

TENDER DOCUMENT

FOR

Hiring of Mini Bus/Cars/Taxis

Raj Rishi Bhartrihari Matsya University, Alwar

TEL. No. :- 0144-2730321, 2980046

FAX No. :- 0144-2730321

E-Mail Address :- matsyauniv.alwar@gmail.com

Web. Site :- www.rrbmuniv.ac.in

Estimated Cost of Rate contact	:-	Rs. 10,00,000/-
Cost of Tender Document	:-	<i>Rs. 1000/- (Bankers Cheque/DD in Favour of Registrar, Raj Rishi Bhartrihari Matsya University, Alwar</i>
Processing Fee	:-	Rs. 1000/- (Bankers Cheque /DD in Favour of MD, RISL , Jaipur)
Earnest Money	:-	Bid Security declaration on Rs.50/- NJ Stamp Paper <i>in Favour of Registrar, Raj Rishi Bhartrihari Matsya University, Alwar.</i>

INTRODUCTION

NIT NO. 01 /2021-22		Dated : 31-07-2021
1	Subject matter of procurement	Rate Contract for hiring of /Mini Buses/Cars/Taxis Vehicles open Competitive Bid / 2021-22
2	Name & Address of the Procuring Authority.	Raj Rishi Bhartrihari Matsya University, Alwar Girls Hostel Building, Babu Shobharam Govt. Arts College Campus, Alwar-301001
3	Estimated Cost of Work	Rs. 10 Lac
4	(i) The price of the Bidding Document	Rs. 1000/- by way of Demand Draft/Banker's Cheque in favour of 'Registrar' Raj Rishi Bhartrihari Matsya University, Alwar payable at Alwar.
	(ii) E- tender Processing Fees	Rs. 1000/- (Bankers Cheque /DD in Favour of MD, RISL , Jaipur)
5	For Clarification Purposes only, the Procuring Entity's address	Registrar, Raj Rishi Bhartrihari Matsya University, Alwar TEL. No. :- 0144-2730321, 2980046 FAX No. :- 0144-2730321 E-Mail Address :- matsyauniv.alwar@gmail.com
6	The Pre-Bid Meeting	NO
7	The Language of the Bid is	English & Hindi
8	The Bidder shall submit with its Bid	Mentioned at Technical Bid Check list (Annexure-V)
9	The Bid Validity period shall be	90 days from the date of opening of technical bid.
10	Bid Security/EMD	Bid Security declaration on Rs.50/- NJ Stamp Paper
11	Authorisation	Power of attorney/board resolution letter of authorization written on the letter head by the bidder.
12	Downloading of bids	Online: http://www.sppp.raj.nic.in and http://www.rrbmuniv.ac.in
13	Submission Date of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security & Hard Copy of Bid	Date: Upto 06 -08-2021 Time: Upto 11:00 AM Place: Alwar at RRBMU Office
14	Opening of technical bids	Date: On 06.08.2021 Time: 11:30 AM Place: Alwar at RRBMU Office
15	Date/ Time/ Place of Financial Bid Opening	Informed separately to the technically qualified bidders

16. Tendered quantity may be increased or decreased at the time of award/purchase order or during the course of agreement.

17. Quantity can be divided among bidders in case of more than one bidder found qualified.

18. The period within which the contract agreement is to be executed and performance security is to be submitted is 7 days from the date of issue of letter of acceptance.

19. The Designation and Address of
First Appellate Authority

Vice-Chancellor,
Raj Rishi Bhartrihari Matsya University, Alwar

I/We.....(Name of the person)
in the capacity of (Designation) as bidder have read the
introduction , NIB and all the conditions of Bid annexed hereto carefully and agreed to abide by
all the conditions and have digitally signed and serially numbered all the pages in token of
acceptance thereof , details of the bidding firm/company are as below:

