



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4909339  
Dated/दिनांक : 03-05-2024

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |  |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 17-05-2024 15:00:00  |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय   | 17-05-2024 15:30:00  |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)  | 180 (Days)   |
| Ministry/State Name/मंत्रालय/राज्य का नाम  | Ministry Of Education  |
| Department Name/विभाग का नाम   | Department Of Higher Education   |
| Organisation Name/संगठन का नाम   | Indian Institute Of Technology (iit)   |
| Office Name/कार्यालय का नाम  | Indore   |
| Item Category/मद केटेगरी   | Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 3000 Km x 364 hours; Outstation 24*7   |
| Contract Period/अनुबंध अवधि  | 5 Year(s)  |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)                        | 100 Lakh (s)   |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष                     | 5 Year (s)   |
| MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है              | Yes  |
| Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes  |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़   | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया   | No   |
| Type of Bid/बिड का प्रकार  | Two Packet Bid   |

**Bid Details/बिड विवरण**

|   |                             |
|---|-----------------------------|
| <b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b> | 2 Days                      |
| <b>Evaluation Method/मूल्यांकन पद्धति</b>   | Total value wise evaluation |
| <b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>                       | Yes                         |

**EMD Detail/ईएमडी विवरण**

|                             |                     |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि       | 100000              |

**ePBG Detail/ईपीबीजी विवरण**

|  |                     |
|--|---------------------|
| Advisory Bank/एडवाइजरी बैंक  | State Bank of India |
| ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)                              | 5.00                |
| Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने). | 62                  |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Registrar  
Indore, Department of Higher Education, Indian Institute of Technology (IIT), Ministry of Education  
(Registrar IIT Indore)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

|                               |     |
|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | Yes |
|-------------------------------|-----|

**MSE Purchase Preference/एमएसई खरीद वरीयता**

|   |     |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.  
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):15**

**Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):15**

**Minimum years (up to 5 years) of experience in related field:5**

**Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:2**

**Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies:2**

**Geographic Presence in States:Madhya Pradesh**

**Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::20**

**Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package300**

**Scope of Work:**[1714710479.pdf](#)

**Pre Bid Detail(s)**

| Pre-Bid Date and Time | Pre-Bid Venue  |
|-----------------------|--|
| 09-05-2024 11:00:00   | Google Meet Link:<br><a href="https://meet.google.com/ddw-kops-xyi">https://meet.google.com/ddw-kops-xyi</a> |

**Monthly Basis Cab & Taxi Hiring Services - Premium SUV; 3000 Km X 364 Hours; Outstation 24\*7 ( 2 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| Specification                                  | Values               |
|--|----------------------|
| <b>Core</b>                                    |                      |
| Vehicle Type                                   | Premium SUV          |
| Type of car (Please select at least 3 options) | Toyota Innova Crysta |
| Usage Variant                                  | 3000 Km x 364 hours  |
| Type of Service                                | Outstation 24*7      |
| Year of Vehicle Model                          | 2024                 |
| Km Travelled                                   | Upto 25,000 Kms      |
| Air Conditioning Requirement                   | A/C                  |
| Area of Operation                              | Plains               |
| Fuel Type                                      | Any                  |
| <b>Addon(s)/एडऑन</b>                           |                      |
| Outstation night charges applicable            | Yes                  |

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

| S.No./क्र. सं. | Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Vehicle(s) | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|--|-------------|----------------------|--|
|----------------|--|-------------|----------------------|--|

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता                                     | Number of Vehicle(s) | Additional Requirement/अतिरिक्त आवश्यकता   |
|----------------|---|---|----------------------|--|
| 1              | Harsh Raj Singh Chouhan                                 | 453552,IIT Indore, Khandwa Road, Simrol, Indore | 2                    | <ul style="list-style-type: none"> <li>Estimated number of outstation nights per month per vehicle : 5</li> <li>Duration in Months : 60</li> </ul> |

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

### 4. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 5. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Registrar IIT Indore  
Account No.  
36948979864  
IFSC Code  
SBIN0030524  
Bank Name  
State Bank of India  
Branch address  
Simrol, Mhow

