

NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH

P.O-BHIMPUR-PADANPUR, VIA-JATNI, KHURDA-752050



E-TENDER FOR HIRING OF SMALL VEHICLES

FOR

**NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH,
BHUBANESWAR**

Last date for submission of E-Tender: 10.07.2018 (Tuesday) up to 12.30 PM

Date for Technical bid opening: 10.07.2018(Tuesday) at 3 PM

Date for Financial bid opening: .2018



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TENDER DOCUMENTS

1. Notice for invitation of E-Tender
2. E-Tender Application Form
3. E-Tender acceptance undertaking (to be filled by Tenderers)
4. Instructions to the Bidders
5. Terms and Conditions for Hiring Small Vehicles
6. Part – I : Technical Bid: Schedule of quantities to be filled in by Tenderers
7. Part – II : Financial/Commercial Bid : (to be filled and signed by the Tenderers)
8. Uploading of all pages with seal and signature (to be filled in by Tenderers)
9. Disclosure of existing customers to whom supply of such services made available.
10. Agreement to be executed by the tenderers



NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH

P.O-BHIMPUR-PADANPUR, VIA-JATNI, KHURDA-752050

NIT. No. NISER/TC/NIT-Small vehicle/2018-19/01

Date: 08.06.2018

NOTICE FOR INVITATION OF E-TENDER FOR HIRING OF VEHICLES

Director NISER invites e-tenders in two bid systems i.e. Technical and Financial from competent, authorized agencies duly registered with Income Tax (PAN / GST) , EPF & ESI Authorities, for various uses/services including providing 5 seater & 7 - 8 seater Cars. The total approximate annual value of the contract is ₹9.70 lakh.

Sl. No.	Type of Vehicles and nature of use.	EMD Amount
1	5 seater & 7- 8 seater Cars (A/ c and Non A /c) as and when required for official use for a period of two years.	₹20,000/-

Standard E-Tender Terms & Conditions

1. The details of tender notification can be downloaded from WWW.tenderwizard.com/NISER under "Tender Free View" link.
2. Vendors should obtain the USER ID and PASSWORD from WWW.tenderwizard.com/NISER by clicking on "REGISTER ME" link in the homepage.
3. The Vendor registration fees has to be paid to ITI Ltd for ₹1180/- including GST using the e-payment link provided at the time of registration and the mode of payments are Credit Card, Debit Card and Internet Banking. Vendor registration is valid for 1 year.
4. For further details on E-Tender participation, please contact ITI Help Desk on
 - Telephone: - 080-49352000 / 9686115318.
 - Email Id : - harishkumar.kb@etenderwizard.com, ambasa@etenderwizard.com
5. Tenders should be submitted only through E-Tender portal and obtain the Tender Acknowledgement copy as a proof of successful submission.
6. The details of corrigendums or addendums will be uploaded in NISER website: www.niser.ac.in . and www.tenderwizard.com/NISER

Director, NISER reserves the right of rejection of any or all the tenders without assigning any reason thereof. The right of acceptance of tender in full or part also reserves with the Director, NISER.

Administrative Officer-III
(Administration)



NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH

P.O-BHIMPUR-PADANPUR, VIA-JATNI, KHURDA-752050

NIT. No. NISER/TC/Small vehicle/2018-19/1

To
The Administrative Officer-III
Administration Section
NISER, Bhubaneswar.

S.L. No.		
1	Name of the services /Work	Hiring of Vehicles for providing Transport Services
2	Due Date for submission for tender	
3	Name of Title of the bidder	
4	Full Address with e-mail, contact No. And mobile no.	
5	Legal entity of the bidder whether Firm /Society / Company/other entity	
6	Registration No. and authority with whom registered	
7	License No. Of the Bidder and issuing authority	
8	Name and address of the bankers of the Bidder	
9	PAN No:	
10	GST No:	
11	Experience of the Bidder in dealing with tendered services to different Institutions (attach copies of orders to be attached along with Bid)	
12	Whether provided services to NISER in past ; if yes indicate Order no. & Date	
13	Any other relevant information to submit be submitted .	