Name of firm/company : _____
Office Address (with pin code) : _____
Workshop Address (With pin code) : _____
Telephone Nos. : _____
Office : _____
Residence : _____
Workshop : _____
Fax (with STD Code) : _____
E-Mail. ID : _____
Mobile : _____
Statutory Details
Sales Tax/Vat Number/ TIN No. : _____
Service Tax Registration No. : _____
Income Tax PAN : _____
Bid Security DD/BC No. & Amount : _____
Name of Banker & RTGS No. : _____

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date : _____

Place: _____

(Attach sheets where-ever necessary and strike out whichever is not applicable)

Definitions and Acronyms

RRBMU	Raj Rishi Bhartrihari Matsya University, Alwar
UNIVERSITY	Raj Rishi Bhartrihari Matsya University, Alwar
BIDDER	The eligible Bidder who will participate in Procuring process
EMD	Earnest Money Deposit
CE	Controller of Examination
GAD	General Administrative Department
PURCHASER	Raj Rishi Bhartrihari Matsya University, Alwar
PROCURING ENTITY	Raj Rishi Bhartrihari Matsya University, Alwar
RFP	Request for Proposal /Tender Document/ BID
SUPPLIER	The bidder who will be finally selected and in whose name the work order will be released
Exam Section	An office of Controller of Examination/Deputy / Assistant Registrar (Examination) in the RRBMU.
Secrecy Section	An office of Examination Cell Headed by the Controller of Examination / Deputy / Assistant Registrar(Secrecy) in the RRBMU
NIT	Notice Inviting Tender
PSD	Performance Security Deposit

GENERAL TERMS AND CONDITIONS

Sub: - Notice Inviting Tender for “hiring of Taxi Cars /Mini Buses/Bus Vehicles etc” For Exam.2021.

1. **Parties:** - The parties to the contract are the contractor (the tenderer) to whom the work has been awarded) and the Registrar, Raj Rishi Bhartrihari Matsya University, Alwar.
2. **Addresses:-** For all purpose of the contract including arbitration thereunder, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address and contact number(s) by a separate letter sent by registered post with Acknowledgement Due to the Raj Rishi Bhartrihari Matsya University, Alwar. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address and contact number(s) in the aforesaid manner.

3. Earnest Money:- Earnest Money of Bid Security declaration on Rs.50/- NJ Stamp Paper.

- 3.1 No request for transfer of any pervious deposit of earnest money or security deposit or adjustment against any pending bill held by the Raj Rishi Bhartrihari Matsya University, Alwar in respect of any previous work will be entertained.
- 3.2 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 banker cheque/demand draft will be forfeited by the University.
- 3.3 The tender without Earnest Money deposit summarily rejected.
- 3.4 No Claim shall lie against the Raj Rishi Bhartrihari Matsya University, Alwar in respect of erosion in the value or interest on the amount of earnest money deposit or security deposits as the case may be.

4 Preparation and submission of Tender:-

The tender should be submitted in two parts namely:-

Firstly Technical Bid (in form given in Annexure-III) and Secondly Financial Bid (in Form given in Annexure-IV) and each should be submitted electronically.

The Financial bid of only technically qualified bidders shall be opened. The date & time for opening of Financial bid will be informed separately to the technically qualified bidders.

- 5 **Signing of Tender:-** Individual signing the tender or other documents connected with contract must specify whether he signs as:-
 - (a) A “Sole proprietor” of the concern or constituted attorney of such sole proprietor.
 - (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

(c) Directors or principal officer duly authorized by the board or Directors of the Company if it is a Company.

(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 of 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.

(2) In the case of partnership firm, 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.

(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.

(4) The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer by the tenderer will be deemed as a contract

NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.

6 **Technical Bid:-** The Technical bid should be submitted electronically in form given in annexure-III with the hard copy of the Bankers Cheque/Demand Draft of Rs. 20,000/- for EMD, and Bankers Cheque/Demand Draft of Rs. 1000/- for tender document fee in favour of Registrar Raj Rishi Bhartrihari Matsya University, Alwar and the Bankers Cheque /Demand Draft of Rs. 1000/- for Processing fees in favor of MD, RISL, Jaipur.

