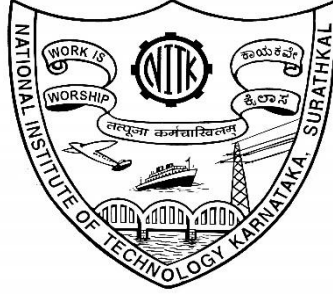


NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

POST-SRINIVASNAGAR, MANGALORE – 575 025 (D.K.)

Phone: (0824) 2474000.
E- mail: info@nitk.ac.inFax:(0824) 2474033
Website: http://www.nitk.ac.in**TENDER DOCUMENT**

Tender Notification No: 02/HTS/NITK/2024/A7

Date:27.09.2024

Name of Service	Hiring of Taxi Services as and when required.
Estimated amount	₹25,00,000/-
EMD Amount (2% of estimated amount)	₹50,000/-
Time for Supply of service	24x7 during the contract period as and when required.
Tender Bid Submission Start Date	03/10/2024, 9:00 AM
Tender Submission End Date	18/10/2024, 5:00 PM
Address for Submission of Tender	Establishment section, NITK Surathkal, NH 66 Srinivasnagar, Surathkal, Mangalore, Karnataka – 575025.
Date of opening technical bid	21/10/2024, 5:00 PM
Contact Details of Buyer	Superintendent, Accounts II, Email-id – accountsuptd-ii@nitk.edu.in Phone No. 0824-2473013

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Date:27.09.2024

NOTICE INVITING TENDER (NIT)

The National Institute of Technology Karnataka, Surathkal (in short – NITK, Surathkal) is an autonomous Institute Ministry of HRD Govt. of India, a Deemed University, imparting Technical Education and engaged in Research Activities. It is proposed to procure the items for the departmental academic/research activities.

Sealed Tenders are invited for the following items in **two cover system** (i.e., Technical bid and financial bid) subject to the following terms and conditions, from the reputed service providers so as to reach this office on or before scheduled date and time. The tender (Technical bid) will be opened on the same day if possible in the presence of bidders or their authorized agents who may choose to be present. The financial bid of only such bidders whose technical bid is accepted shall be opened on the same day or later pre-informed date.

Name of Service	Hiring of Taxi Services as and when required.
Estimated amount	₹25,00,000/-
EMD Amount (2% of estimated amount)	₹50,000/-
Time for Supply of service	24x7 during the contract period as and when required.
Tender Bid Submission Start Date	03/10/2024, 9:00 AM
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Contact Details of Buyer	Superintendent, Accounts II, Email-id – accountsuptd-ii@nitk.edu.in Phone No. 0824-2473013

**Sd/-
REGISTRAR**

SECTION 1: INSTRUCTION TO BIDDER (ITB)

I. The bid should be submitted in two covers System-Technical Bid and Financial Bid:

II. Envelope No.1 – Technical Bid: The agencies should give details of their technical soundness and provide a list of customers of previous supply of similar items to Universities, Institutes or Government Departments/ Undertakings/ public sectors with contact details. The details of the Bidder/ profile should be furnished along with the copy of all related documents. This envelope should be sealed and duly super-scribed as “**Envelope No. 1 – Technical Bid**”. Full name and address of the Bidder should also be mentioned on the envelope and should be addressed to The Director, NITK, Surathkal.

III. Documents to be submitted in the technical bid:

- 1) Trade License Certificate.
- 2) Agreements/Work Orders/Completion certificates if any, for similar work from other Universities, Institutes, and Government Department/Undertakings/Public sectors during the **last five years** ending the last day of the month previous to the one in which bids are invited of which experience should be given together with the prices eventually or finally paid with contact details of persons as per **Annexure – ‘A’**.
- 3) List of owner/partners of the firm and their contact numbers (Bidder Information)
- 4) Declaration of abandoned or suspended any awarded service & Blacklist Certificate. **Annexure ‘B’**
- 5) Copy of GST certificate & PAN No.
- 6) Copies of work orders with relevant pages of the contract for the last five years
- 7) Proof of completion certificate indicating the value of work completed.
- 8) Undertaking that the successful BIDDER agrees to give a Performance Security amounting to 3% of the Work order value in favor of “The Director, NITK Surathkal”.
- 9) A copy of the annual reports containing the audited balance sheet, profit and loss a/c., and trade or manufacturing a/c for the last 3 years should be enclosed and the turnover must be 30% of the estimated cost.
- 10) Duly filled in the checklist should be submitted along with the technical Bid.
- 11) The contract form given in section 5 needs to be submitted.
- 12) The bidder needs to comply with restrictions under rule No 144 (xi) of GFR (General Financial Rules) 2017 and the clause of Public Procurement Division Order (Public Procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 and 24.07.2020 of Dept of Expenditure (DOE), Ministry of Finance). In this Connection Bidder has to submit Self Certification (as per Annexure E or F), depending on the status of the bidder.