Certified that the above information is correct and true to the best of our knowledge and belief. Nothing has been concealed, false and fabricated and in case of any information is found incorrect, then I, the undersigned will be personally responsible for the same. **Please issue me the Tender Document .**

Signature

Date:

Name of authorized person for bidder with seal

N.B: A copy of this tender application form is also to be uploaded while submitting the Technical Bid

TENDER ACCEPTANCE UNDERTAKING

(To be submitted along with the Technical Bid Form)

Date: _____

The Director,
National Institute of Science Education and Research
P.O-BHIMPUR-PADANPUR, VIA-JATNI, KHURDA-752050

Tender Ref. No. NISER/TC/Small Vehicle/2018-19/01

Dated: .2018

Name of Services/work: Hiring of Vehicles for providing transport services to NISER

Sir,

I / We read the conditions from the tender including general / special conditions and hereby agree to abide by the said conditions. I / We also agree to keep this tender open for acceptance for a period of 30 (Thirty) days from the date of opening. I / We will be liable for forfeiture of my / our "SECURITY DEPOSIT" to NISER, in case I / We could not execute the awarded work and fail to abide by the terms and conditions of the awarded contract. I / We will execute the work as per the rates quoted in the attached schedule for the entire period of contract and are bound to undertake work from the stipulated date on issue of letter of award.

A sum of ₹..... /- (Rupeesonly) is forwarded as Earnest Money Deposit in the form of DD / Bank's PO No. _____ dated _____. The full value of the Earnest Money Deposit shall stand forfeited if, I / We do not commence the work within the specified time after issue of the letter or do not at all execute the work until formal agreement is executed, this acceptance of tender shall constitute as binding contract on us.

Signature of tenderers with stamp
Name
Address

Date:
Place:

INSTRUCTIONS TO BIDDERS

Bidders are requested to take note of the following instructions while filling the Tender form for submission of Technical and Commercial/financial offer:

1. The tenderers should have at least three years experience of providing similar transport services and should bear a transport license for such purpose only (for running of contract carriage).
2. The tenderers should read the General & Special Terms and Conditions of the Institute and give their acceptance to that effect.
3. The tender rates should be duly typewritten in all respects and signed. The tenderers should quote in figures as well as in words the amount quoted by him. Alteration, if any, should be attested by the tenderers with his full signature, otherwise the tender shall be treated as invalid tender. The tenderers should duly sign the entire tender documents personally.
4. The tenderers should ensure that the amounts are written without any ambiguity. No blank space should be left.
5. Failure to fulfill any of the conditions given above shall render the tender for rejection.
6. The Director, NISER does not bind himself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender and the tenderers shall be bound to accept and perform the same at the rates quoted.
7. The bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.
8. The bidder should be competent enough to deal with the contract of the tendered item / services technically and financially and should have adequate man-power (skilled/semi-skilled/unskilled and technical) required for managing the work awarded.
9. **The bidder should have necessary license issued by the Competent Authority to run the contract carriage services.**
10. **The bidder should produce Income Tax Clearance Certificate for the last 3 Assessment Years in addition to PAN.**
11. **Experienced bidder should attach certificate of their past experience in support of their capability in the field of dealing with the services tendered. A list of the institutes where such transport services have been provided shall also be furnished.**
12. The successor / heirs in office will be responsible for the liabilities created by the bidder with respect to the manpower, services etc. offered by bidder.

13. The bidder will be solely responsible for the activities of any fraudulent nature or breach of any of the terms and conditions of the contract.
14. The bidder will be responsible by abiding itself by the national law including rules relating to manpower, services etc. offered by the bidder.
15. The bidder is also advised to ensure that all commercial and technical bid documents are signed by tenderers/ his authorized representative and rubber stamp should be put wherever required.
16. The offers should be submitted within the stipulated time and delay if any occurred in submission on account of any reason, whatsoever, shall not be condoned and such delayed offers received late shall be liable for rejection.
17. The bidder or his authorized representative will be entitled to participate in the tender opening process to take note of the proceedings of disclosure.
18. The Director, NISER reserves the right of cancellation, adding, reducing or deferring the tender in total or partially without assigning any reason thereof and claim in this behalf in any way shall not be tenable for compensation in any respect. In such case the bidder will be refunded with the earnest money deposit without any payment of interest.
19. In case of the acceptance of the tender, the tenderers will have to enter into an agreement / contract as per the specimen of the agreement / contract attached herewith.
20. The prices quoted in the tender must be valid for two years
- 21. Certified that I have read the above instructions carefully and taken note of them.**

