

**National Institute of Fashion Technology**  
**(An Autonomous Institute under Ministry of Textiles, Government of India)**  
**Umsawli, Shillong**  
**793 012 Meghalaya, India**

Phone: 0364-2308829  
Web : [www.nift.ac.in](http://www.nift.ac.in)

Ref: **11758/Pur/NIFT SHL/Bus Services/2024/03**

Date:- **27.02.2024.**

**NOTICE INVITING TENDER FOR HIRING OF BUS SERVICES AT  
NIFT SHILLONG**

**Time schedule for Short Notice tender process:**

निविदा अधिसूचना के प्रकाशन की तिथि /Date of publication of tender notification	27 .02.2024
ऑनलाइन निविदा जमा करने की प्रारंभिक तिथि/Starting Date for Online Submission of Tender	27 .02.2024
ऑनलाइन निविदा जमा करने की अंतिम तिथि/Closing date for Online Submission of Tender	19.03.2024 2: 00 PM
के उद्घाटन की तिथि और समय निविदाओं की तकनीकी बोली /Date and time of the opening of Technical bid of tenders	20.03.2024 4:00 pm
निविदाओं की वित्तीय बोली खोलने की तिथि एवं समय/Date and time of the opening of Financial bid	<b><u>To be informed to technically Qualified Bidders separately</u></b>

**Opening Date and Time of Financial Bidding:** will be notified to the short-listed bidders only.

NIFT Shillong invites online Tenders through CPP Portal <https://eprocure.gov.in/eprocure/app> from eligible Bidders for Hiring of BUS SERVICES.

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

**Seal & Signature**

**Date**

**I accept the above Terms & Conditions**

## **BID INSTRUCTIONS**

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

1. Cover 1 which consists of technical requirements and general terms & conditions.
2. Cover 2 which consist of the Price Bid (in BoQ) & PDF Format for price for reference.

## **BRIEF BACKGROUND**

National Institute of Fashion Technology, Shillong intends to hire Buses on contract under the following categories:

**FOR GROUP A SI No (1): Bus for catering Students Hostellers of Nongthymmai hostel as well as as per requirement of the Institute etc, on Monthly payment basis :-**

The Institute intends to hire initially at least 4 to 5 Busses on a monthly basis. The number of buses required may vary based on demand. The successful bidder(s) under **GROUP A SI No.1** will be awarded the **CONTRACT FOR PROVIDING BUS SERVICES ON MONTHLY BASIS.**

**FOR GROUP B: Bus for catering to journeys on demand basis for students field visit, Industrial visit, etc as and when required: -**

The Institute also requires buses for movements such as city trip/tour, inter-city trip, inter-State trip/tour, pickup & drop to & from Guwahati/Shillong Airport or any other place etc as per requirement of the Institute and Railway station at Guwahati/ISBT. The successful bidders under this group may be **EMPANELLED FOR PROVIDING BUS SERVICES FOR JOURNEYS ON DEMAND BASIS AS AND WHEN REQUIRED.**

Tenders are invited from the experienced Transport Service Providers/Agencies for providing Bus services as described above. The Buses should have excellent running conditions with good seats.

The bidders may provide vehicles (Petrol/ Diesel) of the following brands/models complying with prevailing emission norms.

**FOR GROUP A**–i) 36 Seat Bus (The vehicle should not have run more than 80,000Km).

**FOR GROUP B** – ii) 17 Seat, 26, Seat, 28 Seat, 30 Seat, 42-45 Seat. (The vehicle should not have run more than 80,000 Km).

