



Central University of Gujarat
गुजरात केन्द्रीय विश्वविद्यालय

गुजरात केन्द्रीय विश्वविद्यालय
(केन्द्रीय विश्वविद्यालय अधिनियम 2009 के तहत स्थापित)
CENTRAL UNIVERSITY OF GUJARAT
(Established Under Central Universities Act 2009)

Advertisement No. CUG/11/2024-25
Tender Notice No: CUG/11/2024-25
Date: 30/10/2024

Tender For
Hiring of Bus Services by the Central University
of Gujarat at Vill: Kundhela, Tal: Dabhoi, Dist:
Vadodara (Gujarat)

NOTICE INVITING TENDER

Tender for Hiring of Bus Services by the Central University of Gujarat at Vill: Kundhela, Tal: Dabhoi, Dist: Vadodara (Gujarat)

The Tender document and detail terms and conditions can be downloaded from our website www.cug.ac.in or <https://www.epublishing.com/> by any interested eligible vendor. Technical and Financial bids are invited from the eligible firms/ agencies working in the field of transport services.

DETAILS OF THE TENDER & KEY CALENDAR EVENTS

1	Tender Notice No.	CUG/11/2024-25 Dated 30/10/2024
2	Tender Inviting Authority	The Registrar (Offg.), Central University of Gujarat
3	Name of the Project	Tender for hiring of bus Services by the Central University of Gujarat at Vill: Kundhela, Tal: Dabhoi, Dist: Vadodara (Gujarat)
4	Method of Selection	Two Bid Systems
5	Last Date for Submission of tender documents physically	13/11/2024 up to 03:00 pm
6	Opening of Technical bid at Central University of Gujarat, Sector-29, Admn Block, Gandhinagar 382030	13/11/2024 at 04:00 pm
7	Date and time for opening of financial bid	Will be intimated to eligible bidders
8	Place for submission of the bid proposal, the opening of technical & financial bid and Comprehensive Demo	Central University of Gujarat, Near Jalaram Mandir, Sector-29, Admn Block, Gandhinagar 382030
9	Earnest Money Deposit	50,000/- (Rupees Fifty Thousand Only)

*Note: - Bidders should visit the university's website (<https://www.cug.ac.in>) for updates
(No tender Document would be accepted after 13/11/2024, 03:00 pm)*

Registrar (Offg.)

TABLE OF CONTENTS

Sr. No.	Content	Page
1.	NOTICE INVITING TENDER	2
2.	INTRODUCTION	4
3.	INFORMATION TO BIDDERS	4
4.	SCOPE OF WORK AND GENERAL CONDITIONS	7
5.	ANNEXURE-I: TECHNICAL ELIGIBILITY CRITERIA FOR BIDDERS	12
6.	ANNEXURE-II: FINANCIAL BID	14
7.	ANNEXURE-III: ANNUAL TURNOVER CERTIFICATE	15
8.	ANNEXURE-IV : DECLARATION FOR SIGNING BID DOCUMENT AND ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER	16
9.	ANNEXURE-V : LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING	17
10.	ANNEXURE-VI: DECARATION REGARDING NON BLACKLISTING	18
11.	ANNEXURE-VII: INTEGRITY PACT	19
12	ANNEXURE-VIII: FORMAT OF COTRACT AGREEMENT	25
13	ANNEXURE –IX: FORMAT OF BANK PERFORMANCE BANK GUARANTEE	26
14	ANNEXURE-X : PENALTY CLAUSE	28