13) Guidelines for EMD:

- a. EMD must be in the form of Bank Guarantee **Annexure-G** (Fixed Deposit Receipt/Insurance surety bonds/DD/payment mode (through Credit/Debit cards / Net Banking). It will be valid for 180 days from the date of opening of the tender. In case of EMD payment made through E-Payment, a UTR Number with details should be submitted. The firm registered with MSE/NSIC as per MSE procurement policy order 2012 will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their tender. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest.
- b. The EMD will be returned to the BIDDER(s) whose offer is not accepted by NITK within one month from the
- c. date of the placing of the work order(s) on the selected BIDDER(s). In the case of the BIDDER(s) whose offer
- d. is accepted the EMD will be returned on submission of Performance Security in the form of a Bank Guarantee (BG). However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the Bidders.

- e. The successful BIDDER, on the award of contract/order, must send the contract/order acceptance in writing, within 15 days of award of contract/order failing which the EMD will be forfeited.
- f. The EMD shall be forfeited in case a successful BIDDER fails to furnish the Performance Security.
- g. The bidder should prepare the EMD as per the instructions specified in the tender document. The original EMD should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission as specified in the tender documents. The details of the BG/DD/FD/any other accepted instrument, physically sent, should tally with the details available in the submitted copy and the data entered during bid submission time. Otherwise, the submitted bid will be rejected.

14) **The above documents should be furnished in the technical bid envelope.**

IV. Envelope No.2 – The documents to be submitted in Financial bid:

The agencies should submit their financial bid as per the format is given in Section 4 of the Notice Inviting Tender in this cover. The rate should be quoted both in words and figures. All the pages of the financial bid should be signed affixing the seal. All corrections and overwriting should be initialled. This envelope should be duly superscribed as “**Envelope No. 2 – Financial bid**”. Full name and address of the Bidder should also be mentioned on the envelope and should be addressed to The Director, NITK, Surathkal.

15) **Both the Envelope No. 1 and 2 should be kept in another separate envelope duly super scribed with the following details.**

- (i) **Tender Notification Number**
- (ii) **“Tender for the supply of.....”**
- (iii) **Not to Open before (Date and Time)**

16) **Mention “Kind Attention: Contact Person’s Name and Phone Number”, and submit to the address given in the Notice Inviting Tender.**

V. Bid Evaluation:

On the due date, the Technical bids will be opened and referred to the Purchase Committee which is duly constituted by the Director, NITK. The committee will go through the technical aspects of the tender and recommend shortlisted firms. The recommendation of the committee is final and binding on all the parties.

VI. Quoting of Price(s):

- a. The Indian bidder should quote firm prices in the Indian rupee only unless otherwise specified elsewhere in this tender.
- b. Prices quoted in any other currency shall not be considered.
- c. The Bid will be accepted only from its authorized vendor.
- d. The incomplete or conditional tender will be rejected.
- e. The Institute reserves the right to cancel at any time after acceptance of the tender with a notice.
- f. The Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which might have derived from the execution of the supply.

VII. Performance Security:

- The successful bidder shall deposit performance security of 3% of the quoted price in the form of Bank Guarantee (**ANNEXURE -D**) / Demand Draft / Fixed Deposit Receipt of any scheduled bank drawn in favour of **The Director, NITK Surathkal, Mangalore** payable at Mangalore. In case the bidder fails to deposit the said performance security within the stipulated period, including the extended period if any,

the Earnest Money Deposited by the bidder shall be forfeited automatically without any notice. Please note the following points:

- 1) Successful bidder should submit performance security as prescribed above to the Accounts II Section, NITK Surathkal, on or before 30 days from the date of issue of order acknowledgment.
- 2) Performance Security shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded, or agreed to between the successful bidder and the purchaser under the terms and conditions of acceptance to tender.
- 3) The successful bidder is entirely responsible for the due performance of the contract in all respects according to the terms and conditions of the tender.
- 4) The validity of the Performance Security will be for 14 months from the date of initiation of the contract order.

VIII. The validity of bids:

1. The rate quoted should be valid for a minimum of 180 days. No claim for escalation of the rate will be considered after opening the Tender. The bid validity date will start from the last date of bid submission (Including date corrigendum).

IX. The bidder should give the following declaration while submitting the Tender:

DECLARATION

I/we have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I /we understand that my/our tender will be summarily rejected and full Earnest money deposit will be forfeited and I /we are/are liable to be banned from doing business with NITK, Surathkal and/or prosecuted.

Signature of the Bidder:

Name and Designation:

Business Address:

Place:

Seal of the Bidder's Firm

Date:

SECTION 2: CONDITIONS OF CONTRACT.

- a) All the vehicles/drivers deployed shall arrive at the designated location on time.
- b) The rate should be quoted in INR only.
- c) The rate quoted should be on a per-unit basis. Taxes and other charges should be quoted separately, considering exemptions, if any.
- d) Service providers who have already provided services and performed unsatisfactorily will not be entertained.
- e) The bidder should have one office of operation in Karnataka State.
- f) Payment: No credit shall be provided to the user, except for mass booking for the institute program, workshop, training programs.
- g) The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/passenger.
- h) The contract will initially be valid for a period of 1 year which will be extendable on a year-to-year basis up to 3 years, subject to satisfactory performance and without changing the rates.
- i) In case of dispute, the matter will be subject to Mangalore Jurisdiction only.

I. Agreement Overview:

- 1) This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Cab/Taxi Hiring Service provider. The purpose of this Agreement is to facilitate the implementation of Short-term Cab/Taxi Hiring Services from the Buyer's premises or any other premises designated by the Buyer. This Agreement outlines the scope of work, Buyer's obligations, special terms and conditions related to service delivery, and payment of services for mutual understanding of the stakeholders. The Agreement remains valid until the completion of the scope of services or the end of the contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties.