Date:
Place:

Signature
Name of authorized person for bidder with seal

TERMS AND CONDITIONS FOR HIRING OF VEHICLES

(Please read the following instructions carefully and give acceptance for the same at the end)

A) SCOPE OF WORK:

- (i) For 5 seater & 7 - 8 seater Car (both Ac and Non A/c): On requirement basis minimum 8 hours duty with 80K.M.s
- (ii) For 5 seater & 7 - 8 seater Car (both Ac and Non A/c): On requirement basis minimum 4 hours duty with 60 K.M.s

B) MINIMUM ELIGIBILITY CRITERIA FOR SUBMISSION OF TENDER:

- (i) The transporter/firm/tenderers must be the owner/co-owner of at least 7-8 Non-Ac/AC 5 seater & 7-8 seater cars of 2014 and latest model (documentary evidence in the form of RC Book, Insurance Policy, etc. may be submitted). **No subcontracting shall be allowed under any circumstances for any reason whatsoever.**
- (ii) The transporter/firm/tenderers should have at least 3 years experience in providing similar contract carriage services.
- (iii) The transporter should have a valid Contract Carriage License to run such services (attested copy of the license should be attached along with the technical bid)
- (iv) The tenderers / firm should be a registered contractor with Appropriate Authority to carry out the contract, having a valid contract carriage license to operate such vehicles for carrying persons of educational institutions.

C) SPECIFICATION OF VEHICLES

- (i) The present requirement of the vehicles is for official purposes on as and when required on hourly/daily basis.
- (ii) The contractor, every time during the tenure of contract shall provide only latest model vehicles.
- (iii) All vehicles should be registered with appropriate authority.
- (iv) The contractor shall produce all the vehicles for physical inspection before NISER authorities along with original documents of the vehicles viz. RC books, Insurance policies (Comprehensive), Passenger Permit, Road Permit etc. if asked for, for Verification prior to deployment on the specified dates. If the Contractor fails to produce the vehicles / documents for inspection / verification on the specified date, the work order for supply of vehicles will not be issued in his favour and EMD will be forfeited.

- (v) The contractor shall make the vehicles available on all working days. Place, route and timing of plying the vehicles will be provided and shall be subject to changes at the discretion of NISER authorities to meet with the requirements.
- (vi) The vehicles should be in road-worthy conditions, in all respect, for operation in accordance with Motor Vehicle Act, 1988 and rules made there under by the States and existing laws as may be applicable and amended from time to time. Valid documents viz. Registration Certificate, Insurance Certificate, Route Permit, Passenger Permit, Fitness Certificate etc.) should be available in the vehicle with the driver during operation of the vehicle. Responsibility for any lapses in this regard shall be that of contractor.
- (vii) The vehicles should be neat and clean from inside and outside, in perfect mechanical condition and the general get-up of the vehicle such as body, paint, upholstery, tin work, windows panes appearance, etc. should be good commensurate with the image of NISER. The vehicle will be inspected periodically for road worthiness and any defect pointed out by NISER Authorities should be rectified immediately and contractor shall provide another vehicle not earlier than 2016 in good condition, as replacement, during the period of repair/servicing.
- (viii) The Contractor shall provide and maintain First Aid Box and Fire Extinguisher, one each in every vehicle as per the prescribed norms.
- (ix) The contractor shall also observe the requirement of safety and maintenance provisions indicated under Motor Vehicle Act.

D) GENERAL TERMS AND CONDITIONS

- (i) **The contract entered into will be in force on or after 1st August, 2018 (tentative) for a period of two years.** NISER may, if required, increase or reduce the required number of vehicles and size (seating capacity) of vehicles with an advance notice of one week.
- (ii) The contractor may discontinue the `services by giving 90 days notice in writing. The contract can be terminated by NISER by giving one week notice without assigning any reason thereof.
- (iii) The contractor should declare and warrant that they are legally entitled to do the services of providing transport and hold the requisite license and/or permit for the same from the appropriate authorities.

