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Tender Details

Date : 22-Feb-2023 12:54 PM

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### Basic Details

Organisation Chain	Department of Pharmaceuticals  National Institute of Pharmaceutical Education and Research (NIPER) Guwahati		
Tender Reference Number	NIPER/ADMIN/VEHICLE/22-23/2RT		
Tender ID	2023_MCF_700623_1		
Tender Type	Open Tender	Form of contract	Fixed-rate
Tender Category	Services	No. of Covers	2
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No		

### Payment Instruments

Offline	S.No	Instrument Type
	1	Bankers Cheque
	2	Personal Cheque
	3	Demand Draft
	4	As Per Tender Document

### Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Hiring of Diesel Driven Tempo Traveller with Driver-02
2	Finance	.xls	Hiring of Diesel Driven Tempo Traveller with Driver

### Tender Fee Details, [Total Fee in ₹ \* - 1]

Tender Fee in ₹	1		
Fee Payable To	DIRECTOR NIPER GUWAHATI	Fee Payable At	GUWAHATI
Tender Fee Exemption Allowed	Yes		

### EMD Fee Details

EMD Amount in ₹	20,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	DIRECTOR, NIPER GUWAHATI	EMD Payable At	GUWAHATI

### Work /Item(s)

Title	NIPER/ADMIN/VEHICLE/22-23/2RT				
Work Description	Hiring of Diesel Driven Tempo Traveller with driver-02				
Pre Qualification Details	Please refer Tender documents.				
Tender Value in ₹	1	Product Category	Miscellaneous Services	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	30
Location	NIPER-Guwahati, Silakatamur, Changsari	Pincode	781101	Pre Bid Meeting Place	NIPER-Guwahati, Silakatamur, Changsari
Pre Bid Meeting Address	NIPER-Guwahati, Silakatamur, Changsari	Pre Bid Meeting Date	27-Feb-2023 11:30 AM	Bid Opening Place	NIPER-Guwahati

### Critical Dates

Publish Date	22-Feb-2023 01:00 PM	Bid Opening Date	20-Mar-2023 03:30 PM
Document Download / Sale Start Date	22-Feb-2023 01:00 PM	Document Download / Sale End Date	20-Mar-2023 02:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	22-Feb-2023 02:00 PM	Bid Submission End Date	20-Mar-2023 02:00 PM

### Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
		1	Tendernotice_1.pdf	Hiring of Diesel driven tempo traveller with driver-02

  

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
		1	Tender Documents	Tender for hiring of Tempo Traveller 200223.pdf	Hiring of Diesel Driven Tempo Traveller with Driver-02

**Tender Inviting Authority**

Name	Director, NIPER-Guwahati
Address	NIPER-Guwahati, Silakatamur, Changsari

**Tender Creator Details**

Created By	Gitartha Goswami
Designation	Assistant Registrar
Created Date	22-Feb-2023 12:31 PM

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**राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान,  
गुवाहाटी**  
**NATIONAL INSTITUTE OF PHARMACEUTICAL  
EDUCATION AND RESEARCH, GUWAHATI**  
Sila Katamur (Halugurisuk), P.O.: Changsari, Dist: Kamrup,  
Assam, Pin: 781101

**TENDER NOTICE**

(TENDER No: NIPERG/Admin/Vehicle/23/01; Date: 21/02/2023)

Sealed Tenders for “HIRING OF DIESEL DRIVEN TEMPO TRAVELLER WITH DRIVER” for the local/Outstation/field Journeys are being invited by NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH, GUWAHATI, Sila Katamur (Halugurisuk), P.O.: Changsari, Dist: Kamrup, Assam, Pin: 781101.

*Tender document comprising of full details with terms and conditions may be downloaded free of cost from the Institute website <http://www.niperguwahati.ac.in> from 21-02-2023 to 20-03-2023 and the last date of submission of tender document is 20.03.2023. Tender shall be opened on 20-03-2023.*

# TENDER FOR HIRING OF DIESEL DRIVEN TEMPO TRAVELLER WITH DRIVER



NIPER GUWAHATI

Downloading Tender Document : 21.02.2023 to 20.03.2023

Closing Date & Time of Acceptance of Tender Application & Documents: 20.03.2023  
(12 Noon)

Time for opening : 20.03.2023 (3.00 PM)

This document can be downloaded from NIPER Website [www.niperguwahati.ac.in](http://www.niperguwahati.ac.in)

**Bid Format**

**(On the letter head of the firm submitting the bid document)**

To  
The Director  
NIPER GUWAHATI,  
Sila Katamur (Halugurisuk),  
P.O.: Changsari, Dist: Kamrup,  
Assam, Pin: 781101

**Sub: Submission of Tender for hiring of diesel driven tempo traveller with driver for office use.**

Sir,

With reference to your tender enquiry, No. \_\_\_\_\_ dated \_\_\_\_\_,  
we are herewith submitting our tender.