II. Amendment of Tender document:

- 1) At any time before the last date for receipt of bids, the Institute may for any reason, whether at its initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment. Further, the Institute may at its discretion extend the last date for the receipt of bids.
- 2) The bids shall be written in the English language and any information printed in another language shall be accompanied by an English translation, in which case for the interpretation of the bid, the English translation shall govern.
- 3) The Institute reserves the right to accept any bid other than the lowest or even reject all the bids. The decision of the Purchase Committee is final in all matters of tender and purchase.

III. Defined Timelines:

- 1) The Service Provider shall ensure that assigned vehicle and driver report within an Hour of confirmation of order or as mutually agreed with the Buyer.
- 2) The buyer shall notify the service provider of any change in the schedule of the hired car(s). The notification shall be provided 2 hours before the change.

- 3) Delay in arrival beyond 30 minutes shall attract penalties.

IV. Service Assumptions:

- 1) The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, the Service Provider shall be responsible and liable to deliver the services as per the contract.
- 2) The time of service provided shall start from the point of pick up to the point of final drop off, and the garage hours and km shall not be included.
- 3) The Buyer shall be entitled to use the vehicle within the scope of service specified under this contract. At no time during or after the completion of the contract will the owner of a hired vehicle be transferred to the Buyer.
- 4) The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the Buyer.
- 5) The drivers/ staff provided by the service provider shall not be deemed employees of the Buyer; hence the compliance with the applicable labour laws and acts, Transport Motor Workers Act, and other relevant laws will be the sole responsibility of the service provider.
- 6) Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of the deployment of the service provider's vehicle.
- 7) The Buyer will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider.
- 8) During the contract period, if the vehicle is seized/detained, or requisitioned by the Police/Motor Vehicle Authority or any other authorities for whatever reasons, that will be at the service provider's risk.

V. Limitations of Service (If Any):

- 1) Hiring for this service would mean hiring for a "Short Term" basis for both local and outstation travel.

VI. Service Providers Obligation:

- 1) The Service Provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance with the terms and conditions of the contract.
- 2) The Service Provider shall ensure that proper vehicle inspection has been done before deploying it to the Buyer/ Consignee location as per the contract.
- 3) The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out during off-duty hours. It shall be ensured that all electrical connections, including lights (both brake and front), horn, turn indicators, air conditioning, and other vehicle systems, shall be periodically checked and maintained by the service provider to avoid any inconvenience to the buyer.
- 4) The service provider shall provide at his cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act.
- 5) The service provider must ensure that the driver takes all necessary measures to ensure passenger safety by avoiding negligent driving by their drivers, such as over-speeding, rash driving, and driving vehicles without brakes/defective brakes.

- 6) The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central / State] especially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R & A Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc., and any other relevant acts as applicable at present or in the future during the tenure of the contract and as may be enforced from time to time. The onus of compliance with all the applicable Laws / Acts/ Rules shall rest with the service provider only, and the buyer will not be liable in any manner.
- 7) If the service provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, breakdown, servicing, and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make an alternate arrangement by providing similar or higher class of vehicle(s) for which Agreement is entered into, without any extra charges. Failure to do so will evoke a penalty. Then the Buyer shall have the right to recover damages as per the provisions of the contract.
- 8) The Service Provider will deploy experienced drivers knowing the routes of the areas and are familiar with the localities for carrying out the services. The service provider shall be personally responsible for any theft, misconduct, and /or disobedience on the part of drivers so provided by him.
- 9) The service provider shall ensure that the Vehicle deployed shall arrive at the designated location on time and with a full or sufficient tank of fuel.
- 10) All vehicles provided should carry a valid insurance and fitness certificate along with other necessary documents.
- 11) The contractor shall keep a suggestion/complaint book in every vehicle under contract to record any suggestion on the performance of services
- 12) The service provider shall ensure that the assigned vehicle and driver report as per the schedule provided by the user department/buyer / individual user. In the event of a delay in arrival beyond 30 minutes, the user shall have the right to hire other vehicle services (which may or may not be of a similar hired vehicle category).
- 13) The service provider shall take comprehensive insurance cover with a third-party unlimited liability risk of the vehicles provided to the Buyer.
- 14) The service provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer, and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with the Buyer.
- 15) The service provider shall ensure that the vehicle deployed by him is maintained well, cleaned thoroughly both internally and externally, the boot is kept clear off the dust, rubbish, oil, and any personal belongings of the driver.

VII. Buyers Obligations:

- 1) The location for reporting shall be provided by the Buyer to the service provider.
- 2) In the event of outstation travel, outstation night charges will be paid to the service provider if the duty hours end between 11:00 pm and 6:00 am at an outstation location.
- 3) It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form of the buyer/ passenger if the driver of the vehicle communicates directly with the Buyer/passenger (either by telephone, in writing, or verbally, and either before, during or after a trip) to make alter or change the nature of service provided, the Buyer must immediately inform the Service Provider.

4) In the event that the vehicles run more than the estimated number of KMS as mentioned in the order details, the charges for additional km travelled will be paid on the basis of rate list.

