



**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA-769008(ORISSA)**

RATE CONTRACT FOR TRANSPORTATION SERVICES

Tender Notice No: NITR/PW/Adv/10/58

Date: 30.08.2010

NIT Rourkela intends to frame a rate contract for transportation services in accordance with the terms and conditions detailed below. Interested Agency or Individual owners of taxis, buses, and other vehicles permitted to operate commercially in and around Rourkela may send their sealed quotations in the given format with precise and complete terms within the stipulated period mentioned below. The bidders are requested to apply in a sealed envelope addressed to **The Registrar, NIT, Rourkela-769008**.

Last date for submission: 27.09.2010 at 3.00 P.M.

Date and Time for opening: 27.09.2010 at 3.30 P.M.

A. OPERATIVE TERMS AND CONDITION:

1. The terms and conditions for time and distance calculation are given in Annexure - I.
2. This rate contract shall be in effect with multiple Agencies and individuals to start with. In addition, any other Agency or individual can join the rate contract in future if it agrees to the rates and other terms & conditions.
3. This rate contract is for a period of One year. The Institute reserves the right to revoke the contract with any Agency if the leasing Agency/Individual breaches any terms and conditions laid in the contract.
4. The frequency and numbers of Vehicles to be hired shall be decided by the Institute and its personnel as per requirement.
5. The Vehicles to be engaged for providing transportation service should be in good condition.
6. The vehicle should be registered with the concerned authorities of Govt. of Orissa.
7. The driver(s) employed by the leasing agency for driving the vehicle must possess a valid driving license. Any instance of non-compliance shall lead to immediate termination of the contract with the leasing agency.
8. The driver of the vehicle must possess a mobile phone in working condition to facilitate communication with the user.

9. The Vehicle to be operated under this contract should have valid certification from Air Pollution board/ department. However the onus of compliance lies with the service provider.
10. The Agency/Individual will take care of Insurance of the vehicle including third party insurance. If the vehicle is not insured to cover the passenger or person/property of the Institute (including those outside the vehicle), the contractor will be legally liable to pay all damages. In case of failure to do so the contract with that particular agency shall stand terminated with immediate effect.
11. All sorts of expenses related to the Vehicle have to be borne by the Vehicle agency. These expenses will include: **(a)** Fuel, Mobil, lubricants, coolant, brake oil and other consumables **(b)** Major or minor repair and replacement of Vehicle parts, accessories including tyres, tubes and upholsteries etc. **(c)** Expenses towards major /minor accidents **(d)** Renewal of insurance, Payment of commercial taxes, road taxes, toll charges, service tax, etc., **(e)** Salary of drivers/ helpers/cleaners/other personnel.
12. The personnel engaged by the Agency/Individual shall draw their remuneration from their Agency and shall not claim any employment benefit from Institute at any time or in future (even after expiry of the contract). The Agency shall also be responsible for payment of other statutory benefits to its personnel and shall indemnify the Institute in the matter. The personnel employed by the Agency will not join or form any Union associated with the Institute or any other political party.
13. Any payment required to be made by the Agency/Individual to its personnel in compliance to any of the rules under jurisdiction shall be the sole responsibility of the Agency. This would include specific responsibility with regard to provision of minimum Wages act and/or Law, as applicable from time to time. The onus of compliance purely lies with the Agency and the Institute will, in no case, be responsible for default, in this regard.
14. The Agency/Individual shall comply with the regulatory clauses of labor Act and shall not engage any minor under this contract.
15. All safety measures must be taken care of, in order to avoid any accident and other safety hazards. Any type of loss of assets due to any such incident is the sole responsibility of the Agency/Individual. The Institute shall in no way be liable for any such incident occurring during or in connection with this Rate contract.
16. If there is any damage to the institute property or any other financial burden on the institute because of willful or negligent action by the Agency/Individual and /or its personnel, the institute shall be entitled to recover the same by means of compensation from the Agency/Individual.
17. The services provided by the taxi operator should conform to standard quality/ satisfaction level of users.
18. Normally, for in-station duty the Vehicle will be asked for a fixed destination or a fixed duration not excluding eight hours but in case of extended service hours the driver must be changed after eight hours duty, except when the nature of the assignment permits sufficient rest for the driver.
19. Frequent non availability, refusal to serve, misbehavior, overcharging or any bad business practice by the Agency/Individual shall lead to blacklisting.

20. No manpower and/or resources should be engaged exclusively for this Rate contract; when the contract terminates and /or expires there shall be no physical or moral pressure on the institute, on grounds of “person and/or resources displaced from job”. The institute shall not entertain such claim.
21. NIT Rourkela reserves the right to reject any services/ articles if found not of desired quality and/or specification or found defective/ damaged. Decision of NIT Rourkela will be final and binding on the leasing Agency.
22. **Payment Term:** Payment will be made in cash by individual users or by the Institute by crossed account payee cheques drawn on SBI, NIT Campus, Rourkela normally within 30 days from the date of receipt of the bill / certified documents completed in all respects from the Vehicle agency.
23. The Agency must provide a receipt for any payment it receives from the Institute or any employee or student of the Institute.
24. While dealing with the Institute or any employee or Student the Agency shall provide service at scheduled rates. It may, however, offer discounts to individual users and Institute in case of large orders.