1. **INTRODUCTION:** - The Central University of Gujarat invites interested parties to participate in this NOTICE INVITING TENDER (this “Tender”) for bidding and selection process for the appointment of bidders/reputed agencies/proprietors/firms and/or their authorized dealers for Hiring of Bus Services by the Central University of Gujarat at Vill: Kundhela, Tal: Dabhoi, Dist: Vadodara (Gujarat)” for pick up and drop of the students of the University. Tender Documents can be downloaded from website www.cug.ac.in & <https://eprocure.gov.in/epublish/app> For view, download and any other updates regarding this Tender, kindly check <https://www.cug.ac.in/Tender>. EMD shall be paid along with submission of Tender Documents, shall be submitted before the due date along with the original documents. The hard copy of tender documents shall be sent to the Registrar, Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar PIN 382030 through Registered Post/Speed Post/Courier/Physical submission on or before latest by 13/11/2024 up to 03:00 pm.
2. The tender shall be addressed to The Registrar, Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar PIN 382030. Any subsequent amendments in the tender document will be available on above mentioned website.
3. **INFORMATION TO BIDDERS:** - Submission of bids, the bidder shall submit the Pre-qualification/Technical Bid in a separate sealed cover duly superscribed and these two sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed. Financial Bid is to be submitted in the physical form along with this tender in sealed cover.
4. **OVERALL BID EVALUATION PROCESS:** - The evaluation of bids shall be based on technical quality as well as financial considerations. A two-stage procedure, namely, a Technical Evaluation and a Financial Evaluation will be adopted.
5. **EARNEST MONEY DEPOSITE (EMD):**
 - a) Each bidder shall submit only one bid.
 - b) The bidder should submit the Bid for Hiring of Bus Services (Earnest Money Deposit) for an amount of **Rs. 50,000/- (Rupees Fifty Thousand Only)** in the form of Demand Draft from a Nationalized /Scheduled Bank, drawn in favor of Registrar, Central University of Gujarat payable at Gandhinagar. **Tenders submitted without EMD will be disqualified.**
 - c) **Those bidders who have exemption to deposit EMD, Certificates (MSME/NSIC of relevant category) are to be attached to avail exemption for submission of EMD.**
 - d) The earnest money of all the unsuccessful tenderers will be returned as early as possible after the expiry of the period of the bid validity and after issue of the work order to the successful bidder. No interest will be payable by the University on the Earnest Money Deposit.
 - e) **Forfeiture of Earnest Money:** The EMD will be forfeited in the following cases:
 - Earnest Money is liable to be forfeited, and bid is liable to be rejected, if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity and/or after opening the tender
 - When the successful tenderer does not deposit the security money after the work order is given.

- If the successful bidder fails to provide vehicles within the prescribed time after the confirmed orders.
- When information/certificate/document furnished is found to be false at any stage.
- When the bid documents have been manipulated or altered after they are downloaded from the website.

6 BID PREPARATION AND SUBMISSION:

- a) The proposals shall be submitted in English only.
- b) The Proposal to be submitted shall have to be signed by the authorized signatories.
- c) Bidders shall submit only one proposal and would stand disqualified if it takes part in more than one proposal.
- d) Bidders should familiarize themselves with local conditions and take into account these conditions while preparing their Proposal.
- e) Bidders shall bear all costs associated with the preparation and submission of their proposal including cost of site visits, if necessary.
- f) The tender is a “Two Bid’ document : (I) Technical Bid (II) Financial Bid. The technical Bid and Financial Bid should be submitted in separate sealed envelopes clearly indicating that it is a “TECHNICAL BID” and “FINANCIAL BID”. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD).
- g) The cover of a Technical bid is to be placed in a sealed envelope and marked with the bidder’s name. The tender document complete in all respects, as prescribed in the tender document, should be sent through registered/speed post/in person to the Central University of Gujarat, Gandhinagar-382030, Gujarat, India on or before 13/11/2024 up to 03:00 pm. No tender shall be accepted after the last date and time fixed for the purpose.
- h) The firm shall have to qualify the eligibility criteria on the basis of the documents to be submitted in Technical Bid for further short listing.
- i) The sealed envelope of the bidders containing “Technical Bid” shall be opened as per the prescribed date and time. However, the bidding firms may be invited on the day of opening the Technical Bid.
- j) Each envelope so prepared should clearly indicate the name and address of the firm to enable the ‘Bid’ to be returned unopened in case it is received “Late” or beyond due date whatsoever the reason.
- k) **The copy of the technical bid should be a complete document with Index, appropriate page numbered and signed with the company seal on each page and should be bound as a volume.**
- l) **The bids received after the prescribed deadline shall not be accepted.**
- m) The financial bid is required to be submitted separately. In case any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
- n) **Amendment/Cancellation of Bid document:** The Central University of Gujarat reserves the right to cancel the bidding process at any time without assigning any reason thereof and without any obligation to the Bidders. The University may, if required, amend the bid document by issuing corrigendum/ addendum in writing and uploading it to the CUG Website at any time prior to expiry of the deadline for submission of proposals. The corrigendum/ addendum so issued shall be binding on all the Bidders. The Bidders are required to visit the website periodically for all the updates. CUG shall not be responsible for ignorance of the information by the Bidders.

6.1 TECHNICAL BID

While preparing the Technical Bid, Bidders are expected to examine the bid document carefully. Providing inaccurate and incomplete information shall lead to rejection of a proposal. The Technical bid shall include all the information sought in prescribed formats along with the necessary supporting documents.

6.2 FINANCIAL BID

While preparing the financial bid, Bidders should strictly follow instructions provided for the same. Bidders must also take into account the requirements and conditions outlined in this bid document. Financial bid should provide costs, any other charges and applicable taxes in the prescribed format. The financial bid must be submitted as per the given format only. The submission of financial details in any other format other than the prescribed one will be disqualified. The University reserves the right to hire or not to hire services from the selected bidder.