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

**Seal & Signature**

**Date**

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## **BASIC REQUIREMENTS:**

1. Agency should comply with the MII (Make in India) clause as per latest Govt of India Notification.
2. The Agency should preferably be registered with the Labour Department, and having a valid labour license. Agencies registered with the Office of the Chief labour Commissioner (Central). (Supporting document to be provided)
3. The Agency should have an Income Tax account (PAN), GST Registration Certificate and other statutory registration for operating as a transport service provider. (Supporting document to be provided)
4. Valid Trading License is to be submitted before allotment of Contract/Supply work. The Khasi Hills Autonomous District Council by virtue of the power conferred upon it under paragraph 10 to the Sixth Schedule of the Constitution of India made laws being The Khasi Hills Autonomous District (Trading by Non- Tribals), Regulation, 1954 (as amended) to Control and regulate the Trading by Non- Tribals in the tribal areas of Khasi Hills.
5. The Agency should have experience in providing transport Bus service to Government and Non-Government organizations, Autonomous Institutes, Public Sector and Private Sector of at least 1 (One) year, within last five years from the date of publishing of tender (Supporting document to be provided)
6. The Agency should have satisfactory Completion Certificates or valid Work Orders / Contracts of at least 1 (One) similar works with estimated as per below: (a) ₹ 7 Lakhs per annum for Group A, starting from 2020-21, 2021-22, 2022-23 (Any One Year).
7. The Agency should not have been blacklisted in the past 05 (five) years by any Government and Non- Government organizations, Autonomous Institutes, Public Sector and Private Sector Undertakings. (Undertaking to be submitted by the tenderer)
8. The Agency should have no vigilance/CBI case pending against it. (Undertaking to be submitted by the tenderer)

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

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## **INSTRUCTIONS TO BIDDERS:**

1. The tender for hiring of Bus shall be in a two-bid system. Tender shall comprise of a Technical Bid (providing information about technical capabilities, experience of similar service, list of organizations where such services are being / have been provided, substantiated with copies of service orders, testimonials/certificates, etc.) and a Financial Bid (showing details of Charges for the Services with relevant taxes).
2. Bidders have to quote for both the Groups as above. evaluation of the bids will be done as mentioned above.

## **SCOPE OF WORK WITH SOME CONDITIONS**

1. Only inspected and approved vehicles will be sent for service on a regular basis. Vehicles sent as replacement / standby will also be subjected to inspection and approval. Institute reserves the right to inspect all / any vehicle at any time during the contract period.
2. Adjustment of KM will be done in case of any increase of KM beyond fixed (Monthly) KM in the next subsequent month only if any.
3. **Insurance:** The provided vehicles must be fully and comprehensively insured covering the risk to the driver and also all passengers.
4. The vehicle(s) are required as per necessity from the date of issue of the service order. The contract vehicles shall be used by officials of the Institute and for Institute works only.
5. **The drivers of the vehicles should be provided by the Agency with fuel and the Agencies should quote accordingly.**
6. The payment of rental buses will be made on a monthly basis. The payment will be released based on the recommendation/ certification of satisfactory journey completed by the concerned authority of the Institute.
7. The Log Book is to be provided by the vendor, maintained by the service provider as per proforma and which is to be verified by the Institute. In case of loss of the said Log Book, the decision of the Institute Transport Committee regarding payment will be final.
8. Institute will operate the contract, monitor the movements and the decision and instructions of the Institute will be binding on the contractor.
9. While on duty the driver should be provided to keep with him the proper and up-to-date records and certificates (like RC, valid insurance, pollution under control certificate, etc.) of the vehicle and valid driving license. NIFT Shillong shall not be responsible for the above in any manner.
10. The contractor is solely responsible for all actions including payment of any type of claims arising out of infringement of rules, regulations, accident or any other unforeseen happening. All such expenses that may arise from and out of the above shall be totally borne by the contractor.
11. In case the vehicle is withdrawn for maintenance / repair / breakdown, a substitute vehicle should be provided forthwith.
12. The Institute to whom the vehicle shall essentially report is empowered to return the vehicle on any day if he/the authorities feel that it is not travel worthy and no payment will be made for that day. Moreover, no payment will be made for the day, if the transport contractor fails to render service at the appropriate time on a day.