B. MODE OF SELECTION:

1. A committee constituted by the Institute will examine all the proposals on the basis of the rates quoted against each item as mentioned in Table: 1 . The lowest quoted price and/or best offer in each category, if found to be reasonable, shall be taken into account to constitute the rate contract.
2. The recommendation of the committee will be put up to Director, NIT Rourkela for his consideration. Decision of the Director will be final and binding. It should be noted that selection will be based on the lowest quoted price and/or the best offer in each category.
3. Any Agency which refuses to honour its own quotation will be disqualified and E.M.D will be forfeited.
4. The rate contract shall not be exclusive to those bidders who join the contract at the beginning. Instead, any new supplier or service may join the scheme at any time during the validity of the rate contract by agreeing to abide by all the terms and conditions.
5. The advantage of joining the scheme early is twofold:
 - a) The Institute shall distribute the list of empanelled service providers to its employees, students and guests.
 - b) When the panel becomes long enough, the Institute, at its discretion may refuse to accept more names, the acceptable size of the list being fixed by the Director, NIT Rourkela.

C. JURISDICTION AND RIGHT TO AMEND RULES:

1. The institute reserves the right to amend the rules of operation whenever and wherever considered necessary and appropriate. The same shall be intimated to the vendors in due course.

2. The Institute rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, the Director, NIT, Rourkela is the sole arbitrator to decide the same and his decision is final and binding on both the contractor and the institute as per the provisions of the Arbitration and Conciliation Act 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Rourkela only.

C. INSTRUCTION TO THE BIDDERS:

1. The bidders have to furnish their personal details and other particulars as mentioned in **Annexure-II** and fill up the quoted price in **Table: 1** as per the given format.
2. The rates to be filled against each item in **Table: 1** must be inclusive of all taxes and levies. Hence the bidders are requested to quote their rates after taking into account the above mentioned statutory liabilities and other fixed and variable costs of the vehicle.
3. All quotations must be submitted in sealed envelope addressed to **The Registrar, NIT, Rourkela-769008**, on or before the stipulated period superscribing the following on the top of the envelope.

RATE CONTRACT FOR TRANSPORTATION SERVICES

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Due Date. 27.09.2010 at 3.00 P.M.

4. Interested Agencies/Individuals may send their sealed quotations, on or before the stipulated date along with an **E.M.D of Rs.5000/- (Rupees Five thousand only)** in shape of Demand draft /Banker's cheque in favour of "Director, NIT, Rourkela", payable at Rourkela. The bid is liable to be rejected without E.M.D. The E.M.D will be refunded to the bidders within a week of finalization of the rate contract.
5. Postal or courier delay will not be considered and the quotations received after due date & time will be rejected.
6. The Institute reserves the right to cancel /reject any or all proposals without assigning any reason thereof.

**Sd/
REGISTRAR**

Table: 1
For Local Travel

Sl. No	Category	Item No	Name of the vehicle	Rate per K.M
1	Non AC	a)	Car (Indica, Maruti, Ambassador) Model 2004 Onwards	
		b)	Tata Sumo, Bolero, Scorpio Model 2004 Onwards	
		c)	Bus (30 seater) Model 2004 Onwards	
		d)	Bus (50 seater) Model 2004 Onwards	
2	AC	a)	Indigo, Indica, Ambassador Model 2004 Onwards	
		b)	Tata Sumo, Bolero, Scorpio Model 2004 Onwards	
		c)	Toyota Innova and Luxury Cars of other brands Model 2004 Onwards	

Terms and conditions for time and distance calculation.

1. While dropping a passenger in Railway Station, the vehicle may be required to carry a person from NIT colony or Hostel. The car must wait in Railway Station till the train arrives and the passenger enters the coach. The total time (running & waiting) will be counted.
2. While receiving a passenger, the car must wait if the train is delayed.
3. While receiving a passenger, the car may be required to carry a host student or employee from his Hostel or residence.
4. The car will measure both distance travelled in K.M and elapsed time (combining both driving and waiting time) from reporting to NIT to being released in NIT. If released in another location then the expected time and distance to reach Sector-2 is to be added. If a vehicle is released in Railway Station, 6 K.M and 10 minutes are to be added. One hour elapsed will be considered equivalent to 10 K.M of travel. All time will be measured in units of one hour i.e. equivalent to 10 K.M of travel. Time of less than 30 minutes will be ignored, and more than 30 minutes will be counted as one hour or 10 K.M.
5. The bill will be calculated as given below:
Bill Amount=(Total time in integer hoursx10+distance traveled in k.m)xRate per k.m.
Total time = combined running + waiting time, i.e. from NIT back to NIT.
6. Minimum billing amount will be for 20 k.m.
7. There shall be no discrimination in billing as a function of location within NIT Campus – residence or Hostel. It will be as per clock and odometer reading.
8. In case of long distance travel involving night halt, the payment will be negotiated specially as per market rate.

PROPOSAL FOR TRANSPORTATION SERVICE ON RATE CONTRACT BASIS

1. Name of the Firm/Agency/Individual : _____
2. Full Postal Address : _____

4. Office/Residence Phone No/ Mobile No. : _____
(Mandatory)
5. Office Fax No. If any : _____
6. Name(s) of the Proprietor/
Partners : _____
7. PAN Card No. : _____
(Enclose Photocopy)
8. Details of the financial Institution : _____
If the vehicle is hypothecated
9. Details of the vehicles under possession: **Please attach separate sheet**
(Brand and Model, Manufacturing Year, Date of purchase etc.)
10. Undertaking: I accept all the terms and conditions of the advertisement including
rules for time and distance calculation.

Signature of the Proprietor/ Partner

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