- (iv) The contractor should produce all documents issued by RTO concerned relating to each vehicle/car for verification. If vehicle/car is not registered in the name of contractor, it will not be accepted.
- (v) The vehicles/cars should have comprehensive insurance to cover the risk of injury and loss of life of the commuters, drivers, attendant and third parties by law including damages to property belonging to them.
- (vi) The bills should be submitted on monthly lump sum basis as per Annexure-II for running of the vehicle/car on the route at the stipulated timings (to be decided by the NISER Authorities). The rates given in the schedule attached herewith should be inclusive of all statutory taxes, toll charges etc. and shall be firm throughout the contract period.
- (vii) Award of contract to successful tenderers will not entail him/them exclusive right to supply all the vehicles/cars for which the tender has been submitted by the tenderers. NISER reserves the right to award the job to one or more tenderers or reject any or all the tenders without assigning any reasons.
- (viii) **All repairs including major overhaul and maintenance, servicing and other expenses for the up-keep of the vehicle, running expenses such as tyres, batteries etc. shall be borne by the contractor. The wages payable to the Driver and helper of the vehicle shall be the responsibility of the contractor and the same should be as per the minimum wages act.**
- (ix) All payments as may be required for obtaining different permits and license in contractor's line of vehicles will be obtained by the contractor at his cost.
- (x) The contractor shall not engage vehicles to carry passengers other than persons authorized by NISER, while on NISER duty.
- (xi) The contractor shall make the vehicles available 15 minutes in advance before their actual departure timings on both sides.
- (xii) The contractor shall ensure that drivers deployed on the vehicles/cars are qualified and possess valid professional License issued by appropriate authority and also well-disciplined. They should behave properly with the officials, well conversant with the route/roads of Bhubaneswar and its surroundings and should not report for duty under influence of alcohol or any narcotics, etc.
- (xiii) The contractor shall produce the original documents of the vehicles and drivers under contract for verification as and when called for by NISER authorities.
- (xiv) If the contract is terminated on the basis of non-compliance of terms and conditions of the contract, security deposit shall stand forfeited.

- (xv) The contractor shall furnish agreement on non judicial stamp paper of Rs.100/- accepting all the terms and conditions mentioned in the tender document at the time of award of the contract for supply of vehicles. Any conditional acceptance of the offer will liable for immediate termination of the contract without assigning any reason whatsoever.

D) COMPLIANCE OF LAWS AND SAFETY RULES

- (i) The contractor shall declare and warrant that they are legally entitled to do the services of providing transport and hold the requisite license and/or permit for the same from the appropriate authorities.
- (ii) The contractor shall employ his own drivers, cleaners during the period of contract and shall pay their wages and comply with the statutory provisions and NISER shall not, in any manner, be responsible for the same. The contractor shall make payment of wages to the workers employed by him regularly and shall produce the details to NISER authorities or any statutory authorities for verification as and when called for.
- (iii) It will be the sole responsibility of the Contractor to abide by the statutory provisions of the various acts in performance of this contract:
- (iv) All payment as may be required for obtaining different permits and license in contractor's line of vehicles will be obtained by the contractors at their cost.
- (iv) In order to avoid mishap / accident, contractor shall ensure that only skilled drivers (having driving license to drive heavy vehicles / passenger vehicles) with sufficient experience in the trade are deployed on vehicles/cars and they observe all rules / precautions in this regard.
- (v) The contractor shall maintain such documents as may be necessary by law and as instructed by NISER from time to time. These should be available for inspection at any time.
- (vi) If the vehicle/car is involved in any accident or mishap and as a result thereof any employee or guest or persons of NISER suffer any injury or death then the contractor shall be liable to pay compensation or damages as may be assessed by the appropriate authority.
- (vii) If the contractor at any stage refuses or is unable to provide the vehicles/cars for any reasons whatsoever or his performance is found to be otherwise unsatisfactory, NISER will have the right to terminate the contract and recover from the contractor, the amount of losses and liquidated damages suffered by the NISER due to termination of the contract. This will be in addition to the recovery of losses which shall have to be reimbursed to the authorized commuters for to and fro journey (coming / going) from their respective places.

- (viii) All letters posted through postal authorities (P&T) to Contractor on the address given by him will be considered to have been delivered in time.