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

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28. If the vehicle does not report at the requisitioned time or is not found in good condition or without proper documents, it may be rejected and sent back. No payment shall be made on account of the car so rejected.
29. The contractor shall solely be responsible for accidents, if anything happens. Institute will not be responsible for any litigation whatsoever under any circumstances.
30. Agreement is to be signed in judicial stamp paper with the successful vendor for whom order is issued within 30 days of awarding of order.

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

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

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

#### **DUTIES AND RESPONSIBILITIES OF CONTRACTOR FOR**

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

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**SELECTION CRITERIA:**

1. **Technical Bid:** The documents submitted in the Technical bid on CPP portal will be evaluated by the Committee. The bidders fulfilling all the basic requirements in the tender paper will be considered eligible for financial bid. The bidders who do not meet the eligibility criteria will not be considered for further evaluation. The committee may with the approval of Competent authority provide opportunity to the bidder to submit any shortfall documents already declared. However, no new documents would be accepted for evaluation by the committee.
2. **Financial bid:** The bidders fulfilling all tender requirements and attached all documents to the satisfaction of the tender opening committee will be considered for opening of financial bids through the CPP Portal.

**TERMS AND CONDITIONS**

1. **Effect and validity of offer:** The tender shall remain valid for a period of 90 (ninety) days from the date of tender opening.
2. Earnest Money: 72,000/- (Rupees Seventy-Two Thousand only), (refundable) to be deposited as NEFT in the following Account details of NIFT, Shillong and proof of payment along with A copy of the transaction receipt/ID of Amount transferred to be attached with the tender: **(NIFT, General Account) Account No. 38500205000002 IFSC Code UBIN0538507, Bank Name Union Bank of India Branch address G S Road, Shillong.** EMD of unsuccessful bidders shall be returned after finalization of the contract without any interest. EMD of the successful bidder(s) will be released on submitting of security deposit or may be adjusted with security deposit.

Firms registered under MSME/STARTUP will be exempted from submitting EMD. All vendors claiming exemption must submit copies of their valid MSME/STARTUP registration Certificate (along with the Technical Bid). Offers received without Earnest Money or valid Certificate shall be summarily rejected.

3. **Security Deposit:** Selected Bidder(s) will have to submit a Security Deposit 5% of the quote value, in the form of Deposit by NEFT/RTGS, Demand Draft, Fixed Deposit / Bank Guarantee (in format enclosed at Annexure-I) pledged to NIFT Shillong, Umsawli, Shillong and shall be valid till 12 (twelve) months from the date of contract period:
4. If the services of the contractor at any stage are found unsatisfactory, the Institute is likely to cancel the contract without assigning any reason/notice and his security deposit will be forfeited without any litigation. In case of breach of any of the terms of agreement, the security deposit of the Agency is liable to be forfeited.

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**Documents to be attached:** The Bidder should submit following documents along with the technical bid in **Annexure-II:**

- i. Self-declaration in firms letterhead stating that the Agency has not been blacklisted in the past by any Government and Non- Government organization(s)/ Autonomous Institutes/ Public Sector and Private Sector Undertakings and no case is pending against any contract and also to state that there is no vigilance/CBI case pending against the Firm/Agency.
  - ii. A certificate from the bidder that all the terms and conditions of the tender are acceptable to him.
  - iii. Experience certificates or service orders for providing transport service to Govt./ Govt. undertakings, Public Sector and Private Sector.
  - iv. Copy of relevant registration documents certifying its entity as a proprietorship/ partnership/ company.
  - v. Certificates from the E.S.I. & the E.P.F. for employees of the Contractor/ Agency (if applicable).
  - vi. Copies of Income Tax Returns and Audited Balance Sheet of the last 3 (three) Financial Years 2022-23, 2021-22, 2020-21 or 2019-20 if 2022-23 is not ready.
  - vii. Copies of Annual Turnover Certificates of last three financial years duly certified by a Chartered Accountant for 2022-23, 2021-22, 2020-21 or 2019-20 if 2022-23 is not ready.
5. All documents submitted should be self-attested with the seal of the bidder.
6. **Submission of Compliance Certificate:** Duly filled and signed Compliance Certificate (as per format at Annexure- IV) must be submitted along with the Technical bid failing which the quotation shall not be considered.
7. Bidder must unconditionally accept all terms and conditions stipulated in the tender document and all pages of the bid including all enclosures should be numbered and must be duly filled in, signed and stamped by the bidder or his authorized representative. Offers received without signature and seal on all pages are liable to be rejected.
8. **Conditional tenders not acceptable:** All the terms and conditions mentioned herein must be strictly adhered to by all the bidding Agencies. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Conditions mentioned in the tender bids submitted by vendors will not be binding on NIFT Shillong.
9. **Subcontracting not allowed:** The successful bidder shall not subcontract, transfer or assign the task to any other agency without the previous written approval of NIFT Shillong. In case the Contractor contravenes this condition, NIFT Shillong shall be entitled to place the contract elsewhere at the cost and risk of Contractor and all expenses borne on this account shall be recovered from them.
10. **TDS @ 2% shall be deducted by the Institute under Section 51 of the GST Act, 2017 when the value of your service exceeds Rs. 2.5 Lakhs. The GST No of NIFT Shillong is "17AAATN2067J1ZH" for reference.**