6.3 VALIDITY OF THE BID

The Proposal and price offered therein shall have to be valid for 90 days from the last date for submission of the bid. Bids with shorter validity period would be treated as non-responsive and will be rejected straightforward.

6.4 OPENING OF BIDS

Upon expiry of the deadline for submission of bids, the Technical bid shall be opened as per schedule mentioned in bid document. From the time the bids are opened to the time the contract is awarded, if any Bidder wishes to contact the University on any matter related to its bid, it should only be done in writing. Any effort by a firm to influence the University in the process of evaluation and/or comparison of its proposal or contract award decisions would result in rejection of the concerned Bidder's proposal.

6.5 DISQUALIFICATION OF BID

The Tendering Authority at its sole discretion, and at any time during the processing of the Proposal, may disqualify any Bidder from the Bidding process if the Bidder has:

- a) Made misleading or false representations.
- b) Not submitted the required amount of EMD (Earnest Money Deposit) or Proof of exemption of EMD whichever is applicable.
- c) Submitted bid document which is non-responsive or not accompanied by required documentation as specified in this bid document.
- d) Submitted more than one proposal.
- e) Failed to submit a proposal in accordance with the terms and conditions of this bid document.
- f) Failed to submit a proposal where the validity of rate is not in compliance and due to any other reason that the University deems sufficient to reject the proposal.

6.6 EVALUATION OF BIDS: - PRELIMINARY SCREENING:

- a) First, the envelope containing Earnest Money Deposit will be opened and if it is found in the prescribed manner, then second envelope containing Technical bid documents shall be opened. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.
- b) The Tendering Authority will then undertake a preliminary evaluation of the technical bid to check compliance with the stipulated eligibility criteria as laid out in this document. In doing so, it would examine the completeness of the bid and verify, if it is duly signed or not and also whether or not the bid is generally in order.
- c) Technical bid Evaluation: - The Bidder shall have to fulfill all the Prequalification Criteria. The submitted documents will be scrutinized along with the Technical bid in this phase of evaluation. Those bidders who do not fulfill the terms and conditions as specified in this tender or whose Technical bid is nonresponsive will not be considered. A bid may be rejected at this stage if it does not respond to important aspects of the Terms of References.

6.7 FINANCIAL EVALUATION:

- a) The evaluation of the Financial Proposal will be of only those bidders who have qualified in the technical Evaluation phase.

6.8 AWARD OF CONTRACT

- a) The Tender Accepting Authority has the right to accept any tender and to reject any or all tenders without assigning any reason.

6.9 SUBLETTING & TRANSFER

The Bidder shall not transfer, assign, pledge or sub-contract or sub-let its rights and responsibilities under this license, either in part or in whole, to any other agency or party without prior written consent of the University.

7 SCOPE OF WORK AND GENERAL TERMS AND CONDITIONS

- 7.1 No. of bus required: one bus with seating capacity of more than 52 persons and above (The number of buses can be increased, if required).
- 7.2 Proof of ownership: The commercial vehicles under direct ownership of the company (or) under lease to the Contractor / Agency, duly stamped. The RC book should be registered in the name of the Company / lessor of the commercial vehicle.
- 7.3 The contract will initially be valid for one year, which may be extended further as per the requirement of the university based on satisfactory performance.
- 7.4 The rates to be quoted are to be filled in the proforma given at **ANNEXURE-II**. The rates quoted shall be fixed for one year, irrespective of the increase in fuel rates, if any, occurring during the period of the contract. After one year of the contract, any change in the quoted rates shall be intimated to the University for Mutual Agreement for which the University has sole discretion.
- 7.5 Halting charges, Driver Bata, etc., in case of outstation, may be quoted separately in the commercial bid Proforma
- 7.6 All distances shall be calculated from the reporting point. No payment shall be made for

journey from garage to reporting point.

- 7.7 Vehicle should not be purchased prior to January 2021.
- 7.8 Fuel of vehicle will be Diesel. In case of air conditioner bus, no additional charges will be paid.
- 7.9 **The bidder should have it's Head/Branch office at Vadodara Gujarat region. The proof of this effect should be enclosed along with the technical bid.**
- 7.10 All the drivers must be well dressed. Punctuality and adhering to timeline for reaching the pick up point. The age of the driver should be between 18 – 40 years and should be medically fit.
- 7.11 Driver should always carry all necessary documents like Registration papers, Insurance papers, Pollution Under Control (PUC) clearance, RTO tax payment papers, valid driving license (original) and all other documents that should be carried with vehicle as per rules & regulations of applicable laws.
- 7.12 The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty. In such an event user department shall have full rights to terminate the contract with immediate effect. Driver must be provided a working mobile phone and contact number be provided to user department.
- 7.13 Accidental expenses to be borne by agency. The vehicle should cover under the valid insurance including third party insurance. In case of any accident/incident, it will be full responsibility of service provider to bear all kind of expenditure. Also, insurance (personal and vehicle) to be provided by agency. The Buses provided, should carry a valid insurance & fitness certificate along with other necessary documents.
- 7.14 In case two or more than two agencies quote the same price, L-1 will be decided on experience of the agency i.e. the agency which has maximum years of experience shall be considered as L-1 in circumstances.
- 7.15 The contractor will have to give a written undertaking that he accepts all the terms and conditions of this tender. The contractor should also submit the tender document duly signed and stamped in all the pages.
- 7.16 The service provider shall fill in the required details as per all the annexures and enclose the supporting documents which does not contain any ambiguity. Incomplete enclosure of documents shall be rejected, and the tender shall be disqualified.
- 7.17 The service provider shall be responsible to follow all the Terms and Conditions of the contract and bid document. Penalties will be imposed on the service provider on violation of conditions as mentioned in ANNEXURE-X.
- 7.18 In case of breakdown of the bus, servicing and repairs of Bus, the owner has to arrange a substitute vehicle within one hour. Similarly, in the event of non availability of driver due to sickness or any reason substitute driver will be provided for the vehicle immediately otherwise similar penalty will be levied as per ANNEXURE-X. In the event of not providing vehicle, a similar vehicle may be hired from the market and expenditure for the same shall be deducted from the payable amount to vendor and also

failure to do so will evoke penalty or possible termination of contract.

- 7.19 The payment will be made directly by the University to the service provider.
- 7.20 The quoted price should include the Fuel costs, GST, Service Charges, wages to the drivers as per the minimum wages act and payment of wages act in force in India.
- 7.21 Service provider to ensure that all maintenance works related to assigned Bus shall be carried out in off duty hours.
- 7.22 Service provider shall ensure that Bus deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
- 7.23 The service provider shall ensure that the bus deployed by him are maintained well, cleaned thoroughly both internally and externally, clear of dust, rubbish, oil and any personal belongings of the driver.
- 7.24 All Bus shall be equipped with an emergency medical kit and an extinguisher.
- 7.25 All attempts shall be made to provide quality services as per the contract. In an event that service provider fails to deliver or fails to carry out tasks as per schedule then buyer shall have right to recover damages as per the provisions of the contract.
- 7.26 The parking fee or entry taxes payable locally shall be paid by the Service Provider.
- 7.27 The contract can be terminated for convenience by giving at least one month by the University and three months by the service provider in writing.
- 7.28 Notwithstanding any of the above, if the services of the Service Provider are not found satisfactory or in the event of sub-contract to a third party, the Service Provider will be issued one month's notice by buyer or consignee to terminate the contract without prejudice to any right accruing to either party prior to such termination.
- 7.29 The service provider will maintain a separate logbook for bus, which will be signed by the authorized signatory of the buyer. Before bus is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, 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 bus duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of logbook.
- 7.30 Contract Agreement is required to be submitted by the successful bidder before commencement of the contract in prescribed format (**Annexure-VIII**)
- 7.31 Conditions mentioned in the Additional Qualification / Data required shall prevail over Bid Details.
- 7.32 Required essential documents to be submitted by the Vendor for the technical evaluation of bid :
- i) Attested copies of MSME / NSIC / Startup Certificate, if bidder wish to claim exemption from paying EMD.
 - ii) Duly filled and signed TECHNICAL ELIGIBILITY CRITERIA along with the attested documents mentioned in the sheet (**Annexure-I**)

- iii) Bidder should have minimum Annual Average Turnover of Rs.50 Lakhs (Rupees Fifty Lakhs) of last three financial years i.e. 2021-22, 2022-23 and 2023-24 (Turnover Certificate duly attested by CA are to be attached) **(Annexure-III)**
- iv) **Proof of Experience and past performance:** Bidder should have an experience of minimum 03 years for the similar services in State/Central Govt/Semi-Govt/Public Sector Undertaking/Govt Universities/Institutions/ Higher educational Institutions during last 03 financial years. Copies of satisfactory work completion certificates /contracts/work orders should be attached as proof of experience and past performance.
- v) Declaration for signing bid document and acceptance of Terms and conditions of tender. **(Annexure-IV).**
- vi) Letter of Authorization for attending Bid Opening Meeting **(Annexure-V)**
- vii) Undertaking for Non-liquidation, Non-Blacklisted & Non-Bankrupt **(Annexure VI).**
- (viii) Integrity Pact Agreement **(Annexure-VII)**
- (ix) GST Registration, PAN Card.