Our Registered office is located at \_\_\_\_\_. Detailed address and contact details are as under:

Pin code:-

I / we submit herewith our tender for your kind consideration please.

I /We have read the terms and conditions and enclosed documents and instructions given in the tender document.

Yours faithfully,

Date: .....

( \_\_\_\_\_ )

Company seal full address and

Telephone No.....

Mobile No.....

& Fax No.....

Enclosures –

1. Copy of Firm Registration No.
2. Copy of GST Registration.
3. Copy of PAN No.
4. Copy of ITR of last three financial years.
5. Copy of Proprietorship/ Partnership Deed (If any).
6. EMD of Rs.20,000/- (Rupees twenty thousand only)
7. Copy of Registration Certificates of 03 TEMPO TRAVELLER.
8. Copy of Earlier Contracts.

**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND  
RESEARCH, GUWAHATI, Sila Katamur (Halugurisuk), P.O.:  
Changsari, Dist: Kamrup, Assam, Pin: 781101**

**NON TRANSFERABLE BID DOCUMENT FOR INVITING TENDERS FOR HIRING OF  
DIESEL DRIVEN TEMPO TRAVELLER WITH DRIVER**

Sealed tenders are invited for hiring of diesel driven tempo traveller with driver as per the 'Terms & Conditions' given in Annexure-I of this document. The vehicle is on Regular hire basis with driver. Tenderer may be a sole proprietor/partnership firm/company. In case of firm/company, tenderer must provide names and residential address, both existing and permanent in the format given below

SL. No.	Name of the Proprietor/ partners(s)	Current Residential address	Permanent residential address
A			
B			

The period of contract will be for an initial period of one year from the day when the tempo traveller are mobilised for use by NIPER, which shall be treated for all practical purposes as the date of the commencement of the contract. The contract may be further extended by the Director, NIPER. The criteria for extension shall be purely the performance of the contractor during the initial contractual period of one year. The said extendable period shall purely be at the discretion of Director NIPER and at the same terms and conditions.

**2. Key events and dates**

S.No.	Key Event	Date
i.	Last Date for Submission of Bids	<b>20.03.2023(12 Noon)</b>
ii.	Date & Time of opening of Sealed tenders	<b>20.03.2023(3.00 PM)</b>
iii.	Earnest Money Deposit (Refundable)	<b>Rs.20,000/- (Rs. Twenty thousand only) in form of Demand Draft/ FDR/Bankers cheque drawn not before the date of issue of tender.</b>
iv.	Venue for opening of bid	<b>NIPER Guwahati campus</b>

**3. Detailed Tender document can be downloaded from our portal at <http://www.niperquwahati.ac.in> free of cost from 21-02-2023 to 20-03-2023. The hard copies of sealed Tender is to be sent at the following address:**

To

**The Registrar**

**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH,**

**GUWAHATI, Sila Katamur (Halugurisuk),**

**P.O.: Changsari, Dist: Kamrup, Assam, Pin: 781101**

4. Only those agencies are required to submit the tender who have all the requisite documents in standard formats and that should be legible.

## TERMS & CONDITIONS OF THE CONTRACT

### 1. Earnest Money Deposit (EMD):

The tender must be enclosed with an Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees twenty thousand only) through Demand Draft /FDR /Bankers cheque in favour of **The Director, NIPER Guwahati** payable at any nationalized Bank located in Guwahati. The EMD issued only after the date of publication of this tender shall be valid. EMD in any other form shall not be acceptable. Tenders submitted without EMD shall be summarily rejected.