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Date

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

**12. PENALTIES:**

- i. In case of breakdown, vehicles have to be replaced by other vehicles, of the same make or higher, in good condition immediately or not more than one hour late. In case of non-availability of suitable vehicle a penalty of up to INR 5,000/- (Rupees Five thousand only) per day shall be imposed.
- ii. If the number of breakdowns exceeds three times in a month, a penalty of INR 10,000/- (Rupees Ten thousand only) per breakdown shall be imposed for the first month. If the vehicle breaks down two or more times again in the subsequent month, the vehicle shall be replaced forthwith, in addition to payment of penalty amounting to INR 10,000/- (Rupees Ten thousand only) per breakdown.
- iii. In case the Contractor awarded the contract fails to supply the requisite number of vehicles, this office reserves the right to hire vehicles from other sources at the risk and cost of the Contractor.

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

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

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

**13. METHODS OF EVALUATION:- Only the agencies fulfilling all the basic requirements (mentioned in Technical criteria) of the tender paper shall be considered eligible for Financial Bid.**

**14. PAYMENT:**

Payment for the hired transport service will be made monthly.

The Contractor shall be paid according to the approved Schedule of Rates agreed upon as per **Group - A & Group - B** The rates agreed upon shall be binding on both the parties and no change in the rates will be permissible during currency of the contract.

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

- a. The contractor shall prepare and submit monthly bills, within 10 days of the succeeding months along with a Summary Sheet. Failure of the same will be considered as violation of Terms and Conditions (unsatisfactory service), i.e 'Working in violation of instruction given by NIFT Shillong and a penalty will be imposed as described in the following section of unsatisfactory services'.
- b. Institute shall make necessary checks on correctness of the claim.

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Date

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

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

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

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

Daily Log Book should be maintained and should be counter signed by the concerned authorized staff of the Institute, and copy of Log Book duly signed by all concerned must be submitted with the monthly Bill.

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

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

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

Seal & Signature

Date

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

**22. Force Majeure:**

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

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

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

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

**24. Applicable Law:**

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

**Seal & Signature**

**Date**

**I accept the above Terms & Conditions**

**Enclosures:**

1. ANNEXURE - I: Performance Bank Guarantee
2. ANNEXURE - II: TECHNICAL BID
3. ANNEXURE - III (B): FINANCIAL BID (SCHEDULE OF RATES FOR **Group - A & Group B** ) TO BE APPLIED ONLINE ONLY IN BOQ FORMAT for A & PDF FOR B as and when required.

Seal & Signature

Date

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**PERFORMANCE BANK GUARANTEE**

To,  
The Director  
National Institute of Fashion Technology Umsawli Mawpat, Shillong-793 003 Meghalaya

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

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

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

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

Signature and Seal of Guarantors

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

Date.....20....

