and binding.

## **DUTIES AND RESPONSIBILITIES OF CONTRACTOR FOR “GROUP B”**

1. **Provision of staff:** The contractor shall provide, at his own cost, trained Drivers having valid license and other employees with necessary tools, instruments, equipment etc., for safe, effective and efficient discharge of the work contemplated in the contract.
2. The Drivers engaged should be broadly aware of the major routes of Meghalaya and Assam.
3. Contractor shall be responsible for the proper and orderly conduct of his staff/ workers while performing their duties as a part of this contract and shall employ only such persons whose character has been verified by the Police/ Govt. Administrative Officer. He shall, on demand, produce papers regarding police verification of any of his staff.
4. Insurance of all the employees and the vehicles will be responsibility of contractor.
5. **Liability for labour and/or personnel:** The contractor shall be responsible for compliance of relevant labour laws or any other act to the extent they are applicable to his establishment/ workmen.

## **SELECTION CRITERIA:**

1. **Technical Bid:** The documents submitted in the Technical bid on CPP portal will be evaluated by the Committee. The bidders fulfilling all the basic requirements mentioned at page 2 in the tender paper will be considered for financial bid. The bidders who do not meet the eligibility criteria will not be considered for further evaluation.
2. **Financial bid:** The bidders fulfilling all tender requirements and attached all documents to the satisfaction of the tender opening committee will be considered for opening of financial bids through the CPP Portal.

## **TERMS AND CONDITIONS**

1. **Effect and validity of offer:** The tender shall remain valid for a period of 90 (ninety) days from the date of tender opening.
2. **The estimated cost of the tender approximately per annum is as follows:**
  - i. ₹ 11,00,000/- (Rupees Eleven Lakh) for Group A
  - ii. ₹ 7,00,000/- (Rupees Seven Lakh) for Group B.
3. **Earnest Money:** Refundable earnest money deposit (EMD) as follows only through Demand Draft/Banker's Cheque only in favour of National Institute of Technology Meghalaya, payable at Shillong, must accompany the Quotation.
  - i. ₹ 27,500/- (Rupees Twenty Seven Thousand Five Hundred) for Group A.
  - ii. ₹ 17,500 /- (Rupees Seventeen Thousand Five Hundred) for Group B.
  - iii. Bidders quoting for both Group A & B shall have to submit earnest money deposit (EMD) of ₹ 45,000/- (Rupees Forty Five Thousand).

EMD of unsuccessful bidder(s) shall be returned after finalization of the contract without any interest. EMD of the successful bidder(s) will be released after submission of Security Deposit.

Firms registered under MSME will be exempted from submitting EMD. In case of firms registered under NSIC, exemption will be given to the permissible extent, as indicated in their Certificate. All vendors claiming exemption must submit copies of their valid MSME/NSIC registration Certificate (along with the Technical Bid in case of two bid system). Offers received without Earnest Money or valid Certificate shall be summarily rejected.

4. **Security Deposit:** Selected Bidder(s) will have to submit a Security Deposit, as shown below, in the form of Deposit at Call/ Fixed Deposit / Bank Guarantee (in format enclosed at Annexure-I) pledged to NIT Meghalaya, Laitumkhrah, Shillong and shall be valid till 60 (sixty) days after the contract period:

**Group-A:** INR 1,10,000/- (Rupees One Lakh Ten Thousand) only

**Group-B:** INR 70,000/- (Rupees Seventy Thousand) only

5. If the services of the contractor at any stage are found unsatisfactory, the Institute is likely to cancel the contract without assigning any reason/notice and his security deposit will be forfeited without any litigation. In case of breach of any of the terms of agreement, the security deposit of the Agency is liable to be forfeited.
6. Bidders shall indicate their rates in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the quotation. In case of a mismatch, the rates written in words will prevail. Usage of "White ink" to erase and then rewrite the rates will not be accepted. Bidders are advised to strike out wrong entries and rewrite clearly beside them. In such cases, the bidder shall have to sign and place their official seal for every corrected entry.