Along with registration particulars, copy of PAN Number issued in favor of the firm, full details of the number of Mini Bus/Cars/Taxis registered in the name of the tenderers or his firm and other information sought for in the Annexure-II.

7 **Financial Bid:-** The Financial Bid should also be submitted electronically in the BOQ given in Annexure-IV, which is attached separately in financial part B of E Tender, Hard copy is not accepted in any circumstance. The Financial Bid of those tenderers who are found technically qualified, will be opened on a specified date and time to be intimated to the respective qualified tenderers.

7.1 Terms of payment as stated in the tender Document shall be final.

7.2 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8 **Validity of the Bids:-** 90 day

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

9 **Opening of Tender:-**

The tenderer is at liberty either himself or authorize, not more than one representative to be present at the time of 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 identification.

- 10 **Criteria for Evaluation of Tender:-** The Technical Bids will be opened by the committee of the University at office of the Registrar, Raj Rishi Bhartrihari Matsya University, Alwar in the presence of such tenderers or their representatives who may wish to be present.
- 10.1 The Financial Bids of only those tenderers (to be informed after technical evaluation) will be opened in the presence of those technically qualified tenderers or their representatives whose technical Bids are accepted and who wish to be present.
- 11 The contract shall commence from the day of agreement .To begin with the contract will be for 01 year initially extendable upto six months more if performance/ service is found satisfactory on review after 01 year. The contract so awarded can be terminated by Raj Rishi Bhartrihari Matsya University, Alwar at any time without any notice or conveying any reason thereof.
- 12 Log book to be maintained with the driver of the provided vehicle may be got signed by the user and proper entry with respect to place visited, time , kilometers etc. be made indicating name and designation of the officer who have utilized the vehicle.
- 13 **Right of Acceptance:-** The Raj Rishi Bhartrihari Matsya University, Alwar reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender The decision of the competent Authority of the Raj Rishi Bhartrihari Matsya University, Alwar in this regard shall be final and binding.

The Tendering Authority reserves the right to open Financial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Tender Notice. However in the case of one Bid the power to negotiate with the Bidder will be reserved with the Tendering Authority.

- 13.1 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 quotations.
- 13.2 **Communication of Acceptance:-** Successful Tenderer will be informed as early as possible of the acceptance of their tender by way of e-mail or telephonically followed by hard copy of letter.

Security Deposit:- Bid Security declaration on Rs.50/- NJ Stamp Paper

- 14.1. The Banker Cheque /Demand Draft can be forfeited by order of the competent authority of the Raj Rishi Bhartrihari Matsya University, Alwar 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 banker Cheque/Demand Draft as may be considered by the Raj Rishi Bhartrihari Matsya University, Alwar 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.

14.2. On the acceptance of the Bid the Bidders or their authorized representative shall have to execute an agreement on non-judicial stamp of Rs. 1000/- as given in annexure-VI.

15. 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 Mini Bus/Cars/ Taxis from the market in the event of Contractor failing to provide requisitioned number of Mini Bus/Cars/Taxis or not providing Mini Bus/Cars/ Taxis, the office shall make deductions at double the rate of hiring rate on pro-rata basis from the bills presented 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 Raj Rishi Bhartrihari Matsya University, Alwar.
- (B) The powers of the Competent authority of the Raj Rishi Bhartrihari Matsya University, Alwar 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 or forfeiture of security deposit mentioned under clause 13 above.

16. **Disclaimer:-** The family member of employees of the Raj Rishi Bhartrihari Matsya University, Alwar are not allowed to participate in this tender.

Family members means:-

- (i) Spouse
- (ii) Sons and daughters including steps wheather married or not.
- (iii) Parent including steps.
- (iv) Any other relation who is wholly dependent on employee.

17. Breach of Terms and Conditions:-

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by the Raj Rishi Bhartrihari Matsya University, Alwar in that event and the Security Deposit in the form of Bankers Cheque/Demand Draft shall be encash.

18. **Sub-let of Work:-** The Firm shall not assign or sublet the work or any part of it to any other person or party. If it is found that work has been assigned to third party than powers to cancel the contract shall vest in the University.