Address:.....

.....  
.....

All correspondence with reference to this guarantee shall be made at the following address:  
The Director National Institute of Fashion Technology Mawpat, Umsawli, Shillong-793012  
Meghalaya

**Seal & Signature**  
**Date**  
**I accept the above Terms**  
**& Conditions**

**[for Providing Transport Service to National Institute of Fashion Technology**

a)	Valid Trading License is to be submitted before allotment of Contract/Supply work. The Khasi Hills Autonomous District Council by virtue of the power conferred upon it under paragraph 10 to the Sixth Schedule of the Constitution of India made laws being The Khasi Hills Autonomous District (Trading by Non- Tribals), Regulation, 1954 (as amended) to Control and regulate the Trading by Non- Tribals in the tribal areas of Khasi Hills. Terms acceptable-	Yes / No
b)	Experience in Rental Vehicle Operations No. of clients to whom service is being provided (Pl. enclose certificates of satisfactory operations)	years Nos.
c)	Bidders have quoted for <b><u>Annexure -III Group A &amp; Group B</u></b>	Yes / No
d)	Copy of relevant registration documents certifying its entity as a proprietorship/ partnership/ company.	Yes / No
e)	No. of vehicles owned with Agency	----- Nos.
f)	Certificates from the E.S.I. & the E.P.F. for employees of the company/firm, if applicable	Yes / No
g)	Copies of GST and PAN Card attached	Yes / No
h)	<b>EMD</b> submitted / appropriate bank transaction details enclosed. Exemption if any to be submitted	Yes / No
i)	Copies of Income Tax Returns and Audited Balance Sheet any of the last 3 (three) Financial Years? 2022-23, 2021-22, 2020-21 or 2019-20 if 2022-23 is not ready	Yes / No
j)	Copies of Annual Turnover Certificates attached for last three financial years duly certified by a Chartered Accountant 2022-23, 2021-22, 2020-21 or 2019-20 if 2022-23 is not ready (Ref tender terms for qualifying criteria)	Yes / No
k)	Name of the bidder and Address: .....	
l)	..... .....	
m)	Telephone No. .... Mobile No. .... Email: .....	
n)	Name and Designation of main contact person:	
	.....	
	Telephone No. .... Mobile No. .... Email: .....	
I/We certify that the information provided above is true and the relevant certificates enclosed are valid.		

**Seal & Signature**  
**Date**  
**I accept the above Terms**  
**& Conditions**

**ANNEXURE – III FINANCIAL BID “BOQ” PRICE TO BE QUOTED ONLINE ONLY**

[For Providing Transport Service to National Institute of Fashion  
Technology, Shillong

**SCHEDULE OF RATES FOR GROUP-A (INCLUDING DRIVER & FUEL CHARGES)**

**BUS ON MONTHLY RENTAL BASIS Group-A**

SI No	Type of Vehicle Inclusive Tax	KM Details	Price (Rs)
1	36 Seat Bus 12 Hour Duty per day (The vehicle should not have run more than 80,000 Km).	1200 Kms per month (Per month charges in Rs.) Inclusive Tax	
		Total (Rs):	

Note: Cover 2 which consist of the Price Bid (in BoQ) & PDF Format for price for reference.

**Note (L1) will be taken on Annexure -III Group-A for SI 1 above ONLY Charges on Monthly KM. Quoting on single item and not quoting complete along with Annexure -III Group A & B tender of such bidder will be rejected.**

**Quotes for hiring of vehicle on call basis with fuel & Driver- as and when required)**

SI No	Type of Vehicle Inclusive Tax	KM Details	Price (Rs)
2	36 Seat Bus (The vehicle should not have run more than 80,000 Km).	Per Kms Rate beyond 1200Kms (Rs.) Inclusive Tax	
3	36 Seat Bus (The vehicle should not have run more than 80,000 Km).	Per hour Rate beyond 1200Kms. (Rs.) Inclusive Tax	