5) The Buyer/ passenger must immediately report to the designated representative of the Service Provider any problems, complaints, incidents, or accidents that occur during the trip, including any form of inappropriate behaviour/ improper uniform by the driver.

VIII. Trip Sheet – Triplicate:

1) The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/ passenger. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, and places visited, etc., for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the Buyer. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of the duty slip.

2) Once the service provider updates the logbook online, the buyer shall either accept or reject these entries within the prescribed time limit. The Buyer will also record any service non-delivery or non-performance issues and subsequent penalties. Failure to take action on logbook entries updated by a service provider shall be deemed as accepted.

IX. Penalties and Fines:

- Non-compliance of Service shall attract penalty by the institute as mentioned below:
 - 1) Non-deployment of vehicle/driver with or without replacement over 30 mins and no replacement provided up to 2 hours, the penalty of 15% of trip charges with warning and termination of contract after 3rd instance.
 - 2) Breakdown of the vehicle during the trip with no replacement or replacement within 30 mins penalty of 15% of daily vehicle charges and warning or termination of the contract after 3rd instance.
 - 3) Driver in an intoxicated state or misbehavior of the driver, a penalty of Rs2500.00 will be charged and the service provider have to replace the driver.
 - 4) Repeated default shall lead to termination of the contract agreement. (Refer Pg. No. 32,33,34 of the Tender Document)

X. Amendment of Contract:

- During the service delivery period, some conditions may occur when the Buyer and/ or Service Provider may be required to amend the Agreement. Some of such conditions may be as follows-
 1. Amendment of the Contract after the event of Force Majeure: In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended.
 2. However, the cause, evidence, and nature of such effect shall be notified to the other party.
 3. Amendment in statutory variations: All statutory variations leading to an increase in the cost of the contract will be debited to the buyer's accounts.
 4. Variation of the contract as per both parties' consent: Variation of the contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. The variation in the contract can be through the following. However, the variation put together shall not reduce or exceed 25% of the contract value.

5. Increase or decrease in duration of the contract.

XI. Termination of Contract:

- The Agreement shall become to an end either on completion of the Contract Period or shall be terminated for the following reasons:

- 1) Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination, including the notice period.
- 2) Breach of contractual obligations: Any incidents considered as a breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- 3) The contract can be terminated for convenience by giving at least two months prior notice in writing by both parties.
- 4) Notwithstanding any of the above, if the services of the Service Provider are not found satisfactory, the service provider will be issued one month's notice by the Buyer or consignee to terminate the contract without prejudice to any right accruing to either party before such termination.
- 5) Notwithstanding any of the above, if the Buyer doesn't make the payment, the service provider shall have the right to terminate the contract by providing one month's written notice to the Buyer or reporting the incident through appropriate channels.

However, termination of this contract shall not affect any accrued rights or remedies of either party.

XII. Payment Condition:

- 1)The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the buyer.
- 2)No advance payment shall be made to the Service Provider.
- 3)The price quoted shall cover all aspects of service delivery. It shall be inclusive of all consumables required to provide the service.
- 4)Nonetheless, any charges borne by the Service Provider for toll charges, parking fees, or entry taxes shall be reimbursed on an actual basis upon submission of proof of payment.

XIII. Payment Cycle:

- 1) Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
- 2) The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of the invoice, logbook, and service feedback.

XIV. Payment Process:

- 1) Payment shall be made only after submission of invoices, logbook, service feedback, and trip sheet along with the signature of the user. Non-submission of the same may lead to a delay in payment.

2) All the penalties/fines/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.

4) Payment will be made through bank transfer only. In no circumstance, cash/ cheque payment will be made.

XV. The Quoted Rates: The rate quoted by the bidder shall be firm throughout the contract period and there shall be no revision of the rates for any reasons whatsoever. It should be clearly understood that any claim for changes will not be entertained in any case once the bids are opened.

XVI. One bid per bidder: Each bidder shall submit only one bid either by himself or by representing a firm.

XVII. Cost of bid: The bidder shall bear all costs associated with the preparation and submission of his bid. The Institute in no case shall be responsible or liable for those costs.

XVIII. The bidder shall not make or cause any alteration, erasure, or obliteration to the text of the tender document.

The Institute will declare a bidder ineligible, either indefinitely or for a specified time, at the sole discretion of the Institute, for the award of contract/ participating in any other tender, if at any time the Institute determines that he has furnished false information/ engaged in corrupt or fraudulent practices.

If any overpayment is detected as a result of the post-payment audit, it shall be recovered by the institute from the supplier.

XIX. Determination of successful bidder:

1) The technically qualified bidder whose offer is evaluated as the lowest total bid after the reverse auction shall be the successful bidder subject to its meeting the statutory requirements.

2) Bidders are advised to refer point No. VI of Section 1A of the tender document before submitting their bids.

XX. Canvassing:

1) Canvassing in connection with tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing shall be liable to rejection.

2) Subject to the provisions concerning clarification of Bids, no Bidder shall contact the purchase committee on any matter relating to its bid from the time of the bid opening up to the time that the contract is awarded.

3) Any effort by the Bidder or Bidder's representative however described to influence the purchase committee in any way concerning scrutiny, consideration, evaluation of the Bid(s) or decision concerning award of contract shall entail rejection of bid and action against the bidder as deemed fit.