7. **Documents to be attached:** The Bidder should submit following documents along with the technical bid in **Annexure-II:**
  - i. Affidavit stating that the Agency has not been blacklisted in the past by any Government and Non-Government organization(s)/ Autonomous Institutes/ Public Sector and Private Sector Undertakings and no case is pending against any contract and also to state that there is no vigilance/CBI case pending against the Firm/Agency. The affidavit is to be duly executed before the Notary Public or Magistrate First Class on a non-judicial stamp paper of INR 10/- (Rupees Ten) only.
  - ii. A certificate from the bidder that all the terms and conditions of the tender are acceptable to him.
  - iii. Experience certificates or service orders for providing transport service to Govt./ Govt. undertakings.
  - iv. Copy of relevant registration documents certifying its entity as a proprietorship/ partnership/ company.
  - v. Certificates from the E.S.I. & the E.P.F. for employees of the Contractor/ Agency (if applicable).
  - vi. Copies of Income Tax Returns and Audited Balance Sheet of the last 3 (three) Financial Years?
  - vii. Copies of Annual Turnover Certificates of last three financial years duly certified by a Chartered Accountant?
8. All documents submitted should be self-attested with seal of the bidder.
9. **Submission of Compliance Certificate:** Duly filled and signed Compliance Certificate (as per format at Annexure- IV) must be submitted along with the Technical bid failing which the quotation shall not be considered.
10. Bidder must unconditionally accept all terms and conditions stipulated in the tender document and all pages of the bid including all enclosures should be numbered and must be duly filled in, signed and stamped by the bidder or his authorized representative. Offers received without signature and seal on all pages are liable to be rejected.
11. **Conditional tenders not acceptable:** All the terms and conditions mentioned herein must be strictly adhered to by all the bidding Agencies. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Conditions mentioned in the tender bids submitted by vendors will not be binding on NIT Meghalaya.
12. **Subcontracting not allowed:** The successful bidder shall not subcontract, transfer or assign the task to any other agency without the previous written approval of NIT Meghalaya. In case the Contractor contravenes this condition, NIT Meghalaya shall be entitled to place the contract elsewhere at the cost and risk of Contractor and all expenses borne on this account shall be recovered from them.
13. **TDS @ 2% shall be deducted by the Institute under Section 51 of the GST Act, 2017 when the value of your service exceeds Rs. 2.5 Lakhs. The GST-TDS registration of NIT Meghalaya is “17SHLN01494DIDQ” for reference.**
14. Non-tribal bidder / Outsourcing Agency, etc., who do not possess valid Trading License issued by Khasi Hills Autonomous District Council, Shillong, where applicable, if awarded the contract, are to produce a copy of the license within one month from the date of written order issued by NIT Meghalaya. If the bidder/agency fails to produce the valid Trading License within the stipulated time, their contract will be automatically cancelled and the contract shall be offered to the L2 bidder/agency. The bidder/agency will be allowed to continue only till the L2 bidder starts providing the service to the Institute. NIT Meghalaya shall in no way be liable for cancellation of the contract for failure to produce the valid Trading License from the KHADC.



**15. The age of the vehicles shall not be more than 2 (two) years and should not run more than 50,000 kms for Group A.**

**16. Payment of any Govt. Tax or duty for plying the vehicles will be liability of contractor.**

**17. PENALTIES:**

- i. In case of break down, vehicles have to be replaced by other vehicle, of the same make or higher, in good condition immediately or not more than one hour late. In case of non-availability of suitable vehicle a penalty of up to INR 1,000/- (Rupees One thousand only) per day shall be imposed.
- ii. If the number of break down exceeds three times in a month, a penalty of INR 1,000/- (Rupees One thousand only) per break down shall be imposed for the first month. If the vehicle breaks down two or more times again in the subsequent month, the vehicle shall be replaced forthwith, in addition to payment of penalty amounting to INR 1,000/- (Rupees One thousand only) per break down.
- iii. In case the Contractor awarded the contract fails to supply requisite number of vehicles, this office reserves the right to hire vehicles from other sources at the risk and cost of the Contractor.

NIT Meghalaya also reserves the right to impose penalties, as shown below, for unsatisfactory services which may include:

- a. Poor quality of service such as delayed arrival/departure at/from the designated stop/ place.
- b. Misbehavior by contractor staff with the service users.
- c. Disruption in the schedule / non-availability of the vehicles on any day.
- d. Working in violation of instructions given by NIT Meghalaya.
- e. Poor quality of vehicles (both interior & exterior).

In such cases, a penalty of INR 10,000/- (Rupees Ten thousand only) per day per vehicle shall be imposed for the first violation and INR 20,000/- (Rupees Twenty thousand only) per day per vehicle for the second and third violations. Further violations will attract a review of the contract by the Institute Authorities and may even lead to termination of the contract.