E) RESOLUTION OF DISPUTES

Notwithstanding anything contained, all questions, disputes or differences whatsoever, between the parties to the Contract, arising out of or relating to the construction, meaning and operation or interpretation of provision of the contract or matters related thereto, whether during the tenure of the Contract, or its failure or after the completion of the Contract, shall be settled by the Director, NISER. The decision of the Director, NISER shall be final and binding on the parties to the Contract.

F) COMPLIANCE WITH RTO RULES

- (i) The contractor shall ensure that all the rules pertaining to Motor vehicle Act, Contract Carriage Act and any other Act of the state shall be met. In no circumstances NISER shall be involved for any violation of the RTO Rules on the part of the transporter. It will be the sole responsibility of the contractor to abide by all such laws at his own cost.
- (ii) The contractor shall ensure that the drivers do not carry any inflammable / contraband material in the vehicles/cars.
- (iii) The contractor shall be liable to bear all taxes, toll charges, levies, fines, penalties, etc. payable in respect of the aforesaid vehicles/cars. The contractor shall be liable and responsible for non-fulfillment / compliance of all or any of the statutory requirements under the Motor Vehicle Act, Contract carriage Act or any other Act for the time being in force in the state of Odisha.

G) SAFETY AND SECURITY

- (i) In order to avoid any Mishap / Accident, contractor shall ensure that only skilled drivers (having driving license to drive passenger vehicles) with sufficient experience in the trade are deployed on vehicles/cars and they observe all rules / precautions in this regard. Contractor shall ensure that drivers do not exceed normal speed limit and shall further ensure that his crew is deployed on duty after adequate rest to avoid accidents due to over fatigue. The contractor shall be solely responsible for violation of the above stipulations.
- (ii) The contractor shall engage the drivers for NISER duty whose character and antecedent verification has been done by the Police Department, possess valid driving license, having adequate driving experience on passenger vehicles, having thorough knowledge of traffic rules / road safety precautions, aware with the routes of Bhubaneswar and its surroundings.
- (iii) The drivers of the vehicles / vehicles should follow the traffic rules prominently.

- (iv) The contractor shall make his own arrangement for parking the vehicles after closing the duties. No parking will be allowed in the NISER premises after closing the duties. Parking vehicles in NISER premises will be at his own risk.
- (v) The contractor shall always abide by the rules and regulations of NISER pertaining to Security and Safety.
- (vi) The Contractor or his representative shall not divulge to any one, any confidential information obtained during the course of work.
- (vii) The Contractor shall be responsible for the safety and security of vehicles.
- (viii) The Contractor shall be responsible for any damages to the vehicles or any death or injury to the driver or any other person travelling in the vehicle in case of any accident.
- (ix) Any indiscipline by the contractor's workmen within the premises, while on duty, will make them liable for penalty and NISER will also be entitled to terminate the contract. The security rules as framed from time to time shall be strictly complied with by them.

H) SET-OFF CLAUSE

Whenever any claim or claims for payment of a sum of money arise(s) out of or under this contract against the contractor, NISER shall be entitled to withhold and retain such sum or sums in whole or in part from the security deposit of the contractor pending finalization or adjudication of

any such claim, in the event of the security deposit being insufficient to cover the claimed amount, NISER shall be entitled to withhold and have a lien to retain the extent or such claimed amount which at any time thereafter may become payable to the contractor under the contract or any other contract with NISER or Government or any person contracting through NISER pending finalization or adjudication of any such claim. During the period of this contract any sum of money or moneys so withheld or retained by NISER will be kept, withheld or retained as such by NISER, till the claim arising out of or under the contract is determined by NISER or by the Competent Authority, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such sums.

I. CORRUPT PRACTICES

The contractor shall not offer or agree to give any person in the employment of NISER any gift or consideration of any kind as "Inducement" or "Reward" for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contracts. Any breach of the aforesaid condition by the contractors or any one employed by them or acting on their behalf (whether with or without the knowledge of the contractors) or the commission of any offence by the contractors or by any one employed by them or acting on their behalf which shall be punishable under the appropriate law, shall entitle NISER to cancel the contracts and all or any other contracts and then to recover from the contractor the amounts of any loss arising from such cancellation of contract.