4) The purchase committee will deal with the bidder on a principal basis, without involvement in any manner in India or abroad of any agent/consultant/associate/another person whoever described.

XXI. Legal Matter: All domestic and international disputes are subject to Mangalore Jurisdiction only.

XXII. Relaxation for MSEs, will be as per GOI norms.

XXIII. Estimated price put up in tender is inclusive of all.

XXIV. Abnormally quoted low bid will be liable for rejection as per the OM No.F.12/17/2019-PPD of Department of Expenditure, Ministry of Finance dated 6th February 2020.

SECTION 3: SCOPE OF WORK

PARTIES TO THE AGREEMENT

- The main stakeholders associated with this agreement are below-
- a) **Buyer:** The Buyer is responsible for providing clear instructions, approvals, and timely payments for the services availed-
 - i) All Institute Users shall pay for availing Taxi Service on a cash basis and later get it reimbursed.
 - ii) Mass booking for the Institute Program shall be based on the prior basis with due approval.
- b) **Service Provider:** The service provider is responsible for providing all the required services promptly. The service provider may also include the seller, authorized agents, assignees, successors, and nominees as described in the agreement.

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.

1. The toll charges, parking fees, or entry taxes payable locally or outstation shall be reimbursed by the user to the Service Provider on an actual basis as paid by the service provider. If applicable, the customer will need to bear the parking fee.
2. The vehicles provided under the contract must be adequately and comprehensively insured. They should carry necessary RC (Reg. Certificate), permits/clearances, including pollution clearance certificate (PUC), from the concerned State Transport Authority or any other concerned authority. The service provider/vehicle provider should ensure that all the provisions relating to the Motor Vehicle Act, Insurance provisions, Minimum Wages Act regarding payment to the driver, and also the provisions of Gratuity to the driver are strictly followed by the service provider/vehicle provider while providing the vehicles as all these statutory liabilities will be on account of the service provider/contractor/vehicle provider
 - i) The Service Provider should provide a Helpdesk facility with one manpower at his own cost in the institute and the institute shall provide space for the Helpdesk Office.
 - ii) The helpdesk should facilitate pre-paid and post-paid taxi booking and collection.
3. **All vehicles provided shall be air-conditioned and equipped with an emergency medical first aid kit and a fire extinguisher.**
4. All vehicles should be in excellent working condition (both internally and externally) at all times. The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally.
 - a) All vehicles/drivers deployed shall arrive at the designated location on time and with a full or sufficient fuel tank. In case of arrival delay, then the penalty will be charged as per agreement.
 - b) The drivers of the vehicles must possess a valid commercial license and must have a minimum of 2 years of driving experience.

- d) All the requirements will be on a demand basis only.
 - e) Pick and drop facility to be provided from Buyer's premises (NITK) or as informed by user to Mangalore airport/Mangalore Railway station or any other destination as informed by the user.
 - f) For any journey/pick up/Drop, the starting point will be NITK or, as informed by the user, for the same user will pay from the starting point only.
 - g) Night charges/Drive allowance will be applicable only from 11 PM-6 AM.
5. The driver provided along with the vehicle should be neatly dressed and in uniform and should also be in possession of a Mobile phone, and his Mobile phone number along with the service provider's mobile phone number shall be made available to this office for contacting them regularly. The driver should be well experienced and conversant with the city and its suburbs and should not have any police case pending against them. Driver must have a valid driving license and should have police verification. A declaration to that effect needs to be submitted along with the Bid. His antecedents and personal details, including present and permanent addresses, are also required to be submitted. If any time the department wishes, it may get the verification done at its end.
 6. The service provider will be liable to pay the wages and allowances to the Driver. The Driver will be on the establishment of the Service Provider for all practical and legal purposes. The buyer of the contract would not be responsible for seeing whether the minimum wage is, as per the prevailing labor laws.
 7. The service provider shall ensure that the speedometer and odometer (for measuring distance covered) of the car supplied are properly sealed so that no tampering is done to inflate the distance traveled.
 8. The Kilometers shall be calculated based on Zero-based mileage starting from the NITK or Destination informed by the user.
 9. Driver must not smoke or drink (liquor or any intoxicated); while on duty, in case of. Misbehavior of the driver or failure to meet any of the agreed/accepted terms and conditions, a penalty will be charged as per the agreement.
 10. The service provider shall ensure compliance with all labor laws in force.
 11. In case of vehicle failure in the journey transit, the Service provider should make an alternate arrangement by providing a similar or higher class of vehicle. If the Service provider cannot do so, then the penalty will be charged as per the agreement.
 12. In case of any mishap/accident, all the claims arising out shall be paid by the service provider only.
 13. The service provider has to provide the service around the clock and whenever the user demands it.
 14. Rates shall remain firm and fixed till the execution of the entire contract.
 15. The quantity indicated above is tentative only. However, during execution, the quantity may vary based on the actual quantity, and payment will be made at actual, subject to an overall ceiling on contract value.
 16. Any new or additional taxes/duties/cess and any increase in the existing taxes/duties/cess imposed after the bid submission date shall be to the NITK account, and any corresponding decrease shall be passed on to the NITK. Tax at source shall be deducted as per statute.