Sl. No	Types of Vehicle with Seating Capacity	MTC Existing Rate	Value to be Enter By Bidder
1	<b>‘A’ 17 Seat Capacity Bus</b>	44.00 per KM	
	a) Within 58KM Radius for 10 Hrs	5104.00	
	b) Night Haltage Charge if Any	4000.00	
	c) Within 35KM for 4 Hrs	3080.00	
	d) Picking & Dropping Charge in Shillong		
	Municipal Area	440.00	
	Outside Municipal Area	880.00	
	Charges for Shillong to Guwahati railway station or back (rate for either side)		
2	<b>‘B’ 26 Seat Capacity Bus</b>	47.00	
	a) Within 58KM Radius for 10 Hrs	5452.00	
	b) Night Haltage Charge if Any	5000.00	
	c) Within 35KM for 4 Hrs	360.00 per Hour	
	d) Picking & Dropping Charge in Shillong		
	Municipal Area	470.00	
	Charges for Shillong to Guwahati railway station or back (rate for either side)		
	Outside Municipal Area	940.00	
3	<b>‘C’ 28 Seat Capacity Bus</b>	48.00	
	a) Within 58KM Radius for 10 Hrs	5568.00	
	b) Night Haltage Charge if Any	5000.00	

	c) Within 35KM for 4 Hrs	3360.00	
	d) Picking & Dropping Charge in Shillong		
	Municipal Area	480.00	
	Outside Municipal Area	960.00	
	Charges for Shillong to Guwahati railway station or back (rate for either side)		
4	<b>‘D’ Above 30 Seat Capacity Deluxe Bus</b>	56.00	
	a) Within 58KM Radius for 10 Hrs	6496.00	
	b) Night Haltage Charge if Any	5500.00	
	c) Within 35KM for 4 Hrs	3920.00	
	d) Picking & Dropping Charge in Shillong		
	Municipal Area	550.00	
	Outside Municipal Area	1100.00	
	Charges for Shillong to Guwahati railway station or back (rate for either side)		
5	<b>‘E’ 42-45 Seat Capacity Deluxe Bus</b>	56.00	
	a) Within 58KM Radius for 10 Hrs	6496.00	
	b) Night Haltage Charge if Any	5500.00	
	c) Within 35KM for 4 Hrs	3920.00	
	d) Picking & Dropping Charge in Shillong		
	Municipal Area	550.00	
	Outside Municipal Area	1100.00	
	Charges for Shillong to Guwahati railway station or back (rate for either side)		
<b>NIFT, has the right to hire vehicle from outside agency against <u>Group- B, as and when required.</u></b>			

Note: **Group- B** Price for **RENTAL BASIS (As and when required), not for Qualifying as (L1).**

- a) NIFT reserves the right to select a vehicle mentioned at Annexure- Annexure -III Group A & B as per the requirement of NIFT, Shillong.
- b) The above rates should be inclusive of fuel charges, Driver, Road Tax, Maintenance, AC facility etc.
- c) The fuel should be adequately filled in the vehicle in advance during travelling. No fuel charges will be borne by the commuter.
- d) No's of Buses may increase or decrease as per requirement of NIFT, for which Payment will be paid in actuals.
- e) BOQ (Price Bid to be applied online only), bid of such bidder will be summarily rejected quoting Price bid with Technical bid.

I/We accept the terms and conditions stipulated in your above quoted tender and agree to abide by the same.

(Signature of the  
Authorized person) Name  
**Designation Company**  
**Seal**



I Accept the terms & Conditions Seal and Signature of the tenderer

**Note:**

- a) The above rates should be inclusive of fuel charges, Driver, Road Tax, Maintenance, AC facility etc.
- b) The fuel should be adequately filled in the vehicle in advance during travelling. No fuel charges will be borne by the commuter.
- c) NIFT reserves the right to take services from the local market.

I/We accept the terms and conditions stipulated in your above quoted tender and agree to abide by the same.

Date:

Place:

**Seal & Signature**

**Date**

**I accept the above Terms  
& Conditions**