19. **The tender is not transferable.**

20. Terms of payment:-

20.1. Neither payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work nor does the

University take any responsibility for any kind of loan/mortgage taken by the firm or contractor or vehicle owner, as the case may be, from anywhere.

- 20.2 . The Contractor shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment after duly verified from Controller of Examination or OIC (GAD).
- 20.3. All payments shall be made by way of cheque only after deducting appropriate taxes as declared by Government from time to time.
- 20.4. Raj Rishi Bhartrihari Matsya University, Alwar shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties imposed by the Raj Rishi Bhartrihari Matsya University, if any.
- 20.5. The term 'payment' mentioned in this para includes only the hiring charges of vehicle arising on account of this contract and nothing else.
- 20.6. Wherever applicable all payments shall be made as per schedule of payments.
- 20.7. No advance for fuel and/or repairs and/or payment to drivers during the transportation or use of vehicle shall be given by Raj Rishi Bhartrihari Matsya University, Alwar.

21. Taxes and Duties and Penalties thereon :-

All taxes (Road Tax, Service Tax and other taxes and penalties, etc.)
There on imposed by the concern authority, if any) shall be borne by the Bidders.

22. Secrecy: -

The Firm/Driver shall not disclose the arrival and departure of timings and places of the vehicles and the nature of material to be transported to unconcerned person or agency.

23. **Log Books :-** The firm/Driver shall get necessary entries made in the log book at the time of departure, college to college, destination to destination and coming back he shall get the record of the destination covered, signed by the University officials for the purpose. No passengers other than the officials deputed by the University shall be permitted to travel in the hired vehicles in any conditions.
24. **Correctness of Kilometer:-** The firm shall ensure that the milometer which indicates the distance covered in kilometers is working properly and that gives the correct reading. In case of major variation, payment shall be made on the basis of mileage as determined according to the roadmap published by Public Works Department of Rajasthan Government and the Roadways, whichever is less.
25. **Arbitration:-** If any difference arises concerning this Agreement, its interpretation on the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts for Conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a sole Arbitrator to be appointed by the Vice-Chancellor, Raj Rishi Bhartrihari Matsya University, Alwar. The arbitration proceedings shall take place in Raj Rishi Bhartrihari Matsya University, Alwar. The provisions of Arbitration and Conciliation Act and the rules framed thereunder and in force shall be applicable to such proceedings.

ANNEXURE –II

PARAMETERS AND TECHNICAL SPECIFICATION FOR EXECUTING THE WORK

Sub :- Notice Inviting Tender for Mini Bus/Cars/Taxis

PART – I

PARAMETER AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK

1. The list of Mini Bus/Cars/Taxis along with photocopies of registration book should be attached with the tender.
2. (i) The Firm should be registered and should furnish a copy of registration certificate in support thereof.
(ii) The firm should have minimum three years of experience of working satisfactory satisfactory Service Certificates from existing/past organizations should be enclosed, in this regard.
(iii) Income Tax payment certificates for the last 3 years should also be provided by the firm.
(iv) The firm should have a turn over of at least 10 lacs annual during last 3 financial year.
3. (i) Mini Bus/Cars/Taxis to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers.
(ii) Mini Bus/Cars/Taxis provided by the contractor should not be more than 05 years old. The firm should specify the numbers of such vehicles enclosing copies of their RC.
(iii) The firms should have adequate number of vehicles. At least Ten vehicles as per requirement of the University, for which he will have to produce documentary proof of registration.
4. Only such operators may apply whose Mini Bus/Cars/Taxis have been authorized by the concerned RTO for use as public transport and who have telephone connections available at their premises/Garage/Stand from where such Mini Bus/Cars/Taxis are to be operated and can be requisitioned by the Raj Rishi Bhartrihari Matsya University, Alwar.
5. (i) The firm should ensure that the drivers of such vehicle hold valid driving license and are well behaved, reasonable educated, having communication skills in local & Hindi/English, conversant with traffic rules/regulations and city roads/routes as well as security instructions.