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-

line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Registrar IIT Indore

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 7. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 8. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 9. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

#### 10. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 11. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **GENERAL TERMS & CONDITIONS**

**1. Vehicle Required:** Quotation should be given for the exact vehicle as shown in the enquiry against Sl. No. of the item. In the view of the supplier, if there is any other alternative item which can serve the purpose, a quotation may also be given for the same separately. Client list along with the order copy of similar vehicle supplied to any IITs / any Govt. organization including detail of price & all charges must be attached. In the case of items quoted having specifications different than those mentioned in the enclosed Tender format, kindly submit the information and the prices in the same format but on an additional sheet.

**2.** No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.

**3.** IITI reserves the right to call for techno-commercial discussion before finalizing the service contract. The company should depute competent representative for such discussion whenever called for and the official should be competent to take on-spot decisions.

**4.** IITI does not bind itself to accept the lowest tender and may cancel/withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IITI.

**5. Liquidated Damages/Penalty Clause:**

**RATE OF RECOVERY TOWARDS VIOLATION OF SERVICES**

| Sr. No. | Shortage/ Defaults   | Penalty                |
|---------|--|------------------------|
| a       | Vehicle's necessary documents i.e. Valid RC, Insurance, PUC & Driving license etc. not found.          | Rs. 200/- per instance |
| b       | Vehicle not properly maintained i.e. cleaned, sanitized, all accessories/ features not functional etc. | Rs. 200/- per instance |
| c       | Vehicle delayed 15 minutes beyond the scheduled time   | Rs. 200/- per instance |
| d       | Driver not well maintained, groomed, or found misbehaved, etc.   | Rs. 100/- per instance |
| e       | Vehicle breakdown during the tour or found guilty by the statutory administration                      | Rs 500/- per instance  |
| f       | When the service provider/driver does not accept/ attend the requisite tour                            | Rs. 500/- per instance |

As per

above mentioned or any liability arising on IITI 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 employee/driver of the contractor by IITI.

**6. Force Majeure:** Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and affects the implementation of this contract adversely.

**7.** The firm may give any of their commercial terms, if required, in their techno-commercial offer only, and price quotation should contain only price.

**8. IITI reserves the right to modify/alter/Insertion or deletion on any part of the tender document to ensure fulfillment of its material & service requirement at any stage.**

**9.** The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject

ect any or all quotations at any stage without assigning any reason whatsoever it may be.

**10. Cancellation:** IIT Indore reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, no compensation will be paid towards progress of order/procurement.

**11. Governing Law:** The order placed will be a contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction.

**12.** For any dispute, the place of jurisdiction shall be Indore, India only.

### **SPECIAL TERMS & CONDITIONS**

1. Registration of the Vehicle should not be older than 2024.
2. The vehicle must have a commercial All-India tourist vehicle permit.
3. The driver should have his license copy displayed on dashboard.
4. The rates will be considered inclusive of all taxes, cost of petrol/diesel, lubricants, driver's salary and uniform, depreciation, profit to the owner, etc.
5. Toll tax or parking etc. will be initially paid by the agency and later will be reimbursed separately against claim with supporting documents except to the extent of permissible reimbursements.
6. In case of any breakdown, an alternate arrangement will have to be made by the agency immediately.
7. For monthly hiring, vehicle(s) will be parked for 24x7 service at the Institute. While taking out the vehicle, closing and opening of meter reading will be noted in the vehicle diary duly certified by the Transport Office In-charge while submitting with the bills for payment.
8. In case of sudden breakdown, such as any technical issues or the case may be, if the vehicle is unable to serve the request, another vehicle is to be replaced without causing undue delay in the service.
9. Vehicle to be well maintained to meet the standard of institute as well as driver must be well groomed.
10. The repair and maintenance charges for the vehicle(s) will be borne by the bidder and no extra charges whatsoever shall be payable by IIT Indore.
11. The vehicle(s) should be neat, clean, sanitized and equipped with all accessories/features.
12. The vehicle should have All India tourist permit to undertake journey anywhere in India, as and when required.
13. The driver should have a valid license for driving Public Service Vehicles (PSV) and should be medically fit for driving the vehicle(s).
14. The vehicle should be **white in color**.
15. The Institute reserves the right to brand the vehicle(s) linked with IIT Indore signages, designation plates etc.
16. No deviation in pickup and drop timings will be considered.
17. Any complaint received with regards to the condition of the vehicle(s) or the behavior