J) PENALTIES

- (i) The vehicles / vehicles are required to ply on specified routes and any failure to operate the vehicles as per the schedule; the contractor is required to bear actual expenses incurred by NISER in transportation of the persons. In addition a penalty of Rs.1000/-for each such failure will be recovered from Contractor's next monthly bill. The decision of the NISER regarding the amount of actual expenses incurred will be final and binding on the contractor and the contractor shall not challenge the same.
- (ii) In case of breakdown, a substitute vehicle of the same or later model in good condition shall be deployed immediately. If the contractor does not provide a substitute vehicle/car within the stipulated time, he shall be liable to pay NISER the charges and expenses that may be incurred by NISER, for procuring a vehicle/car or for arranging other mode of transport for its persons/employees/guests.
- (iii) If the contractor is not able to provide the fixed vehicle of any route on any day(s) due to maintenance / repairing work or for any other reason, it should be immediately brought to the notice of the Transport-in-charge in writing, failing which a penalty of Rs.500/- will be imposed and recovered from the bill of the contractor.
- (iv) The vehicles will be inspected by NISER authorities periodically for road worthiness and if any defect is pointed out the contractor shall provide a substitute vehicle of the same or later model in good road-worthy condition till its rectification. If the vehicle is not made available after repair or if a substitute vehicle is not provided for the next working day, then the contractor shall be liable to pay NISER the charges and expenses that may be incurred by NISER, for hiring a vehicle or for arranging other mode of transport for its persons. If the contractor at any stage refuses or is unable to provide the vehicles for any reasons whatsoever or his performance is found to be otherwise Unsatisfactory, NISER will have the right to terminate the contract and recover from the contractors, the amount of losses and liquidated damages suffered by the NISER due to termination of the contract. The loss and damages so charged shall be not more than 10% of the contract value.

K) SECURITY DEPOSITS

The contractor shall submit a security deposit @ 5% of the total approximate annual value of contract i.e. ₹9.70 lakh either through Demand draft/Pay Order/Banker's Cheque drawn in favour of **Finance Officer**, NISER of any scheduled nationalized bank for value towards the security deposit at the time of acceptance of work order.

L) BILLING AND PAYMENT

- (i) The bill shall be submitted for each calendar month duly completed in all respects by 5th of succeeding month so as to enable the NISER for arranging payment at the earliest possible. The bill will be supported by a statement showing the details of date wise run of the vehicles (copy of the log book duly signed and authorized by the transport in-charge of the institute), receipt of toll charges, parking charges, if any. *The payment to the contractor shall be made by NISER by account payee cheque, by post within 15 days from the date of receipt of the bill and the contractor shall not be entitled to claim any interest for delay in payment due to unforeseen reasons.*

- (ii) Payment to the contractor for the vehicles will be made on monthly basis based upon the log book maintained by the driver of the vehicle. It is necessary that the log book has to be signed by the staff/officials using the vehicle. For the vehicles the log book has to be signed by the transport in charge of the institute. The log book shall also contain details of complaints and poor services noticed by the users. In case of deficiency of services/ complaints NISER may impose penalty as already mentioned in this tender document, which shall be recovered from the monthly bill of the transporter. The decision of Director, NISER shall be final and binding.
- (iii) If the bills are sent back for any correction to the contractor, the date of re-submission of the bill after correction will be considered the date of actual submission of the bill.
- (iv) The bills will be raised once in a month
- (v) Recoveries towards Income-Tax plus applicable surcharge on Income-Tax and any other taxes, as notified by the government from time to time, will be made as per Government Orders in this respect and certificate to that effect will be issued by the NISER.
- (vi) The rates offered in the schedule of rates (Annexure-II) includes all the expenses such salary payable of drivers/attendants, road tax, passenger permit charges, insurance of vehicle, maintenance charges, toll tax etc. and no parking charges are allowed for monthly hiring vehicles/cars.

M) FORCE MAJEURE

Force Majeure is herein defined as any cause which is beyond the control of the contractor and the NISER, as the case may be, which they could not foresee or with a reasonable amount of diligence

could not have foreseen and which substantially affects the performance of the contract, such as Natural Phenomena, including but not limited to floods, droughts, earthquakes and epidemics. Other phenomena including but not limited to hostilities, riots, civil commotion and declared lockout in contractor's works.

N) COMPLIANCE WITH THE TERMS AND CONDITIONS

- (i) The contractor shall comply with all the laws applicable and shall indemnify NISER against any action brought against it for any violations / non-compliance of any of the Act, rules etc.
- (ii) The performance of the contractor shall be monitored periodically and in case services are found unsatisfactory i.e. the condition of vehicles deteriorates, frequent break-down, improper maintenance, use of retreaded tyres, unavailability of fuel in the vehicle, non-displaying of NISER sign board, misuse of NISER board, non-availability of documents of the vehicle, license etc. with the driver, non-availability of spare wheel and tools, non-availability of first aid box and medicine therein, unpunctuality in duty, non-wearing of uniform by the driver / cleaner, misbehavior of the driver / cleaner with the persons, driver / cleaner under influence of alcohol, disobey of the transport staff / traffic rules and other violations covered explicitly and implicitly under this contract. NISER reserves the right to terminate the contract at any time without assigning any reason by giving 24 hours notice in writing and the

contractor shall not be entitled to any compensation, whatsoever by reason of such termination and security deposit will be forfeited.

O) SUBMISSION OF TENDER

The tenderers must submit all the documents through online mode only.

P) OPENING OF TENDER

- (i) **Technical bid** will be opened on the date and time mentioned in the tender notice. The change, if any, shall be displayed NISER website: www.niser.ac.in . and www.tenderwizard.com/NISER .
- (ii) **Financial Bid:** After opening the technical bid, based on the documents submitted, if required an inspection will be carried out of vehicles, facilities, garage etc. of the tenderers to determine the technical capability of the tenderers and financial bid will be opened only of short-listed tenderers.
- (iii) NISER reserves the right to accept or reject either in full or in part, any or all tenders, without assigning any reasons whatsoever thereof. NISER reserves the right to cancel the contract even after acceptance without assigning any reason whatsoever thereof. NISER is not bound to accept the lowest tender.
- (iv) Company / Firm already engaged for such services with government departments or public undertakings will be given preference. They shall have to submit evidence and performance certificate to that effect.
- (v) The EMD of unsuccessful tenderers shall be refunded within the reasonable time after final decision on the tender without any interest thereon.

TENDER FOR HIRING OF SMALL VEHICLES: TECHNICAL BID

Sl. No.	Particulars	
1	Name and Address of the Tenderers/Agency with Telephone Number/Fax No./Mobile No.	
2	State of Agency (Registered Co./Proprietary/Society/Registered under Shops & Establishment Act) with valid Registration Certificate	
3	Permanent Account Number (PAN)	
4	GST No.	
5	Number of Employees employed by the bidder/agency	
6	Details of Vehicles owned by the company (Make, Model and Registration No.)	To be uploaded along with the Technical Bid in a separate sheet, as per the format given below
7	Experience in the field of Transports/Travels (in Years)	Details of clients of last five years including with their copy of contract award letter to be enclosed along with the Technical Bid
8	Nature of any other vehicles run by the agency	
9	Address/Location of the office from where the vehicles are assigned and monitored to clients	
10	Bankers IFSC Code	
11	Details of EMD (DD No., date & amount) <i>to be enclosed with Technical Bid only.</i>	

Date:
Place:

Signature
Name of authorized person for bidder/transporter with seal

Details of Documents Submitted along with the Technical Bid (Check List):

Sl. No.	Documents Required	Whether Submitted	
		YES	NO
1	Proof of having at least 7-8 AC/Non-AC 5 seater & 7-8 seater cars of not earlier than 2014 model.		
2	Proof of 3 years experience in the field (please enclose copies of certificates issued by companies for whom the services are being/have been rendered)		
3	Proof of legally entitled to carry out the transport services and requisite license and permit issued by appropriate authorities		
4	Terms and conditions duly signed and stamped on each page enclosed along with technical bid		
5	Original tender document in two parts separately to be uploaded.		
6	Copies of any other requisite documents		
7	Proof of residential as well as office address of tenderer : Photocopies of ration card or registration certificate in case of firm		
8	Copy of income-tax clearance certificate for the last three years		
9	Copy of GST Certificate		
10	Copy of permanent account number (PAN)		
11	Copy of establishment		
12	Copy of Power of Attorney or authority letter in case of tender is signed by other than owner / partner of company / firm		