SECTION 4 - PRICE BID

[To be used by the bidder for submission of the bid]

	Description of services	UOM	Est. Qty for One Year (A)	Unit rate in INR (B)	Amount in INR (Unit rate x Qty) (A x B = C)
A	SEDAN - AC				
1	Mangalore to Mangalore Air Port Drop or Pick up	EACH	200		
2	NITK to Mangalore Air Port Drop or Pick up	EACH	100		
3	NITK to Mangalore Junction Railway Station Drop or Pick Up	EACH	80		
4	NITK to Mangalore Central Railway Station Drop or Pick up	EACH	80		
5	Mangalore to Mangalore Junction Railway Station Drop or Pick up	EACH	80		
6	Mangalore to Mangalore Central Railway Station Drop or Pick up	EACH	80		
7	NITK to Surathkal Railway Station Drop or Pick up	EACH	80		
8	For below 4hrs or up to 50 km	EACH	50		
9	For 4hrs above and below 8hrs (upto 100 km)	EACH	40		
10	For 8hrs above and below 12hrs (100 km to 250 km)	EACH	35		
11	Additional Mileage Rate per KM	KM	100		
12	Rates of Additional Hours	HOUR	50		
13	Night Batta (11PM to 6AM)	EACH	30		
B	OUTSTATION DUTY				
1	Charges Per Day 24HRS/250 KMS	EACH	80		
2	Extra KM Rate beyond 250 KMS	KM	100		
3	Night Batta (11PM to 6AM)	EACH	50		
4	Rates of Additional Hours	HOUR	100		
C	SUV/MUV - AC				
1	Mangalore to Mangalore Air Port Drop or Pick up	EACH	50		
2	NITK to Mangalore Air Port Drop or Pick up	EACH	30		
3	NITK to Mangalore Junction Railway Station Drop or Pick Up	EACH	20		
4	NITK to Mangalore Central Railway Station Drop or Pick up	EACH	20		
5	Mangalore to Mangalore Junction Railway Station Drop or Pick up	EACH	30		
6	Mangalore to Mangalore Central Railway Station Drop or Pick up	EACH	30		
7	NITK to Surathkal Railway Station Drop or Pick up	EACH	30		
8	For below 4hrs or upto 50 km	EACH	20		
9	For 4hrs above and below 8hrs (upto 100 km)	EACH	25		
10	For 8hrs above and below 12hrs (100 km to 250 km)	EACH	20		
11	Additional Mileage Rate per KM	KM	150		
12	Rates of Additional Hours	EACH	50		
13	Night Batta (11PM to 6AM)	EACH	30		

D	OUTSTATION DUTY				
1	Charges Per Day 24HRS/250 KMS	EACH	35		
2	Extra KM Rate beyond 250 KMS	KM	150		
3	Night Batta (11PM to 6AM)	EACH	30		
4	Rates of Additional Hours	Hours	70		
E	LOCAL DUTY DELUXE BUS (AC)				
1	Mangalore airport drop or pickup	EACH	10		
2	Mangalore railway station (Junction or central) drop of pickup	EACH	10		
3	For below 4 hours or up to 50 kms	EACH	5		
4	For above 4 hours and below 8 hours (up to 100kms)	EACH	5		
5	For above 8 hours and below 12 hours (100kms to 250 kms)	EACH	5		
6	Additional mileage rate per km	KM	200		
7	Rates of additional hours	HOUR	125		
8	Night batta (11pm to 6am)	EACH	80		
F	LOCAL DUTY DELUXE MINI BUS (AC)				
1	Mangalore airport drop or pickup	EACH	10		
2	Mangalore railway station (Junction or central) drop of pickup	EACH	10		
3	For below 4 hours or up to 50 kms	EACH	5		
4	For above 4 hours and below 8 hours (up to 100kms)	EACH	5		
5	For above 8 hours and below 12 hours (100kms to 250 kms)	EACH	5		
6	Additional mileage rate per km	KM	100		
7	Rates of additional hours	HOUR	65		
8	Night batta (11pm to 6am)	EACH	40		
G	OUTSTATION DUTY DELUXE BUS (AC)				
1	Charges per day 24 hours/250kms	EACH	5		
2	Extra km rate beyond 250kms	KM	150		
3	Night batta (11pm to 6am)	EACH	80		
4	Rates of additional hours	HOUR	30		
	Total Amount (Rs.) excluding GST				
			GST		
		Total Cost after GST			

*The service provider needs to quote his rate for all the items, failing to which his bid will be liable for rejection.

SECTION 5: CONTRACT FORM

[To be provided by the bidder in the business letterhead]

1. (Name of the Supplier's Firm) hereby abides to provide the services as per the Scope of Work mentioned in Section 3 of the tender document for "Hiring of Taxi Services as and when required" if the Work Order is awarded.
2. The services will be provided conforming to the requirement stated in the tender document without any defects and deviations.

Signature of the Bidder: _____

Name and Designation: _____

Business Address : _____

Place:

Seal of the Bidder's Firm

Date:

Previous Service Orders Executed

Name of the firm: _____

Sl. No.	Order placed by [Full address of the purchaser]	Order No. and Date	Order Value	Contact person along with telephone, mobile number, fax, and E-mail address (other Universities, Institutes, and Government Department/Undertakings/Public sectors)

(Add more rows if required)

Signature and Seal of the Bid.