- (ii) Each driver employed by the firm must have a cell-phone duly activated.
- (iii) Each driver should wear uniform while on duty in the University.
- (iv) The Drivers shall strictly observe the time schedule given to them for delivery of material at the examination centers.
- (v) No mileage will be allowed for lunch/tea of the driver and other Staff of bidder. They should carry their breakfast and lunch and dinner of their own.
- (vi) Only drivers having sufficient experience of driving in Alwar and surrounding Areas of Alwar. Should be deployed to the Raj Rishi Bhartrihari Matsya University. The firm should inform in advance the bio-data of all drivers that could be deployed for University on duty.
- (vii) The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to the University.
- (viii) The time and distance in respect of hired Mini Bus/Cars/Taxis will commence and terminate at the Raj Rishi Bhartrihari Matsya University, Alwar.
- (ix) While the Raj Rishi Bhartrihari Matsya University, Alwar has a regular requirement for hiring Mini Bus/Cars/Taxis, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire cars/taxis from any other provider of such services even during the period of contract. Revision of rates will not be entertained during the period of contract.
- (x) The firm should have a provision to take the bookings 24x7.

6. The firm shall provide Mini Bus/Cars/Taxis which are so duly authorized to run/operate as Mini Bus/Cars/Taxis with the transport department or police deptt. or regulating agencies. Requirement of all licensing in this regard, whatsoever, would be the responsibility of the firm. Mini Bus/Cars/Taxis to be provided by the firm shall use only legally authorized fuel in running the Mini Bus/Cars/Taxis.
7. Rates once finalized will be valid for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes thereon.

ANNEXRE-III

TECHNICAL BID

(See Clause 6 of Annexure - I of Tender Document)

1	Name of the Tenderer/Concern firm:	
2	Office Address (with Tel.& Mob.No.)	
3	Address And Tel. No. Of Garage	
4	Service Tax Registration No. Alongwith proof Thereof	
5	GST Registration Certificate No. alongwith proof thereof PAN/TIN No. Of the firm	
6	Working experience of the firm (In years)	
7	Nature of the Concern (i.e. Sole Proprietor or Partnership firm or a Company ar a Government Department or a Public Sector Organization) – Copy of Registration Certificate be furnished.	
8	Whether assessed to I-Tax: (furnish copy of last three years return along with Income tax Clearance Certificate)	
9	Nos., Age in Years & Models, Make of the vehicles owned by the firm :	Saprte list may be attached
10	Nos., Age in Years & Models, Make of the vehicles not owned by the firm :	Saprte list may be attached
11	Nos. of drivers, qualification and communication capability in local & Hindi/English languages by the driver(s) along with their working (driving) experience (in yrs)	Saprte list may be attached
12	Availability of cell phone & Address of the driver(s)	
13	Remarks (if any)	

Date: -

Sign.

Station: -

Name

Seal

ANNEXURE-IV

FINANCIAL BID

(See clause 7 of Annexure - I of Tender Document)

1. Name of the firm :-
2. Postal Address :-
3. Telephone No. :- OFFICE :
- Res. :
- Mobile No.
- Fax No.
- E-mail Address:
4. Name of Proprietor/Manager: -
- Who may be contacted with
- Telephone No.

A.

S. No.	Category of Vehicles	Rates	
		Upto 130 K.M.	Extra Per K.M.
1	Innova Non-AC		
2	Desire/Zest/Etios Non-AC		
3	Scorpio /Tavera/Bolero/Eeco Non-AC		
4	Mahindra Pick up covered		
5	Bus Mini (25-32 Seated)		
6	Loading Tempo		

Note :-

- Please quote the Schedule of rate given in the Price Bid i.e. BOQ given in the Format E – Tender.
- This Annexure only for reference .

Signature of Bidder.....