### 2. Eligibility Criteria:

Firms must meet the following criteria and furnish necessary documents in support of their compliance to the concerned criteria:-

- a. Bidder must be in business of providing services for hiring of diesel driven vehicle for last 5 years reckoned from the last date of the month proceeding the month in which tenders are called for. This should be supported by documentary proof.
- b. The firm should also have successfully completed a minimum of three (03) such contract services in Government Departments/Organizations/Institutions in the state of Assam during the last 5 years reckoned from the last date of the month proceeding the month in which tenders are called for.
- c. The firm should also have registered office/partnership operating at Guwahati.
- d. The Firm having minimum 02 no's of tempo travellers (one 27-seater and one 16-seater) which are well maintained and fully functional in all respects (not older than January 2020) for hiring contract on regular basis, in the name of firm/proprietor/spouse. The tempo traveller of the partner will be counted additional and the same are to be supplied with **due letter of authorization**. Only **commercially registered tempo travellers with inter- state permit** will be considered. In support of this fact, the attested copies of registration certificates of the tempo travellers under possession of the vendor need to be submitted and the original, if required, may be asked to be produced.
- e. Must have travel and transport as its nature of business
- f. The firm should have a **turnover of Rs.10.00 lacs per annum** (each year) for the last three (03) consecutive years (Financial Years 2019-20, 2020-21 & 2021-22).



### 3. Documents Required:

- a. Job Completion Certificates with respect to the executed contracts (*for ascertaining qualification under points 2a & 2b*). The Submission of just Work Orders may be avoided.
- b. Copy of the registration of the office at Guwahati (*for ascertaining qualification under points 2c*)
- c. The vendor may submit the attested copies of commercial vehicle registration certificates (**with date of registration after 01/01/2020**) of the tempo travellers intended to be deployed at NIPER, Guwahati, in the event of securing the contract (*for ascertaining qualification under points 2d*).
- d. Registration certificate of the firm/Statutory Documentary proof bearing the Name and complete address of the firm as well as the authority to which registered (*for ascertaining qualification under point 2e*).
- e. The original Turnover Certificate (for FY 2019-20, 2020-21 & 2021-22) with due attestation of a CA (*for ascertaining qualification under point 2f*).
- f. Copies of PAN, GST of the firm (Details of owner may be submitted in case of Proprietorship)
- g. Full particulars of the organization/ institutions with the address/es of the institution/s to whom similar services have been provided by the firm in the past with the certificates/ job completion orders, if any, received from these institutions /organizations after satisfactory completion of the contract.
- h. Affidavit to the effect that NIPER Guwahati is absolved of any liability which accrues during the contract period, excluding tender conditions agreed upon, should be submitted by the tenderer as per the proforma given in tender document.
- i. Copies of the last Filed IT Returns of three consecutive Financial Years

Adequate care may be taken while submitting required documents in support of the bidder's compliance with the selection criteria to avoid rejection of their bid.

\* - The individual signing the tender and other documents connected with contract must specify whether he signs as:-

- (a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners

of the firm.

- (c) Directors or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

**Note Below:**

- i) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly signed & affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- ii) In the case of partnership firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any party, the tender and all other related documents must be signed by all partners of the firm.
- iii) In case of the application being made by a Private Limited Company, a copy of the Certificate of incorporation from the Registrar of Companies, Memorandum and Articles of Association of the company is required to be submitted.
- iv) In case of Sole Proprietorship, general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly signed & affirmed by the Proprietor. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- v) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, this office may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- vi) Firm shall self-certify each page of the tender document as a token of its understanding / acceptance of the various terms contained therein. Overwriting and Corrections may be avoided as these may lead to rejection of the bids.

**4. SUBMISSION OF TENDERS:**

- a. The tender should be submitted in two parts namely, **Technical Bid** (in form given at **Annexure-III**) including the **Earnest Money Deposit and Financial bid** (in form given at **Annexure-IV**) and *each should be kept in a separate sealed cover. Both the bids should be kept in another sealed cover addressed to The Registrar, NIPER Guwahati. The sealed envelope containing both i.e. technical & financial bids should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be superscripted with subject of Tender, and "Technical Bid" or "Financial bid" as per the document contained in the envelope & date of opening of tender including tender number.*

- b. Bids without page Numbers and completely filled-in details in Annexure – III (from item No. 1 to item No. 11(j)) will not be considered for evaluation and also bids would be evaluated solely on the basis of the information provided in Annexure-III.
- c. It is the responsibility of the tenderers to see that the completed bidding documents along with acceptance of all the terms and conditions of the tender are submitted by the specified date and time, to avoid outright rejection of their bids.
- d. All the tender documents and supporting documents should be filled properly and sealed into a sufficiently large envelop super scribed as **“Tender for hiring of diesel driven tempo traveller with driver”**. The envelope containing the completed tender should be addressed to **The Registrar, NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH, GUWAHATI, Sila Katamur (Halugurisuk), P.O.: Changsari, Dist: Kamrup, Assam, Pin: 781101**
- e. The Completed tenders should reach by registered post, courier or by hand within the due date & time prescribed above. NIPERG shall not be responsible for any postal or other delays. Tenders received after the due date & time shall not be entertained and will be treated as late quotations and liable for rejection.
- f. Tenders on plain paper shall be treated as invalid and shall be summarily rejected.