FORMAT OF DECLARATION
(To be submitted on Letterhead)

I/We Mr./Ms./Mrs. _____, S/o/ of Mr. _____ aged about _____ years, resident of _____, working as -----(designation) for ----- (name and address of the bidding agency).

I solemnly affirm and the state as under:

1. That I am working as ----- /proprietor of the ----- (name of the firm) and authorized to sign this declaration.
2. That the firm M/s---- (complete address of the firm) has not abandoned or suspended any contract work of any organization/ department so far/ during the previous five financial years.
3. That the firm M/s---- (complete address of the firm) has not been blacklisted/ debarred for competing in tenders by any organization/ department so far/ during the previous five financial years.
4. I solemnly confirm that the facts stated above are true and nothing has been concealed.

Seal and Signature of Bidder

Format for Bank Account details of the bidder

Name of the account holder (the bidder)	
Complete address	
Contact number	
Email address	

Bank Account details:

Bank name	
Branch name	
MICR number	
Account type	
Account Number	
Please re-type the Account number again	
IFSC code of the Bank	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the Institute responsible for this.

I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Seal and signature of the bidder.

Certification from the banker:

Certified that the particulars furnished above are correct as per our records.

Seal and signature of the authorized officer of the bank.

FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

To,
Director,
National Institute of Technology Karnataka,
Srinivasnagar P.O., Surathkal
Mangalore – 575025

Whereas..... (name and address of the contractor) (hereinafter called “the contractor”) has undertaken, in pursuance of contract no date..... to supply (description of goods and Works/ Services) (hereinafter called “the contract”).

And Whereas you have stipulated in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, 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 contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits 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.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.

**(Compliance to be submitted in the bidder's letterhead)
(as applicable)**

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Service Name:	
Tender No.:	

We M/s. _____ (name of the bidder company) have read the clauses about the Department of Expenditure's (DoE) Public Procurement Division Order (Public Procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country that shares a land border with India.

We hereby certify that **we are not from such a country** and are eligible to be considered for this tender.

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead to commercial rejection of their bids by NITK)

For and on behalf of _____ (Name of the bidder)

(Signature, date & seal of an authorized representative of the bidder)

**(Compliance to be submitted in the bidder's letterhead)
(as applicable)**

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Service Name:	
Tender No.:	

We M/s. _____ (name of the bidder company) have read the clauses of the Department of Expenditure's (DoE) Public Procurement Division Order (Public Procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We are from a country that shares a land border with India and have been registered with the Competent Authority as specified in the above-said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

Evidence of valid registration by the Competent Authority is attached.

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead to commercial rejection of their bids by NITK)

For and on behalf of _____ (Name of the bidder)

(Signature, date & seal of an authorized representative of the bidder)

FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND

(To be typed on Non-judicial stamp paper of value Indian Rupees One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MANGALORE OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MANGALORE OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT MANGALORE. BONDS ISSUED BY COOPERATIVE BANKS ARE NOT ACCEPTED)

LETTER OF GUARANTEE

To
Director,
National Institute of Technology Karnataka,
Srinivasnagar P.O., Surathkal
Mangalore – 575025

IN ACCORDANCE WITH YOUR TENDER for the supply of, M/s..... (hereinafter called the "Bidder") having its Registered Office at, wish to participate in the said bid for the supply.....as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. (Rupees.....) valid up to **(180 days from the date of issue of Bank Guarantee)**, is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Nonacceptance of the Letter of Intent/Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition within the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee:

We,(Bank name) having the registered office at.....guarantee and undertake to pay immediately on first demand by NITK Surathkal, an amount of Rs.....(Rupees.without any reservation, protest, demur or recourse. Any such demand made by the NITK Surathkal shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to.....(180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction from the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein:

- * Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....).
- * This Bank Guarantee shall be valid up to.....(date).
- * We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office atsituated at(Address of local branch).

Yours truly,

Signature and seal of the guarantor: Name of Bank:

Address:

Date:

Instruction to Bank: The Bank should note that on the expiry of the Bond Period, the Original Bond will not be returned to the Bank. The bank is requested to take appropriate necessary action on or after the expiry of the bond period.

INTEGRITY PACT AGREEMENT

(To be signed by the bidder/same signatory authorized to sign the relevant contact)

This Integrity Agreement is made at Surathkal on this day of20

BETWEEN

National Institute of Technology Karnataka, Surathkal, an Institute of National Importance (under NIT Act -2007) represented through The Registrar, NITK, Surathkal (hereinafter referred as the ‘**Buyer**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/Firm/Company)

Through (Hereinafter referred to as the “Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its succession and permitted assigns)

Preamble

WHEREAS **NITK Surathkal has** floated the Tender (Hereinafter referred to as “Tender/Bid”) and intends to award, underlaid down organizational procedure, contract for “Equipment”

[Hereinafter referred to as the “**Contract**”).

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this witness as under:

Seal and Signature of the bidder

Registrar, for NITK Surathkal

Article 1: COMMITMENT OF NITK, SURATHKAL

1) **NITK Surathkal** commits to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of NITK Surathkal, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) NITK Surathkal will, during the Tender process, treat all Bidder(s) with equity and reason. NITK Surathkal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage concerning the Tender process or the Contract execution.
- (c) NITK Surathkal shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of a biased nature.