- r of the driver(s), the vehicle/driver should be replaced on the same day.
18. The vehicle should be kept equipped with sufficient fuel in the vehicle.
  19. The supervisor of the contractor responsible for the operations of vehicle(s) should be available round-the-clock on his own direct telephone/mobile (office as well as residence) to respond to the call for vehicle in any emergency situations.
  20. In case vehicle(s) do not reach at the appointed time & place, IIT Indore will be free to call another vehicle from the open market and the expenses on this account will be deducted from the pending bills/security deposit, etc. and a penalty of Rs.500/- would also be imposed for every such lapse to the service provider or impose penalty.
  21. All charges towards repair/servicing, any other incidental expenses like insurance, PUC etc. on operations & maintenance of hired vehicle would be solely borne by the firm.
  22. The driver on duty should report to the Transport Office In-charge, IIT Indore before starting any journey unless otherwise instructed.
  23. Payment will be made monthly consequent to timely submission of the bills/invoices duly certified by the user along with duty slip and other relevant supporting documents vetted through Transport Office In-charge, IIT Indore.
  24. No escalation/extra charges whatsoever will be allowed over & above final awarded rates during the tenure of contract.
  25. The driver should be courteous to the users, well-disciplined, well-dressed, well-groomed & should always be approachable over a mobile phone. In the event of any misbehavior reported on the part of driver, IIT Indore may impose penal action as deemed fit.
  26. IIT Indore reserves the right to terminate the contract at any time without assigning any reason thereof.
  27. The vehicle(s) should be parked at IIT Indore premises for 24x7 services. The duty allotment of driver(s) should be followed with the extant labour laws in terms of appointment, salary, manhours, etc.
  28. All liabilities in respect of the vehicle(s) and driver(s) including the accident to the vehicle(s), injury to driver(s) and the passenger(s) traveling in vehicle or to the pedestrian(s), theft and other passing vehicles shall rest with the Travel Agency. The Institute will not accept any liabilities in this regard.
  29. In the event of the security deposit falling short of the aforesaid amount due to recovery/adjustment of the losses suffered by the Institute during the contract period, the contractor shall deposit/pay such an amount by which the security deposit falls short immediately on demand or the same may be recovered from the contractor's pending payments with the Institute. No claim shall be made against IIT Indore in respect of interest for any payment due on the security deposit or depreciation in value.
  30. **Supporting documents with the bills:**
    - a) The duty slips in original on which the supplies have been made or to be charged for in the bill. The duty slip shall bear the certificate of user for the service as satisfactory/poor.
    - b) The charges in the bill not supported by original duty slips or certificate of receipts by the user, the bill will be disallowed during payment of the bill.
    - c) Otherwise, admissible supplementary bills of the contractor duly supported by the requisite certificates along with the receipt of the user/the concerned persons in proper and complete form may be considered for payments.
    - d) Appropriate supporting documents for parking, toll tax, etc. along with the bill, if any.
  31. **Payment:** The contractor shall claim payment once a month through the bills as stated above and the same will normally be paid in 4 weeks from the date of bill submission. However, no claim shall be entertained against IIT Indore in respect of interest on damages if the payment is delayed for any reason beyond 4 weeks.
  32. **Rights of acceptance:**

