



राष्ट्रीय विज्ञान शिक्षा एवं अनुसंधान संस्थान, भुवनेश्वर
(परमाणु उर्जा विभाग, भारत सरकार का एक स्वयं शासित संस्थान)
NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH, BHUBANESWAR
(AN AUTONOMOUS INSTITUTE UNDER DEPT. OF ATOMIC ENERGY, GOVT. OF INDIA)

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

E- Tenders (Two bid system - Technical and Financial) are invited on behalf of the Director NISER from the competent, authorized agencies duly registered in the state of Odisha with Income Tax (PAN / GST , EPF & ES IC) Authorities, **for providing vehicle(A/c) on hiring basis of 2019 or latter model for Transportation of Students & Staff of CMRP between NISER Campus, Jatni to Acharya Harihar Post Graduate Institute of Cancer, Cuttack and AIIMS, Bhubaneswar and vice-versa.**

Sl no.	Notice Inviting Tender	
1	Tender reference no.	C-07-A-NISER-Vehicle-23-24
2	Description of the Tender	Hiring of vehicle(A/c) with minimum 15 seater capacity
3	Contract Period	Valid upto 31st july 2024 from the date of Contract.
4	Department	CMRP,NISER
5	Type of Tender	Two bid system (Technical and Financial)
6	Mode of publishing of tender	https://eprocure.gov.in/eprocure/app https://www.niser.ac.in/content/tender
7	Mode of submission of tender	Online through Central Public Procurement Portal of Government of India (https://eprocure.gov.in/eprocure/app)
9	Performance Bank Guarantee (After award of contract) In favor of "Director, National Institute of Science Education & Research, Bhubaneswar"	Rs.12,000.00
9	Last date and time of submitting of e-bid	26/09/2023 up to 11:00 A.M
10	Opening of Technical bids	27/09/2023 at 11:00 A.M
11	Opening of price bids	After evaluation of technical bids, the date and time of opening of price bid will be updated on e-Procurement website.
12	Contact Number	Stores & Purchase section, NISER Contact: 0674-2494029/32/35

Sd/-.

(Stores & Purchase Officer)



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GENERAL TERMS AND CONDITIONS

1. The quoted vehicle must be **Odisha registered**.
2. **Kilometer reading will be start and end at CMRP, NISER, Jatni campus.**
3. **Minimum distance 50km/trip for 08 hours.**
4. **L1 will be considered on the basis of main bid.**
5. The contractor shall produce vehicle (A/C) as per technical specification 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, verification prior to deployment on the specified dates. If the Contractor fails to produce the vehicle / documents for inspection / verification on the specified date, the work order for supply of vehicle will not be issued in his favour and EMD will be forfeited.
6. The vehicle 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.
7. The contractor shall also observe the requirement of safety and maintenance provisions indicated under Motor Vehicle Act.
8. 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.
9. Once the vehicle fixed on a particular route, shall not be changed in the normal course. However, NISER may direct to change the vehicle (s) on any route if it is found to be not meeting the requirements.
10. The vendor must bear toll, parking and other charges.
11. 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.
12. The contractor shall not engage vehicle to carry passengers other than persons authorized by NISER, while on NISER duty.
13. The contractor shall make the vehicle available 15 minutes in advance before their actual departure timings on both sides.
14. If the contract is terminated on the basis of non-compliance of terms and conditions of the contract, security deposit shall stand forfeited.
15. If the vehicle is involved in any damages due to 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.

16. If the contractor at any stage refuses or is unable to provide the vehicle 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.
17. The Contractor shall be responsible for any damages to the vehicle or any death or injury to the driver or any other person travelling in the vehicle in case of any accident.
18. The contractor shall always abide by the rules and regulations of NISER pertaining to Security and Safety.
19. The vehicle should require to ply on specified routes and any failure to operate the vehicle 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.
20. 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 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 or for arranging other mode of transport for its persons/employees/guests.
21. 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.
22. The bills will be raised once in a month.
23. Financial Bid: After opening the technical bid, based on the documents submitted, if required an inspection will be carried out of vehicle, 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.
24. The EMD of unsuccessful tenderers shall be refunded within the reasonable time after final decision on the tender without any interest thereon.
25. 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.
26. 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 vehicle. Any conditional acceptance of the offer will liable for immediate termination of the contract without assigning any reason whatsoever.
27. 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.

Sd/-.
(Stores & Purchase Officer)

TENDER ACCEPTANCE UNDERTAKING

(To be submitted along with the Technical Bid Form)

Date:

To:

The Director,

National Institute of Science Education and Research,

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

Tender Ref. No.: C-07-NISER-Vehicle

Name of Services: Hiring of vehicle (minimum 15 seater) 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 60 (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:

HIRING OF A/C VEHICLE (MINIMUM 15 SEATER)

TECHNICAL BID TENDER NO. C-07-A-NISER-VEHICLE-23-24			
Vendor Name			
Sl. No.	Basic Information	Please fill details	Page No. with name of the documents attached in support of information required
1	Name of the Company with Full address Telephone no: Fax no: E-mail address : GST Registration no: Income Tax Registration no. with place: PAN Card no: Bank Account Number: BANK IFSC code:		
2	Name of the authorized person (If Any) along with Telephone No. Mobile No. Mail id		
3	Trip start and end point: CMRP, NISER, Jatni campus.		
4	The vendor must bear toll, parking and other charges.		
5	03 years' experience of the Bidder in dealing with providing Transport Services to different Institutions (attach copies of orders along with Bid)		
6	Please attach ITR copy & Balance sheet (Last 3 FY).		
7	Legal entity of the bidder whether Firm /Society / Company/other entity		
8	Registration No. and authority with whom registered		
9	License No. of the Bidder and issuing authority		
10	Details of Vehicles owned by the company (Make, Model and Registration No.) to be submitted as per given format in Annexure-I		
11	Tender acceptance undertaking		

Bidders are directed to submit the above technical bid details on bidders company letter head duly stamp and sign.

Signature Name of authorized person for bidder 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	Validity of Insurance up to	Validity of Pollution up to
	Hiring of minimum 15 seater Vehicles (AC) of any model							
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Date:

Place:

Signature

Name of authorized person for bidder/transporter with seal

N.B: Upload the details along with bid.

AGREEMENT

This deed of agreement is made on this _____ day of _____ 2023 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 vehicle, 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 WITNESS 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 vehicle during tenure of the contract shall be the sole responsibility of the contractor. The alternative vehicle shall be provided by the contractor in case of failure of any of the vehicle 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 vehicle 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: