



भारतीय प्रौद्योगिकी संस्थान भुवनेश्वर INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR

कार्य आदेश / WORK ORDER

का.आ. सं/ W.O. No.IITBBS/TRANSPORTATION/2023-24/20

दिनांक/ date:27.06.2023

सेवा में मे. जेना ट्रेवल्स जी.ये., प्लॉट नंबर 958 विलेज/पि ओ – भरतपुर पि यस खंडगिरि, कलिंगा नगर भुवनेश्वर - 751 003	To M/s. Jena Travels G.A., Plot No. 958 Vill/PO-Bharatpur PS Khandagiri, Kalinga Nagar Bhubaneswar - 751 003
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विषय / Sub : Work Order for Hiring of Vehicle (Buses and Travelers) on monthly hire basis
संदर्भ / Ref : NIT No. IITBBS/TRANSPORTATION/2022-23/15; dt 21.12.2022.

महोदय / महोदया,
Dear Sir / Madam,

With reference to the above, the undersigned is pleased to convey that the Competent Authority has approved for issue of Work Order for Hiring of vehicles (Buses & Travelers) on monthly hire basis with the following rates and Terms & Conditions:

For Bus			
Type of the Vehicle	Qty. in Nos.	Rate per monthly Dry Lease basis per vehicle with Driver & Helper for 24x7 basis including all taxes in INR	Mileage for reimbursement of cost of HSD
50-55 Seater on Monthly hire basis (Full time: 24x7) Make: Tata or Eicher School Bus or Equivalent (Diesel/CNG)	2	1,20,750.00	4 KM/Litre of HSD

For Traveler			
Type of the Vehicle	Qty. in Nos.	Rate per monthly dry Lease basis per vehicle with Driver & Helper (for Bus only) for 24x7 basis including all taxes in INR	Mileage for reimbursement of cost of HSD
20-26 Seater A/C Traveler on Monthly hire basis (Full time: 24x7) including driver (Rate per month including all taxes) Make: Force traveler or Eicher School Bus or equivalent (Diesel/CNG)	3	52,500.00	7 KM/Litre of HSD

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Hiring of Bus on daily basis			
Type of the Vehicle	Qty. in Nos.	Rate per day for 100 KMs with POL, Driver & Helper (for Bus only) including all taxes in INR	Mileage for reimbursement of cost of HSD
50-55 Seater Bus on daily basis (Additional Requirement) including driver and helper (for 10 h, 100 Km) Make: Tata or Eicher School Bus or equivalent (Diesel/CNG)	1	7000.00	Rs.36.75 including Taxes per KM beyond 100 KM per day

TERMS & CONDITIONS

1. **PERIOD OF CONTRACT:** The approved rates are valid for **Three Years** from the date of acceptance or actual date of supply of the vehicle subject to yearly satisfactory performance.
2. **SCOPE OF WORK:**
 - a) The said vehicles to be provided must have been registered in the year 2022 or latest. The vehicle must have valid permit and Insurance. Colour of the Bus/Traveler should Yellow / White only. The Vehicle should run with Diesel or CNG only. Vehicle with LPG etc. will not be accepted.
 - b) The vehicle (Bus & Traveler) are required to be available for 24X7 days in a week and to be parked within institute premises or designated parking space provided by institute. However, working hours will be limited (minimum 12 hours per day) and will be informed on regular basis. Institute will provide schedule or assigned duty for running of the vehicles.
 - c) The vehicles will mostly run between Bhubaneswar to IIT Bhubaneswar campus, Argul as per the requirement of the institute (no limitation for number of trips). However, as per requirement the vehicles may also require to carry students/staffs/faculty members for various academic/extra academic work to other places within Odisha.
 - d) The agency shall deploy drivers in all vehicles and helpers/cleaners in all buses. Institute will not provide any accommodation facility for drivers and helpers, and agency has to make their own arrangement.
 - e) The Drivers deployed should not be below 18 years and must have a valid license. In case of violation, the contract may be terminated by the Institute.
 - f) The contract cannot be outsourced to third party.
 - g) The need of the vehicle may increase /decrease in future.
3. **PAYMENT TERMS:**
 - a) Payment shall be effected through the bank account of the agency after effecting admissible TDS and all other applicable Duties/Levies after submission of Bills with proper recommendation from the user on monthly basis.
 - b) It is the responsibility of the Agency to remit the Goods & Service Tax (GST) as per the prevailing rates and orders of the government. **The contract price shall be inclusive of all types of taxes, duties, entry charges, levies and service charges.** However, parking charges, if any will be paid by the Institute on production of bills.
 - b) In the event of exceeding the limit of Kilometer or timing at the same time from the fixed ceiling the rates calculated to be higher will be considered and admitted. Both the charges will not be entertained.
 - c) Normally, summer vacation is for two months and winter vacation is for one month. The number of bus & traveler may be reduced during summer and winter vacation for minimum 15 days to 2 months, as per the requirement of the Institute. During this period payment will be made proportionately as per actual deployment.