Signature

Date:

Name of authorized person for bidder/transporter with seal

Details of vehicles Owned by the Transporter:

Sr. No.	Type of vehicle	Registration No. of the Vehicle	Date of Registration	Seating Capacity	Chassis No. / Engine No.	Road Permit Valid up to
	5 seater & 7-8 seater cars (A/c and Non A/c)					
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

Signature

Date:

Name of authorized person for bidder/transporter with seal

N.B: Upload additional sheet if required

TENDER FOR HIRING OF SMALL VEHICLES: FINANCIAL BID

SL. No.	<u>TYPE OF VEHICLE</u> 5 seater & 7to 8 seater <u>Car</u> (both AC and Non AC) :	Charges for Minimum 4 Hours with 60 K.M.s in ₹	Charges for Minimum 8 Hours with 80 K.M.s in ₹	Charges per Extra Hour in ₹	Charges per Extra K.M. in ₹
1	5 seater cars (AC & Non-AC) preferably Swift Dzire / Indigo etc.				
2	7-8 seater cars (AC & Non-AC) preferably Innova / Travera / Scorpio etc.				

Date:

Signature

Name of the authorized persons for bidder /Transporter with seal

AGREEMENT

This deed of agreement is made on this _____ day of _____ 2018 between _____ having its registered office _____ which expression shall include its successors / assignees hereinafter called the supplier of the one part AND National Institute of Science Education and Research (NISER) having its office at Post: Bhimpur-Padanpur, Via – Jatni , Khurda – 752050, represented by the Registrar on the second part.

WHEREAS, the second party published notice inviting tenders for providing transport services NISER, Bhubaneswar;

AND whereas, the first party applied and offered its offer in response of the notice of invitation for tender and the offer whereas, found acceptable by the second party who has issued Letter of acceptance / Letter of Intent to the transporter/supplier on first part;

WHEREAS, all the terms & conditions including expressions thereof, duly stipulated in the tender document/form under the Instructions to the Bidders and Schedule of terms & conditions (general as well as special) for hiring of vehicles, have been found acceptable by the first party to abide by them and the second party has found the first party competent and capable supplier and letter of intent has been issued by the second party;

Now it is therefore, parties here un-to have agreed mutually to abide by the terms and conditions of the work order and now this deed WITNESSETH that:

1. The first party shall abide by the general terms and conditions as well as the special terms and conditions as have been stipulated in the tender for the supply and provide services of specified manpower to commence the work awarded with effect from the given date and time.
2. That the technical Bid containing technical specifications of the work schedule shall be ensured by the first party and shall be acceptable to the second party.
3. That the upward price variation will not be acceptable to the second party whereas the first party will be under the liability to revise the price downward if it happens due to reduction of taxes leviable by the Central / State Government.
4. The maintenance of the vehicles during tenure of the contract shall be the sole responsibility of the contractor. The alternative vehicles shall be provided by the contractor in case of failure of any of the vehicles required for executing the contract.

5. **That the notice inviting tender, tender form, technical bid, commercial bid together with schedule of quantity and specifications including general terms and conditions and special terms & conditions schedule shall be construed as the part of this agreement.**
6. That the first party shall be liable for the liquidated damages to be paid to the second party for the defaults on the part of the contractor for breakdown or delay in supply of vehicles or any other reasons and the second party will be free to recover such liquidated damages as may be determined in the terms of the work order conditions from the amount due or EMD or Security Deposits.
7. That the first party / contractor shall be responsible to provide alternate manpower in case of any the workmen or group of workmen remain absent from the work on account of one reason or the other or refuse to execute the work or adopt delay tactics by one way or the other or any other unforeseen circumstances occurred or created on account of actions of the personnel of the contractor deployed at NISER. Failure of the contractor shall render him liable for all consequences as specified in the contract.

In WITNESS whereof, the first party - contractor and through its authorized representative has hereinto set his hands and authorized representative for and on behalf of the second party has hereinto set his hands, executed and signed this deed in presence of.

First party:

Second party:

Signature with date and Seal

Signature with date and Seal

Witness:

1. Name and Signature:

Address:

Witness:

1. Name and Signature:

Address:

2. Name and Signature:

Address:

2. Name and Signature

Address