CHECK-LIST

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sr. No.	Description of requirement	Yes/No	Enclosed See Page No.
1	The Firm is registered Authority	Yes/No	
2	Copies of Balance Sheet and Income Tax Return for last 3 years duly certified by CA	Yes/No	
3	R.C. Book of vehicles as per annexure-II	Yes/No	
4	Road Tax Clearance Certificate of vehicles as per annexure-II	Yes/No	
5	Copy of Registration Certificate/Allotment Letter of PAN from Income Tax Dept.	Yes/No	
6	Copy of Registration Certificate/Allotment Letter of Service Tax Document relating Service Tax Number	Yes/No	
7	Certificate of the Valid Insurance Policy of vehicles as per annexure-II	Yes/No	
8	Valid driving License for the category of the vehicle quoted of vehicles as per annexure-II	Yes/No	
9	Valid Pollution Certificate (PUC) of vehicles as per annexure-II	Yes/No	
10	Partnership deed, if applicable	Yes/No	
11	Details of other organization where such contracts are undertaken (attach supportive documents)	Yes/No	
12	Bid Security declaration on Rs.50/- NJ Stamp Paper	Yes/No	
13	DD of Rs. 1,000/- as Tender Fee(DD No& Bank.....)	Yes/No	
14	Technical Bid completed and sealed in separate envelope	Yes/No	
15	Financial Bid completed and sealed in separate envelope	Yes/No	
16	Both Technical and Financial Bid kept in a sealed and separate envelope	Yes/No	
17	List of Arbitration Cases (if applicable)	Yes/No	
18	Acceptance of Terms and Conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Name:

Place :

Seal :

Date :

Office Address :

ANNEXURE-VI

Non-judicial Stamp of Rs. 1,000/-

AGREEMENT

This Agreement is made at ALWAR on this day of2021 between Registrar, Raj Rishi Bhartrihari Matsya University, Alwar hereinafter called the party of the 1st part and M/s. 2nd part;

Where the party of the 2nd part has agreed to render the services of hiring of Mini Bus/Cars/Taxis to the party of the 1st part for a period of one year with effect from the date of signing of this agreement on the terms and conditions mutually agreed upon as under;

1. The vehicles supplied by the firm on hiring basis to the University, shall not be in any case, 5 years old, failing which a penalty of 10% per day of the monthly bill shall, be deducted.
2. (i) Mini Bus/Cars/Taxis to be provided by the firm shall be in perfectly sound working condition and suitable for use by Senior Officers.
(ii) The firms should have at least 6 nos. of vehicles/cars to be provided as Mini Bus/Cars/Taxis. A back up of minimum of 5 vehicles/cars shall also be ensured by the firm.
(iii) Firms shall have sufficient number of drivers having experience of driving in Rajasthan State and surrounding states.
3. All the legal formalities such as registration with RTO, insurance formalities etc. shall be completed in all respect of all the vehicles provided to the University by the firm.
4. (i) The firm should ensure that the drivers hold a valid driving license of such class of vehicle he driving , well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
(ii) Each driver employed by the firm must have a cell-phone duly activated.
(iii) Each driver shall wear uniform while serving in the University, failing which a penalty shall be imposed at the discretion of the competent authority of the University.
(iv) No mileage will be allowed for lunch/tea of driver. Driver should carry his lunch.
(v) Only drivers having sufficient experience of driving in Rajasthan State and surrounding states shall be deployed to the University. The firm should inform in advance the bio-data of all drivers that could be deployed for the University service.
(vi) The firm shall have an adequate number of telephones for contact round the clock and these may be conveyed to the University.
(vii) The time and distance in respect of hired Mini Bus/Cars/Taxis will commence and terminate from Raj Rishi Bhartrihari Matsya University, Alwar.
(viii) While the Raj Rishi Bhartrihari Matsya University, Alwar has a regular requirement for hiring Mini Bus/Cars/Taxis, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire Mini Bus/Cars/Taxis from any other provider of such services even during the period of contract.
(ix) Revision of rates will not be entertained during the period of contract.