7.26 Bank Guarantee : Bank Guarantee from a reputed bank for 05% (Five) of Annual Value of the contract as performance guarantee must be submitted by the successful bidder before execution of the contract in prescribed format **(Annexure-IX)**. In case of deficiency of service / loss due to negligence, this guarantee will be invoked in addition to any other action that may be initiated including termination of contract. The guarantee will be valid during the contract period and also three months after the end of the contract period.

8 PAYMENT TERMS:

8.1 Payment Condition: (a) The cost of services quoted by the Service Provider shall be cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI, etc) and taxes, as applicable. (b) The Payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.

8.2 Payment will be made only for those buses and for only those days for which it will be hired as per requirement of the University.

8.3 Payment Process: (a) Payment shall be made only after Submission of bill in original along with duty slip and logbook, non-submission of the same may lead to delay/ deduction in payment. (b) All the penalties/ fine/ interest (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same. (c) Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made.

9. Termination of Contract : The University may, without prejudice to any other remedy for breach of contract/terminate the contract in whole or in parts in the event of the following:

- a. If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by University.
- b. If the contractor fails to perform any other obligation(s) under the contract.
- c. In case the Contract has to be terminated, the same will be done by giving notice

of one month by the University and three months by the service provider in writing.

- 10. Amendment to the Bid Document :** At any time, prior to the date of submission of bid, the University, for any reason whetherat its own initiative or in response to a clarification required by a bidder, modify the bid document by amendments. Such amendments shall be notified and shall be displayed on University website and these. amendments will be binding on all prospective bidders. Without prejudice to the above terms & conditions, the University shall have the right to include / modify any provision, as deemed fit, at a later stage.
- 11. Jurisdiction :** All disputes arising out of this contract shall be subjected to the jurisdiction of the Gandhinagar/Vadodara Court.

Signature of bidder with Seal

ANNEXURE–I**TECHNICAL ELIGIBILITY CRITERIA FOR BIDDERS**

(To be submitted with technical bid on the letter head with sign and stamp)

Sr. No.	Description	Information
1	Name, address and contact details of agency/firm	
2	Date of Incorporation of agency/firm	
3	Details of Registration/License to engage in/and carry on the business of agency/firm. <i>(valid registration documents to be attached).</i>	
4	The Agency must have a well-established office/branch at Vadodara, Gujarat. <i>(Copy of establishment or rent agreement is required)</i>	
5	Details of Earnest money Deposit (EMD in form of Demand Draft of Rs.50,000/- (Rupees Fifty Thousand Only) is required to be submitted as Earnest Money Deposit in favour of The Registrar, Central university of Gujarat payable at Gandhinagar/Ahmedabad (Details of DD should be mentioned in the column). <i>(exempted in case of bidders having MSME/NSIC certification. Copies of valid MSME/NSIC Certificates are to be is necessary in this case).</i>	
6	GST registration No. (Attach attested copy)	
7	PAN Card No. (Attach attested copy)	
8	Bidder should have an experience of minimum 03 years for the similar services in State/Central Govt/Semi-Govt/Public Sector Undertaking/Govt Universities/Institutions/ Higher educational Institutions during last 03 financial years. Copies of satisfactory work completion certificates /contracts/work orders should be attached as proof of experience and past performance. <i>(Copies of work completion certificates/contracts/ work orders should be attached as proof of experience)</i>	
9	Proof of Minimum average Annual turnover of Rs. 50 lakh during the last 3 Financial Years (2021-22, 2022-23 and 2023-24) and turnover certificate from CA must be attached (Annexure- III).	

10	Copy of IT returns of last three years (2021-22, 2022-23 and 2023-24) duly attested by CA (Attach copy)	
11	Employee Provided Fund Registration No. (Attach attested copy)	
12	Employee Sate Insurance Registration No (Attach attested copy)	
13	Declaration for signing bid document and acceptance of Terms & Condition of Tender. (Annexure-IV)	
14	Letter of Authorization for attending Bid Opening Meeting (Annexure-V)	
15	Affidavit stating that the service provider is/has not been black listed by Central Govt./State Govt. Dept/Statutory Bodies/ Autonomous Bodies/ PSUs/ Private Sector at any point of time. (Annexure-VI)	
16	Integrity Pact Agreement (Annexure-VII)	

Read and accepted
(Signature & Stamp/Seal of the Proprietor/Partner(s) of the Agency)

Financial Bid

The Expected bus capacity, per day bus trip, Rate and applicable taxes are as under;-

Bus with Passenger Capacity	Expected Trip Per Day*	Rate per trip	Total	Remarks
52 Seats and above	04 (one way distance approx..20 kms from hired hostel to CUG campus)			
Add : GST (@____)				
Total				

** trip can be increased / decreased*

- (a). If any additional charges for halting allowance, including continuous journey, may be specifically mentioned in the quote.
- (b). Hours/distance calculation should commence from the time of reporting of vehicle at University Campus/at designated places.
- (c). Bills will be paid on actual trip of bus for 52 Seats and above.
- (e). Bus may not be required during vacation and holidays.

Date:

Place:

(Signature & Stamp/Seal of the Proprietor/Partner(s) of the Agency)

ANNUAL TURNOVER CERTIFICATE ISSUED BY THE STATUTORY AUDITOR

Location:
Date:
From (Name & Address of the Statutory Auditor)

To
The Registrar,
Central University of Gujarat, Near Jalaram Temple,
Sector-29, Gandhinagar, Gujarat - 382030

Ref.:`

Sir,

We hereby certify that the average Annual Turnover for Financial Years 2021-22,2022-2023, 2023-2024 of M/s. (Name of the bidder) is as under;

Financial Year	Annual Turnover (in lakh)
2021-22	
2022-23	
2023-24	
Average Annual Turnover	_____

Note: Please attach necessary support documents

Yours Sincerely,

(Signature of Authorized Signatory)

Name of the Authorized Signatory:

Seal

Signature & Stamp/Seal of the Proprietor/Partner(s) of the Agency

**DECLARATION FOR SIGNING BID DOCUMENT AND ACCEPTANCE
OF TERMS AND CONDITIONS OF TENDER**

(To be submitted with technical bid on the letter head with sign and stamp)

1. I _____ Son/ Daughter / wife of Shri _____
Proprietor/Director, authorized signatory of the Agency/Firm, mentioned above, is
competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide to them.
3. The information/ documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I/we am/ are well aware of the fact that
furnishing of any false information/ fabricated document would lead to rejection of my
tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

(To be submitted with technical bid on the letter head with sign and stamp)

To,
The Registrar
Central University of Gujarat
Near Jalaram Temple, Sector 29,
Gandhinagar 382030 Gujarat.

Subject: Authorization for attending Bid Opening on(date) in the
tender of

Following persons are hereby authorized to attend the Pre-Bid Meeting / Bid Opening for
the tender mentioned above on behalf of.
(Bidder)

Name of Representative /Self:

Signature & Stamp/Seal of the Proprietor/Partner(s) of the Agency

Notes:

1. Only one representative will be permitted to attend bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

SELF-DECLARATION –NON BLACKLISTING

(To be submitted with technical bid on the letter head with sign and stamp)

To
The Registrar
Central University of Gujarat Near
Jalaram Mandir, Sector-29
Gandhinagar – 382030. Gujarat.

Dear Sir/Madam,

In response to the Tender Document for Selection of Hiring of Vehicles at Central University of Gujarat, Vill: Kundhela, Tal: Dabhoi, Dist: Vadodara for CUG, I/We hereby declare that presently our Company/firm_____is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/firm_____is not blacklisted/debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/Central Government/PSU/Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Place: Signatures _____
Name _____
Date: Seal of the Organization _____

(The Pre Contract Integrity Pact which is part of tender documents is as follows:)

INTEGRITY PACT AGREEMENT

This Integrity Agreement is made at on thisday of20.....

BETWEEN

Central University of Gujarat through Registrar, Central University of Gujarat, Sector-29, Gandhinagar (Gujarat). (Hereinafter referred as the ‘Principal/Owner’, 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 (Details of duly authorized signatory) Hereinafter referred to as the “Bidder/Bus Service Provider ” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

WHEREAS the Principal / Owner has floated the bid (Contract No. _____) (Hereinafter referred to as “Tender/Bid”) and intends toward, under laid down organizational procedure, contract for Hiring of Bus Services at Central University of Gujarat

Here in after referred to the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relationship with its Bidder(s) and Bus Hiring Service Provider (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 Pact witnesses as under:

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Bus Hiring Service Provider (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a 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. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal 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 in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC /PC Act, or if there be a substantive Suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Bus Hiring Services Provider (s)

- (1) The Bidder(s) / Bus Hiring Services Provider (s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Bus Hiring Services Provider (s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Bus Hiring Services Provider (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he /she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Bus Hiring Services Provider (s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or on-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Bus Hiring Services Provider (s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s)/Bus Hiring Services Provider (s) will not use improperly, for the purpose of competition or personal gain, or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Bus Hiring Services Provider (s) of foreign origin shall disclose the names and address of agents/representatives in India, if any. Similarly, the Bidder(s)/Bus Hiring Services Provider (s) of Indian Nationality shall disclose names and addresses of foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Bus Hiring Services Provider s(s). Further, as mentioned in the guideline all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Bus Hiring Services Provider (s) will, when presenting his bid, disclose any and 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.