#### 5. OPENING OF TENDERS:

- a. Tender shall be opened on 20.03.2023 at 3:00 PM in presence of firm owner/representatives of the tendering parties who wish to remain present. Only one authorized representative of the firm (with proper Letter of Authorization by the firm owner) shall be allowed to be present in the room while opening the tenders. Opening of financial parts will be intimated accordingly.
- b. In case NIPER Guwahati is closed on 15.09.2022 due to any reason, the last date and time will automatically be shifted to the next working day

#### 6. THE SHORT LISTING:

A short list of tenders is expected to be ready within one week after opening of the tenders, following the techno-commercial review and Price comparison of the techno-commercially qualified bids. EMD of other tenderers, other than the one on whom the contract is bestowed upon, shall be returned when the offer for the services are finalized by NIPER Guwahati.

#### 7. DISPUTES:

In case of any dispute arising with regards to this tender or its conclusion, the decision of the Director, NIPERG shall be final.

#### 8. AWARD OF CONTRACT

##### 7.1 Award Criteria

Work will be awarded to the firms found to be eligible and which quotes lowest

rate among technically qualified bidders. This criteria notwithstanding, NIPER, Guwahati reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority of NIPER, Guwahati in this regard shall be final and binding.

In the process of shortlisting of eligible transport agencies the institute may ask for Physical demonstration of tempo traveller being provided.

### **7.2 NIPERG Right to accept any Bid and to reject any or all Bids**

Director, NIPERG reserves the right to accept or reject any bid in part or full, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NIPERG action.

### **7.3 Performance Security**

The Successful Vendor will furnish performance security in favour of the Director, NIPER Guwahati for an amount of Rs. 50,000/- (Rupees fifty thousand only) for Hiring contract of diesel driven tempo traveller on regular basis, valid for a period of sixty days beyond the date of completion of all contractual obligations as specified in the work-completion order issued by NIPER-G, in the form of an Account Payee Demand Draft/ Fixed Deposit/Bankers Cheque or a Bank Guarantee from a Commercial bank in the Security Deposit Form. The Performance Security Deposit must be submitted within 7 days from the date of acceptance of the tender. The Earnest Money Deposit of the successful firm shall be refunded after receipt of Security Deposit.

### **7.4 Corrupt or Fraudulent Practices**

- i. Vendors shall observe the highest standard of ethics and integrity during the procurement process and execution of the contract.
- ii. NIPERG will reject a proposal for award if it determines that the Bidder recommended for award has attended or engaged in corrupt or fraudulent practices in competing for the contract in question.

## **9. OTHER CONDITIONS APPLICABLE TO CONTRACT**

### **8.1 ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER**

- For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter exclusively to this effect and sent by registered post and the same is duly acknowledged by NIPER Guwahati. The

Contractor shall be solely responsible for the consequences of any omission to notify a change of address in the aforesaid manner.

- Any communication or notice on behalf of NIPER Guwahati in relation to the contract may be issued to the contractor by the Director, NIPERG or any other officer authorized by him on his behalf and all such communications and notices may be served on the Contractor either by Registered Post or speed post or by ordinary post or by hand delivery or by email at the option of such officer.

## **8.2 RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT**

- The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The Contractor shall be responsible for all loss, destruction, damage or deterioration of the tempo traveller from any cause whatsoever.

### **➤ Consequence of Breach**

- Should the Contractor or Partner in the Contractor firm commit breach of either of the conditions, it shall be lawful for the Director, NIPERG, to cancel the contract.
- The decision of the Director, NIPERG as to any matter of thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed shall be final and binding on the Contractor.

## **8.3 LAW COVERING THE CONTRACT**

- The contract shall be governed by the Law of Contract for the time being in force.
- Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued i.e. Guwahati, shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.