- (x) The firm shall be experienced in providing fleets for events, delegation's meetings and conferences etc.
- (xi) The firm should have a provision to take bookings 24x7.
- (xii) The firm shall ensure that each of the driver carries a Driver's Log Book. The Log Book is filled by the driver daily, on a regular basis, giving details of each of the place visited, starting from the originating place. The firm or the driver should ensure that the Log Book is countersigned by the competent authority of the University on a daily basis failing which the firm shall have no rights, whatsoever to claim the charges/rent for the respective day (s).
- (i) "Full Day" would imply a run of the Mini Bus/Cars/Taxis upto 12 hours duration.
- (ii) "Half Day" would imply a run of the Mini Bus/Cars/Taxis upto 6 Hours duration.
5. The firm shall provide Mini Bus/Cars/Taxis which are so duly authorized to run/operate as Mini Bus/Cars/Taxis by the transport department or police deptt. or regulating agencies. Requirement of all licensing in this regard, whatsoever, would be the responsibilities of the firm. Mini Bus/Cars/Taxis to be provided by the firm shall use only legally authorized fuel in running the Mini Bus/Cars/Taxis.
6. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes during the contract period.
7. **Security Deposit:** The firm shall furnish FDR/Bankers cheque/Demand Draft of 5% of estimated cost/Tendered cost in favour of Registrar, Raj Rishi Bhartrihari Matsya University, Alwar towards Security deposit, within 3 days of the date of acceptance of tender.
- 7.1 The FDR/Bankers Cheque/Demand Draft can be forfeited by order of the Raj Rishi Bhartrihari Matsya University, Alwar in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said FDR/Bankers Cheque/Demand Draft as may be considered by the Raj Rishi Bhartrihari Matsya University, Alwar to cover any incorrect or excess payments made on the bill to 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.
- 8. Penalty :-**
- (a) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of Mini Bus/Cars/Taxis from the market in the event of Contractor failing to provide requisitioned number of Mini Bus/Cars/Taxis, or not providing Mini Bus/Cars/Taxis, the University shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred 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 Raj Rishi Bhartrihari Matsya University, Alwar.
- (b) The powers of the Raj Rishi Bhartrihari Matsya University, Alwar under this condition shall in no way affect or prejudice the powers to terminate the contract as herein provided, nor affect forfeiture of deposit mentioned under clause 7 above.

9. Breach of Terms and Conditions :-

In case of breach of any of terms and conditions mentioned above, the competent Authority shall have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this University in that event and the Security deposit in the form of FDR/Bankers Cheque/Demand Draft Shall be en-cash.

10. **Sub-let of work:-** The firm shall not assign any other person or party or firm or sublet the work or any part of work to any other person or party or firm in any condition.

11. Terms of Payment :

11.1 Neither payment shall be made in advance nor any loan from any bank or Financial Institution on the basis of the order of award of work will be recommended.

11.2 The firm shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.

11.3 All payment shall be made by cheque only.

11.4 Raj Rishi Bhartrihari Matsya University, Alwar shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.

11.5 The term 'payment' mentioned in this para includes only the hiring charges of vehicle arising on account of this contract and noting else.

12. **Arbitration:-** If any difference arises concerning this Agreement, its interpretation on the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts at conciliation do not yield any results within a period of 30 days, either party may request the other for submission of the dispute for decision by; an arbitral tribunal containing a sole arbitrator to be appointed by Vice-Chancellor, Raj Rishi Bhartrihari Matsya University, Alwar. The arbitration proceedings shall take place in Raj Rishi Bhartrihari Matsya University, Alwar. The provisions of Arbitration and conciliation Act, 1996 and the rules framed thereunder and in force shall be applicable to such proceedings.

In witness whereof we the parties to this deed have put our hands and signatures to these present on the day and year first mentioned in token of execution of this deed.

For M/s

Registrar
For Raj Rishi Bhartrihari Matsya University,
Alwar

Witnesses:

1.

2.

Witnesses:

1.

2.

Form of Bid-Securing Declaration

Date :
Bid No. :
Alternative No. :

To :

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Dated on day of
Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]