2) If NITK Surathkal obtains information on the conduct of any of its employees which is a criminal offense under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, NITK Surathkal will inform the Chief Vigilance Officer and in addition, can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: COMMITMENT OF THE BIDDER(S)/CONTRACTOR(S)

1) It is required that each Bidder/Contractor (including their respective officers, employees, and agents) adheres to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and through the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commit himself to take measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contractor to any third person any material or other benefit which he/she is not legally entitled to, to obtain in exchange any advantage of any kind whatsoever during the Tender process or the execution of the Contractor.

Seal and Signature of the bidder

Registrar, for NITK Surathkal

- b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into an undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offense under the relevant IPC/PC Act. Further, the Bidder(s)/Contractor(s) will not use improperly, (for competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as
 - d. Part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - e. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives if any. Either the Indian agent on behalf of the foreign principals or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - f. The Bidder(s)/Contractor(s) will when presenting his bid, disclose all payments he has made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents to induce a public official to act in reliance thereof, to obtain unjust advantage by or causing damage to a justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive practices (means the act of obtaining something, compelling action, or influencing a decision through intimidation, there or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Seal and Signature of the bidder

Registrar, for NITK Surathkal

Article 3: CONSEQUENCES OF BREACH

Without prejudice to any rights that may be available to NITK Surathkal under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidders/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before awarded or during the execution of the Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving a 14-day notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determinate the Contract - if already executed or exclude the Bidders/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by NITK Surathkal.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If NITK Surathkal has disqualified the Bidder(s) from the tender process before the award of the Contract or terminate/determinate the Contractor has accrued the right to terminate/determinate the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to NITK Surathkal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Security of the Bidders/Contractor.
- 3) **Criminal Liability:** If NITK Surathkal obtains knowledge of the conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of the Indian Penal Code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, NITK Surathkal will inform the same to law enforcing agencies for further investigation.

Article 4: PREVIOUS TRANSGRESSION

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anti-corruption approach or with the Central Government or State Government or any other Central/State Public Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its discretion, revoke the exclusion prematurely.

Seal and Signature of the bidder

Registrar, for NITK Surathkal

Article: 5 EQUAL TREATMENT OF ALL BIDDER/CONTRACTORS/SUBCONTRACTORS

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidders/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed pact between the Principal/Owner and the bidder, along with the Tender, or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: DURATION OF THE PACT

This Pact begins when both parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contractor or till the continuation of the defect liability period, whichever is more, and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of these pacts as specified above, under it is discharged/determined by the Competent Authority of NITK, Surathkal.

Article 7: OTHER PROVISIONS

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is **Mangalore**, the Headquarters of NITK Surathkal, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partners holding power of attorney signed by all partners and consortium members. In the case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement with their original intentions.
- 5) It is agreed on term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action was taken by the Owner/Principal in accordance with this **Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Seal and Signature of the bidder

Registrar, for NITK Surathkal

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of the following witnesses:

.....
(For and on behalf of NITK Surathkal)

.....
(For and on behalf of bidder/ contractor)

WITNESSES:

2.
(Signature, name, and address)

3.
(Signature, name, and address)

Place: Surathkal.

Dated:

Checklist for BIDDERS

BIDDERS are to indicate whether the following documents are submitted by striking out the non-relevant option and the relevant technical bid documents should be in order.

Sl. No.	Documents	Content	Document Attached
1	Technical Bid	A signed copy of the tender document should be submitted	(Yes /No) Pg. No
2		Self-Attested copy of GST & PAN Number	(Yes /No) Pg. No.
3		Trade License certificate	(Yes /No) Pg. No.
4		Undertaking that the successful BIDDER agrees to give a 3% Performance Security.	(Yes /No) Pg. No.
5		Copy Annual Reports with Audited Balance Sheet for last 3 years	(Yes /No) Pg. No.
6		List of Owner/partners of the firm and their contact numbers (Bidder Information)	(Yes /No) Pg. No.
7		The contract form is given in Section 5	(Yes /No) Pg. No.
8		Previous Supply Order as per <u>Annexure-'A'</u>	(Yes /No) Pg. No.
9		Declaration of abandoned or suspended any awarded service & Blacklist Certificate. Annexure 'B'	(Yes /No) Pg. No.
10		Bank details of the bidder. <u>Annexure 'C'</u>	(Yes /No) Pg. No.
11		Format for Performance Guarantee Bond - <u>Annexure – 'D'</u>	(Yes /No) Pg. No.
12		Compliance to be submitted in the bidder's letterhead - <u>Annexure – 'E'</u>	(Yes /No) Pg. No.
13		Compliance to be submitted in the bidder's letterhead - <u>Annexure – 'F'</u>	(Yes /No) Pg. No.
14		EMD FORMAT <u>Annexure 'G'</u>	(Yes /No) Pg. No.
15		Any other document	(Yes /No) Pg. No.
16		Scope of Work	(Yes /No) Pg. No.
17		INTEGRITY PACT AGREEMENT – <u>Annexure- 'H'</u>	
1	Financial-Bid	Price bid (Section 4)	(Yes /No)

Seal and Signature of the bidder