- (a) IIT Indore does not pledge to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender at the rate quoted. The terms and conditions of the contract stipulated in the schedule to the tender annexed herewith will form part of the contract and the tenderers/contractors will be bound by such terms and conditions.
- (b) Acceptance of the finally qualified bidder by IITI will be communicated by a service order. In case the acceptance is communicated via email, the formal acceptance of the bidder will be forwarded as soon as possible but the instructions contained in the email should be acted upon with immediate effect. The acceptance of such email will be deemed as a contract enforceable in law.
33. **ARBITRATION CLAUSE:** In case of any dispute between IITI and the contractor arising out of the contract regarding the interpretation of the terms and conditions of the contract, the decision of the IITI or any other officer nominated by IIT Indore to act as arbitrator in the dispute shall be final and binding on the party to this contract.
34. **Period of the Contract:** Under normal circumstances the contract shall be valid for a period of 1 year on annual renewal basis, which will be extended to 4 years by the institute subject to review of satisfactory performance from the date of contract on the same rate, terms and conditions and acceptance by the service provider.
35. **Parking & Toll/other charges:** Payment of any Govt. tax on duty for plying the vehicles for IITI will be the liability of the contractor that may be claimed by producing the receipts along with the monthly bills.
36. **Termination of Contract:** IIT Indore reserves the right to terminate the contract simultaneously or at any time during the period of this contract.
37. **Fall Clause:** During the period of contract, charges for supply of vehicles to any other Central/State Govt. Public Sector Undertaking, etc. should not be at rates lower than the price offered to the IIT Indore or should there be any reduction in charges during this period, the prices charged to the Institute shall correspondingly be reduced for IIT Indore also.
38. The Institute shall have absolutely no responsibility to pay any compensation for any accident occurred to any person/representative of the Contractor during his/herself to-&-fro journey(s) and/or while attending to the services of the Institute and no other charges whatsoever shall be payable by the Institute to the Contractor.
39. The Institute shall have the liberty to execute a similar contract with any other party (s) engaged in Travel Agencies parallelly without making any reference.
40. **Responsibilities of the Contractor:**
- The Contractor will always maintain sufficient vehicles of the standard quality to avoid inconvenience to IIT Indore beneficiaries.
  - In case of failure **or refusal on the part of the Contractor to supply the vehicles to the Institute, the contract is liable to be cancelled at the risk and cost of the contractor.** Any extra cost involved in arranging supply from alternative source will be recovered from the Contractor.
  - The vehicles to be supplied will be of standard quality. In case it is found that vehicles **supplied are old model or substandard or spurious, the firm will be liable to be black-listed for a period of 5-years besides** any other appropriate legal action to be taken in this regard.
  - If for any unavoidable reason, it is not possible for the contractor to immediately supply the requisite service and the beneficiaries are compelled to procure the same from some other local Travel Agent, the entire amount towards the replaced arrangement will be adjusted towards the payments to the contractor. However, the claim in this regard will be paid as per the terms and conditions of the contract. The brand of the vehicle should not be substituted in case of indent for a particular vehicle by the contractor.
41. **Provision of Penalty:** In the event of the contractor failing to:

- a) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates IITI may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due to the contractor under this or any other contract or from the security deposit or may be demanded of him to be paid within seven days to the credit of the IITI.
- b) In the event of discovery of any error or defect due to the fault of the contractor at any time, the contractor shall be bound if called upon to do so, to rectify such error or defect at his own cost to satisfaction of and within the time fixed by the IITI.
- c) In the event of a supply being wholly rejected, the IITI may at its discretion either permit the contractor to re-do the same within such time as he may specify at contractor's own cost which shall include the cost of all sorts i.e. transportation etc., or other source than the contractor in which case the amount of extra cost, if any, shall be recovered from the contractor.
- d) The powers of the IITI under this condition shall in no way prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 8 above.
- e) Service order awarded firm must complete the important nature services (i.e. VIP, Delegates, etc.) the time schedule must be adhered to, failing which a penalty at the rate 10% per hour delay will be recovered from separate/pending bill.

The compliance of the Clause 9, 11 & 17 above, failing which a penalty at the rate 10 % per incident will be recovered from separate/pending bill.

### 13. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---