**18. METHODS OF EVALUATION:- Only the agencies fulfilling all the basic requirements mentioned at page 2 of the tender paper shall be considered for Financial Bid.**

**19. PAYMENT:**

Payment for the hired transport service will be made monthly basis.

The Contractor shall be paid according to the approved Schedule of Rates agreed upon as per Annexure-III (A, B).

The rates agreed upon shall be binding on both the parties and no change in the rates will be permissible during currency of the contract.

Subject to any deductions which NIT Meghalaya may be entitled to make under the terms of the contract, the contractor shall be entitled for payment as under:

- a. The contractor shall prepare and submit monthly bills, within 10 days of the succeeding months along with a Summary Sheet. Failure of the same will be considered as violation of point No. "d" of the Penalties Terms and Conditions (unsatisfactory service), i.e 'Working in violation of instruction given by NIT Meghalaya and a penalty will be imposed as described in the following section of unsatisfactory services'.
- b. The Faculty-in-charge, Institute Transport Committee shall make necessary checks on correctness of the claim.

- c. Payment of amount claimed will be arranged, after deducting all charges due at the prescribed rate.
- d. The payment of the bill will ordinarily be made within 15 days of submission. Any delay, however, shall neither entitle the contractor to claim interest nor terminate contract.

No claim in respect of under-payment to the Contractor shall be considered valid or shall be entertained unless a claim in writing is made thereof within three months from the date on which payment of the original claim thereto was made. Any claim for such under-payment not received within the stipulated period shall be liable to be rejected by NIT Meghalaya.

All payment shall be made through PFMS and occasionally through account payee cheques. The successful contractor/agency is instructed to furnish clear and complete bank account details so that payment can be effected smoothly through PFMS.

NIT Meghalaya (NITM) will have the right to recover any over payment which might have been made to the contractor by NITM due to inadvertent error or any other cause whatsoever, from the bills and from the security deposit or any other amounts due to him. In the event of any such recoveries/adjustments made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within 15 days of payment to this effect, failing which NITM will be at liberty to deduct the said amount from the future bills.

Daily Log Book should be maintained and should be signed by the concerned authorized staff of the Institute.

20. **Right to terminate the agreement in case contractor becomes insolvent or is convicted in a court of law:** If, at any time, the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted in any Court of law, NIT Meghalaya will have the absolute option of terminating the contract forthwith and the contractor shall have no right for damage or compensation on this account.
21. **Exit Clause:** The Director, NIT Meghalaya has the absolute right to terminate the contract at any time before the due date of expiry, without assigning any reason, by giving one month's notice in advance to the Agency in writing. The Director, NIT Meghalaya shall also have the right to extend the contract in writing on the same terms and conditions with some addition/deletion for a further period of one year or for a shorter period until such time as a new Agency takes over in the event of the Institute resorting to the process of appointing a fresh Agency. However, it will be obligatory on the part of the bidder to continue to work at the rates prevailing on the last date of the contract even beyond contract period under these circumstances.

In the event of the Agency desiring an earlier termination of the contract, they shall have to give three months advance notice to the Institute Authority.

22. **Notices, etc.:** Save as otherwise provided, all notices to be issued and action to be taken for and on behalf of NIT Meghalaya shall be issued or taken on behalf of NIT Meghalaya by the Faculty-in-charge, Transport, NIT Meghalaya. The Contractor shall furnish the name, designation and address of his authorized representative(s), and all complaints, notices, communication and references shall be deemed to have been duly served to the Contractor, if delivered to him or his authorised representative(s) or left at or posted at the address so given. It shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary cover of post or on the day on which they were delivered or left.
23. **Enquiry during the course of evaluation not allowed:** No enquiry from the bidder(s) shall be entertained during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Institute Authorities may make enquiries/seek clarification from the bidders. In such a case, the bidder must extend full co-operation.

24. **Bid not transferable:** The bid documents are not transferable and the seal and signature of the individual/ authorized official of the firm must appear on all the pages and envelopes submitted.
25. At any time prior to the date of submission of bid, NIT Meghalaya may, for any reason, either of its own or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment / corrigendum. **Any such amendment / corrigendum will be duly notified only through the CPP portal only.** Prospective bidders are advised to check the Institute's website every now and then for any amendment / corrigendum. In order to provide reasonable time to take the amendment into account in preparing the bid, NIT Meghalaya may extend the date and time for submission of bids.
26. The acceptance of the quotation will rest solely with the Director, NIT Meghalaya, who, in the interest of the Institute, is not bound to accept the lowest quotation and reserves the right to reject or partially accept any or all the quotations received without assigning any reasons.

**27. Force Majeure:**

If the performance of the obligation of either party is rendered commercially impossible by any of the events hereafter mentioned, that party shall be under no obligation to perform the agreement under order after giving notice of 15 days from the date of such an event in writing to the other party, and the events referred to are as follows:

- a. Any law, statute or ordinance, order action or regulations of the Government of India,
- b. Any kind of natural disaster, and
- c. Strikes, acts of the Public enemy, war, insurrections, riots, lockouts, sabotage.

**28. Termination for default:** Default is said to have occurred

- a. If the Agency fails to perform any or all of the services specified in the contract.
- b. Under the above circumstances NIT Meghalaya may terminate the contract in whole or in part and forfeit the Security Deposit. In addition to above, NIT may at its discretion also take the following actions: NIT Meghalaya may make alternate arrangements with another qualified Contractor/ Agency in such manner as it deems appropriate and the defaulting Contractor/ Agency shall be liable to compensate NIT Meghalaya for any extra expenditure involved towards services obtained.

**29. Applicable Law:**

- i. The contract shall be governed by the laws and procedures established by Govt. of India and subject to exclusive jurisdiction of Competent Court and Forum in Shillong only.
  - ii. Any dispute arising out of this contract shall be referred to the Director NIT Meghalaya, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, to be appointed by the Director of the Institute. The decision of such Arbitrator shall be final and binding on both the parties.
30. Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point shall be sought from the NIT Meghalaya whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Director, NIT Meghalaya whose decision will be final and binding.

Sd/-  
Registrar

**Enclosures:**

1. ANNEXURE - I: Performance Bank Guarantee
2. ANNEXURE - II: TECHNICAL BID
3. ANNEXURE - III (A): FINANCIAL BID (SCHEDULE OF RATES FOR GROUP-A)
4. ANNEXURE - III (B): FINANCIAL BID (SCHEDULE OF RATES FOR GROUP-B)
5. ANNEXURE – IV : Format of Compliance Certificate

**PERFORMANCE BANK GUARANTEE**

To,  
The Director  
National Institute of Technology Meghalaya  
Bijni Complex, Laitumkhrah, Shillong-793 003  
Meghalaya

**WHEREAS** ..... (Name of Agency /Service Provider)  
hereinafter called "the Service Provider" has undertaken, in pursuance of Contract No.....  
dated,..... 20.. to provide..... (Description of Services)  
hereinafter called "the order".

**AND WHEREAS** it has been stipulated by you in the said order that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Service Provider’s performance obligations in accordance with the order.

**AND WHEREAS** we have agreed to give the Service Provider a Guarantee:  
**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the order and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

.....  
.....  
.....

Date.....20....

Address:.....

.....  
.....

All correspondence with reference to this guarantee shall be made at the following address:

The Director  
National Institute of Technology Meghalaya  
Bijni Complex, Laitumkhrah, Shillong-793003  
Meghalaya

**ANNEXURE – II**  
**TECHNICAL BID**

**[for Providing Transport Service to National Institute of Technology Meghalaya]**  
*(to be submitted in the Agency's letterhead)*

a)	Experience in Rental Vehicle Operations No. of clients to whom service is being provided (Pl. enclose certificates of satisfactory operations)	_____ years _____Nos.
b)	Copy of relevant registration documents certifying its entity as a proprietorship/ partnership/ company.	Yes / No
c)	No. of vehicles owned	----- Nos.
d)	Certificates from the E.S.I. & the E.P.F. for employees of the company/firm, if applicable	Yes / No
e)	Certificates of GST, Income Tax Clearance, Trading License, etc., if applicable.	Yes / No
f)	<b>EMD</b> submitted / appropriate certificate enclosed.	Yes / No
g)	Copies of Income Tax Returns and Audited Balance Sheet of the last 3 (three) Financial Years?	Yes / No
h)	Copies of Annual Turnover Certificates of last three financial years duly certified by a Chartered Accountant?	Yes / No
i)	Name of the bidder and Address: .....	
	.....	
	Telephone No. .... Mobile No. .... Email: .....	
j)	Name and Designation of main contact person (see Clause 19 of the Terms and Conditions):	
	.....	
	Telephone No. .... Mobile No. .... Email: .....	
I/We certify that the information provided above is true and the relevant certificates enclosed are valid.		
Signature and seal		