- f. Bidder(s)/Bus Hiring Services Provider (s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s)/Bus Hiring Services Provider (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Bus Hiring Services Provider (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Bus Hiring Services Provider (s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Bus Hiring Services Provider liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector 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 as per the procedure mentioned in “Guidelines on Banning of Business dealings”.

Section 6 - Equal Treatment of all Bidders/Bus Hiring Services Provider s/Sub Bus Hiring Service Providers

- (1) In case of Sub-contracting, the Principal Bus Hiring Services Provider shall take the responsibility of the adoption of Integrity Pact by the Sub-Bus Hiring Services Provider.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Bus Hiring Services Provider s.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Earnest Money (Security Deposit)

While submitting commercial bid, the BIDDER shall deposit an amount* _____ as Earnest Money/Security Deposit, with the BUYER through any of the following instruments: -

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Central University of Gujarat, on demand within seven working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by

the Buyer shall be treated as conclusive proof for payment.

- (iii) Any other mode or through any other instrument, as stated in tender.
- (iv) The Earnest Money shall be returned to the unsuccessful bidder after finalization of L1 without interest. The EMD would be refunded to L1 bidder after award of contract and submission of PBG by L1 bidder.
- (v) In the case of successful BIDDERS a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- (vi) No interest shall be payable by the BUYER to the BIDDERS on Earnest Money/Security Deposit for the period of its currency.

Section 8 Fall Clause

The BIDDERS undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the BIDDERS to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the BIDDERS to the BUYER, if the contract has already been concluded.

Section 8 - Criminal charges against violating Bidder(s)/ Bus Services Provider(s) Sub Bus Hiring Services Provider (s)

If the Principal obtains knowledge of conduct of a Bidder, Bus Hiring Services Provider or Bus Service Provider, or of an employee or a representative or an associate of a Bidder, Bus Service Provider or Sub Bus Hiring Services Provider which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 9 - Independent External Monitor

- (1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all. Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Bus Hiring Service Providers as confidential. He/she reports to the Registrar, CUG.
- (3) The Bidder(s) / Bus Hiring Service Provider (s) accepts that the Monitor has the right to access without restriction all Project documentation of the Principal including that provided by the Bus Hiring Service Provider. The Bus Hiring Service Provider will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same applicable to Sub- Bus Hiring Service Providers.
- (4) The Monitor is under contractual obligation to treat the information and documentation of the Bidder(s) Bus Hiring Service Provider (s)/ Sub- Bus Hiring Service Provider (s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising

- later, the IEM shall inform Chairman, CUG and recuse himself / herself from that case.
- (5) The Principal will provide the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bus Hiring Service Provider. The parties offer the Monitor the option to participate in such meetings.
 - (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
 - (7) The Monitor will submit a written report to the Registrar, CUG within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
 - (8) If the Monitor has reported to the Registrar, CUG, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Registrar, CUG has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transit this information directly to the Central Vigilance Commissioner.
 - (9) The word 'Monitor' would include both singular and plural.
 - (10) Details of the INDEPENDENT EXTERNAL MONITOR (IEMs).

The following officers are appointed as Independent External Monitor (IEMs).

Sr.No	Name	Email Id
01.	Shri Srinivasan Rangarajan, IRSME (Retd.), Trichy, Tamil Nadu	ramasalperi@gmail.com
02.	Dr. Sandeep Tripathi, IFS (Retd.), Bhopal, Madhya Pradesh	sandeeptrip.ifs@gmail.com

For any queries or observations of unethical issues you may approach them through emails.

Section 10 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Bus Hiring Service Provider 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by the Registrar, CUG.

Section 11- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide the necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12- Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Section 13 - Other provisions

- i. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- ii. If the Bus Hiring Services Provider is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- iii. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- iv. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- v. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the principal)
(Office Seal)

(For & On behalf of Bidder)
(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)
.....
.....

Witness 2:

(Name & Address)
.....
.....

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made the..... Between (1) Registrar, Central University of Gujarat, Sector-29, Gandhinagar – 382030, Gujarat State, India (hereinafter called "the University") as one part and (M/s.....) of (.....) hereinafter called " Contractor" of the other part:

WHEREAS the Purchaser invited bids for in which M/s..... was the successful bidder. M/s has accepted the bid for providing of ‘Hiring of Bus Services’ for Entire Campus of Central University of Gujarat, Vill: Kundhela, Tal: Dabhoi, Dist: Vadodara (Work order No..... dated).

Now hereby agreed to following terms & conditions:

1. **Period of the Contract:** the duration of the contract is _____ and can be extended subject to satisfactory performance and approval of the University.
2. **Service Place:** Central University of Gujarat, Village: Kundhela, Tal: Dabhoi, Dist: Vadodara, Gujarat.
3. **Performance security:** An amount of **Rs. _____/- (Rupees _____ Only)** as Performance Security shall be furnished in the form of Demand Draft (DD) or Bank Guarantee (BG) from a Scheduled Commercial Bank operating in India. In case of PS, it should be in the prescribed format as per tender document in favour of CENTRAL UNIVERSITY OF GUJARAT, Gandhinagar, to be submitted along with order acknowledgement. The Security Deposit shall be forfeited if the selected agency, after award of contract, fails to execute the same or provide the services up to the satisfactory level. No interest is payable on Security Deposit. The Performance Security should be valid for a period of 90 days beyond the date of completion of the contract.
4. All terms and conditions of the tender no. CUG/11/2024-25 dated 30/10/2024 will remain unchanged and must be followed by the Contractor.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law of India on the day, Month and year indicated above.

For and on behalf of the Purchaser signed:

Signed, Sealed and delivered by the

[insert signature]

In the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]

For and on behalf of the Supplier Signed:

[insert signature of authorized representative(s) of the Supplier]

In the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Three Hundred or as applicable)
(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT GANDHINAGAR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GANDHINAGAR OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT GANDHINAGAR. GUARANTEE/BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTABLE.)

To,
Registrar,
Central University of Gujarat
Near Jalaram Mandir, Sector-29,
Gandhinagar – 382 030.

LETTER OF GUARANTEE

WHEREAS Central University of Gujarat, Gandhinagar (Buyer) have invited bids vide tender No..... Dt.....to provide “Hiring of Bus Services” AND WHEREAS the said bid document requires that any eligible successful bidder (seller) wishing to provide service etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**The Registrar, Central University of Gujarat, Gandhinagar**” in the form of Bank Guarantee for Rs and valid till [90 (ninety) days beyond the date of completion of the installation, commissioning and all other contractual obligations of the service provider including the free warranty period, may be submitted within 30 (Thirty) days from the date of acceptance as a successful bidder.]

NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (seller) failing to abide by any of the conditions referred in tender document/purchase order/performance of the equipment / machinery, etc. this bank shall pay to Central University of Gujarat, Gandhinagar on demand and without protest or demur Rs. (Rupees.).

This bank further agrees that the decision of Central University of Gujarat, Gandhinagar (Buyer) as to whether the said bidder (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the bidder (Seller) and/ or Central University of Gujarat, Gandhinagar (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupeesonly).

2. This Bank Guarantee shall be valid up to.....(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if University serve upon us a written claim or demand on or before (date).

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

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date :

PENALTY CLAUSES

SI No	SLA	Default Details	Penalties for breach of T&C of bid document			Remarks
			1st Instance	2nd Instance	3rd Instance	
1	Non deployment of BUS/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for Bus hired by Buyer from third party and a penalty of 10% of daily Bus hiring cost	Amount of charges for Bus hired by Buyer from third party and a penalty of 15% of daily Bus hiring cost	Amount of charges for Bus hired by Buyer from third party and a penalty of 20% of daily Bus hiring cost	After 3 rd instance, the buyer may terminate the contractor continue to impose the same penalty as imposed for 3 rd instance.
2	Non deployment of Bus/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Penalty of 10% of daily Bus hiring cost	Penalty of 15% of daily Bus hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
3	Breakdown of Bus during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for Bus hired by Buyer from third party and a penalty of 8% of daily Bus hiring cost	Amount of charges for Bus hired by Buyer from third party and a penalty of 10% of daily Bus hiring cost	Amount of charges for Bus hired by Buyer from third party and a penalty of 15% of daily Bus hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.

4	Breakdown of Bus during trip (replacement provided)	Replacement provided within 2 hours	Warning	Amount of charges for Bus hired by Buyer from third party and a penalty of 8% of daily Bus hiring cost	Amount of charges for Bus hired by Buyer from third party and a penalty of 10% of daily Bus hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
5	Delay in arrival of Bus/ driver	For 30 mins or more	Warning	Penalty of 5% of Bus hiring cost	Penalty of 8% of Bus hiring cost	After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance
6	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000/-	Penalty of Rs. 2000/-		After 2 nd instance, the service provider will have to replace the driver
7	Driver in intoxicated state	Any instance	Penalty of Rs. 2500/-			After 1 st instance, the service provider will have to replace the driver
8	Failure to address deficiencies pointed out at inspection	Any instance	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3 rd instance, the buyer may continue to impose the same penalty as imposed for 3 rd instance