4. PERFORMANCE SECURITY (PS) (Non-Interest Bearing):

- i. The Agency shall have to furnish a Performance Security (PS) within 21 days of receipt of 'Letter of Offer' for an amount of **10% of the contract Value OR an equivalent amount of one month bill** whichever is higher in the form of an Account Payee DD, or direct credit to IIT Bhubaneswar Account or Bank Guarantee in an acceptable form (Annexure-VII) in favour of the Registrar, IIT Bhubaneswar and payable at Bhubaneswar. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

- ii. **IIT Bhubaneswar Account Details as under:**

Name of Account Holder: Registrar, IIT Bhubaneswar
Bank A/c No- 006101055198 (Saving A/c)
IFSC code- ICIC0001985
MICR Code- 751229009
ICICI Bank Ltd., Jatni Branch.

- iii. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Agency, the Performance Security of the Agency shall stand forfeited

5. It is the responsibility of the agency to pay the wages to the Drivers and Helpers as per the Minimum Wages Act. as notified by the Ministry of Labour from time to time. The drivers must be paid not less than the minimum wage. The contract may be cancelled if any complaints received from the drivers in this issue. The agency has shall provide all the facilities to the driver engaged under this contract during the lease period. The Institute shall not have any liability towards payment of salary, perks or other benefits to the Driver employed by the agency.
6. The drivers and helpers must observe all etiquette and protocol while performing the duty. They must be neatly dressed, should wear **proper uniform** to be decided by the institute at the time of engagement for which no extra payment will be provided and must carry a mobile phone (with whats app facility) in working condition, for which, no separate payment shall be made by the Institute. All drivers should be provided with mobile phones.
7. No manpower should be engaged exclusively for this contract; when the contract terminates there shall be no physical or moral pressure on the institute, on grounds of "person displaced from job". The institute shall not entertain such claim.
8. During duty hours or within institute premises if any driver/helper found under intoxicating condition, they must be replaced immediately and for which institute will put penalty on the agency as per institute guideline. The drivers and helpers should behave cordially to the students/staffs/faculty members travelling in the vehicle. The agency need to replace the driver/helper immediately in case of any reported incident of misbehavior/offence by them.
9. A Log Book has to be maintained making all the entries of the movements of the vehicle on duty. This may verified by the concerned official appointed by the Institute.
10. All maintenance servicing of the vehicles should be done by the Agency at its own cost. The interior and the exterior conditions of the vehicles should be well maintained.
11. In case of break down, the Agency will be responsible for repair and maintenance of the vehicle and will arrange alternate vehicle within one hour. Institute will not pay any type of compensation for maintenance of the vehicle.
12. Total breakdown period excluding routine maintenance **in a year should not exceed 12 days.**
13. All the road taxes, toll gate charges, comprehensive insurance etc. of the vehicles shall be paid by the Agency at its own cost. Any third party damage caused due to the negligence of the driver will be borne by the Agency.
14. During parking or movement of vehicle within institute premises, the cost of repair of any damage to the institute property due to the vehicle, will be recovered from the agency.
15. In case of any accident/incident arise due to the vehicle within the institute premises or outside the campus, it will be the sole responsibility of the agency to handle and settle the matter with police/regulatory authority, institute shall in no way be liable for any such incident.



सहायक कुलसचिव (भं. एवं प्र.)
Assistant Registrar (S & P)
भा.प्रौ.सं.भुवनेश्वर/IIT Bhubaneswar
अरगुल,जटनि/Argul,Jatni-752050,ओडिशा/Odisha

16. During the agreement period, all safety measures must be taken care of by the agency for the vehicle and the personnel engaged under this contract. Any safety hazard occurring during the lease period shall be the sole responsibility of the Agency. The institute shall in no way be liable for any such incident occurring during or in connection with this contract.
17. The vehicle can be de-hired giving prior notice of one month considering the requirement of the institute for which no payment will be made by the institute. In case of unsatisfactory services the work order of the Agency may be terminated giving one weeks' notice.
18. **LIQUIDATED DAMAGES:** a) The drivers should be available during the scheduled duty hours and in case of no duty they should be available on phone to reach the campus on call within 1 h for any additional/emergency duty. In case of leave/absence of the assigned Driver, the agency has to provide the substitute. In case the assigned driver is not available for any required additional/emergency duty other than the regular scheduled duty, substitute driver to be provided by the agency. If the agency fails to provide the substitute of Driver/Vehicle, a penalty @ 2 times per day on the hiring cost of the vehicle shall be imposed.
b) The agency shall deploy helper/cleaner in all the buses failing which penalty @ 500/- per day per person shall be imposed on the agency. In case of frequent violation, the contract may be terminated by the Institute.
19. **TERMINATION OF CONTRACT:** a) In case of violation of the terms and conditions of contract or non supply of vehicles on time it can be cancelled forthwith at the cost of the Agency without any notice. b) The contract can also be terminated at any stage by giving one month notice by either party.
20. **ARBITRATION:** In case of any dispute or difference arising out of or in connection with the tender conditions / job order and contract, the Institute and the contractor will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute.
The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Bhubaneswar. The decision of the Arbitrator shall be final and binding on both the parties.
21. **JURISDICTION:** The court at Bhubaneswar alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Bhubaneswar court shall have jurisdiction in the matter
22. All other Terms and Conditions will be applicable as mentioned in our Tender Document.

सहायक कुलसचिव (एस एंड पी) / Assistant Registrar (S&P)

Copy to:

- 1) PIC Transportation.
- 2) Office of the Director and Registrar
- 3) AR (F&A)
- 4) Office File



सहायक कुलसचिव (भं. एवं क्र.)
Assistant Registrar (S & P)
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