**ANNEXURE – III (A)**

**FINANCIAL BID**

**[For Providing Transport Service to National Institute of Technology Meghalaya]**

*(to be submitted in the Agency's letterhead)*

**SCHEDULE OF RATES FOR GROUP-A (EXCLUDING DRIVER CHARGES)**

**CARS ON MONTHLY RENTAL BASIS**

<b>Sl. No.</b>	<b>Type of Vehicle</b>	<b>Fixed Charge (in ₹.) per month (excluding driver charges)</b>	<b>Vehicle mileage (km/ litre)</b>	<b>Extra Charges for Outstation (in ₹.), if any.</b>
1	Toyota Innova			

Please state clearly if there are any other charges.

Signature and seal

**ANNEXURE – III (B)**

**FINANCIAL BID**

**[For Providing Transport Service to National Institute of Technology Meghalaya]**

*(to be submitted in the Agency's letterhead)*

**SCHEDULE OF RATES FOR GROUP-B (INCLUDING DRIVER)**

**CARS ON DAILY RENTAL BASIS (As and when required)**

**(Per day 12 hrs)**

Sl. No.	Type of Vehicle	Fixed Charge (in ₹) per day (inclusive of driver charges)			Vehicle mileage (km/ litre)	Charges for extra hours (in ₹)	Outstation Charges (in ₹), if any.
		For local journey	For journey within the state but beyond the limits of Shillong Urban Agglomeration	For journey outside the State			
1.	Swift-Dzire						
2.	Toyota Etios						
3.	Hyundai Verna						
4.	Scorpio						
5.	Innova						
6.	Bolero (with carrier)						
7.	Bolero (without carrier)						
8.	Sumo Gold						

\*Please see Clause 25 of “SCOPE OF WORK WITH SOME CONDITIONS”

Please tick the type of vehicle(s) that are available.

Please state clearly if there are any other charges.

Signature and seal



**ANNEXURE- IV**

**Format of Compliance Certificate**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Yes/ No</b>	<b>Documentary Proof enclosed with the tender papers at Page No.</b>
1	Is the Agency registered with the Government of Meghalaya?		
2	Is the Agency having valid labour license?		
3	Does the Agency have Income Tax account (PAN)?		
4	Does the Agency have valid Trading License issued by the KHADC, Shillong (if applicable)?		
5	Does the Agency have other statutory registration for operating as a transport service provider?		
6	Does the Agency have minimum three years' experience in providing transport service to Government and Non-Government organizations, Autonomous Institutes, Public Sector and Private Sector Undertakings? (PLEASE ENCLOSE A COPY OF THE EARLIEST WORK ORDER/ CONTRACT AGREEMENT/ COMPLETION CERTIFICATE ISSUED TO THE AGENCY)		
7	Does the Agency have a Registered Office or one Branch Office in Shillong? (PLEASE ENCLOSE PROOF OF ADDRESS)		
8	Does the Agency have satisfactory Completion Certificates or valid Work Orders / Contracts of at least 3 (three) similar works? (PLEASE ENCLOSE COPIES OF WORK ORDERS/ CONTRACT AGREEMENTS/ COMPLETION CERTIFICATES ISSUED TO THE AGENCY INDICATING CLEARLY THE VALUE OF WORK AND THE NUMBER OF MANPOWER DEPLOYED)		
9	Has the Agency been blacklisted in the past by any Government and Non-Government organizations, Autonomous Institutes, Public Sector and Private Sector Undertakings?		
10	Does the Agency have vigilance/CBI case pending against it?		
11	Has the Bidder enclosed proof of ownership/partnership etc.?		
12	Has the Bidder enclosed proof of address, telephone and fax numbers, email, etc.?		
13	Has the Bidder enclosed an undertaking for acceptance and compliance of all terms & conditions mentioned in this tender?		
14	Has the Bidder enclosed documentary evidence in support of providing satisfactory service from all existing clients of 3 (three) years?		
15	Has the Bidder enclosed Copies of <b>at least 3 (three)</b> work orders/ contract agreements/ certificates from the Government		

	and Non-Government organizations, Autonomous Institutes, Public Sector and Private Sector Undertakings where they have deployed manpower with details of Organization, value of work and number of manpower deployed?		
16	Has the Bidder submitted a <b>EMD submitted / appropriate certificate enclosed.</b>		