## **8.4 ARBITRATION**

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of the materials, as to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the Contract, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person nominated by the Director, NIPERG and if he is unable or unwilling to act to the sole arbitration, some other person appointed by him willing to act as such arbitrator. The submission shall be deemed to be submission to Arbitration under the meaning of the Arbitration Act, 1940 or any satisfactory modification of re-enactment thereof

for the time being in force, conclusive and binding on all parties of the Contract. The venue of the arbitration shall be NIPER Guwahati.

#### **8.5 TENURE OF CONTRACT**

Based on the performance of the contract executing party, the contract will be initially for a period of one(01) year, further extendable once by an year upto maximum of three(03) years. The decision to extend the contract rests purely upon the discretion of the competent authority at NIPER Guwahati.

The price quoted shall be firm till the completion of the initial engagement of the contract. In case the contract is extended the rates would be as per the mutually agreed terms & conditions between the contractor & NIPER Guwahati.

#### **8.6 PAYMENT UNDER THE CONTRACT**

- No payment in advance shall be considered.
- Payment will be made on monthly basis on submission of bills by the contractor subject to finding the service acceptable and in accordance with the instructions given in the Acceptance of Tender.
- The contractor shall submit the bill at each stage/in the **first week of following month** in respect of previous month for sanction of the amount of bill and passing the bill for payment.
- All payments shall be made by cheque/ e-payment only after deducting appropriate taxes as declared by Government from time to time.
- Director, NIPER Guwahati shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties imposed by the Institute, if any.
- The term 'payment' mentioned above includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- Counter conditions by the tenderers for matters concerning payment of bills shall not be acceptable.

#### **8.7 VALIDITY OF THE CONTRACT:**

The bids shall be valid for a period of **90 days** from the date of opening of the tenders.

#### **8.8 SIGNING OF THE CONTRACT**

NIPERG would notify the successful Bidder that its bid has been accepted, NIPERG will send the Bidder the contract agreement incorporating all agreements agreed between the parties. Within one week of receipt of the Contract Form, the successful Bidder shall sign and date the two copies of Contract and return it to NIPERG.

Sd/-

**Registrar i/c  
NIPER Guwahati**

**GENERAL TERMS AND CONDITIONS**

1. There should be a first aid box, dustbin, GPS navigation system and air freshener spray, hand sanitizer etc. in all tempo traveller.
2. The driver should be well conversant about the routes and must carry the mobile phone with him for which, no separate payment shall be made by NIPERG.
3. The firm must provide vehicle for local movement in and out of Guwahati, and other field places in Assam and neighboring states.
4. The agency should abide by all statutory requirements for running the vehicle on contract and NIPERG will in no way be liable towards taxes, fee, penalties, cost of fuel, and salary to drivers, maintenance or any other charges payable except the contract price, parking charges and toll tax, if any.
5. The vehicle should have necessary permits from the transport Dept. /Authority. NIPERG will not be responsible for any challan, loss, damage and accident to the vehicle or any other vehicle or injury to anybody.
6. The contractor should have enough resources to repair their vehicle in minimum possible time. When required, they should be in a position to substitute/replace or arrange extra vehicle at very short notices. In case the vehicle is found not to be in working condition, it shall be returned for immediate replacement. In case no replacement is provided on time, this office would have a right to hire a vehicle from the market and twice the additional cost incurred by this office will be borne by the contractor.
7. Contractor shall comply with all statutory Acts, labour laws/regulations/motor vehicle Act etc.
8. All legal obligations which include insurance, pollution control, road tax & other compliances shall be compiled by the contractor & NIPERG will not take any responsibility in this regard.
9. Tempo traveller may be deputed for out station duty also as per requirement. For sending the vehicle to states other than Assam state, any other taxes other than road tax will be reimbursed on production of original receipt.
10. The vehicle should have the comprehensive insurance of vehicle, driver and passengers etc. to cover the risk during the contract period. In case of any accident, all the claims arising out of it shall be met by the contractor and no claim whatsoever shall be borne by NIPERG.
11. In case of any dispute of any kind and in any respect whatsoever, the decision of Director, NIPERG shall be final and binding.
12. The contractor shall not engage any sub-contractor or transfer the contract to any other person or Agency.

13. The contract vehicle will bear proper monograms "On Govt. of India Duty" in Hindi and English at front and rear of the vehicle or any other monogram as approved by NIPERG.
14. Local Journey indicated in Category of Journey in Annexure-IV (rate for hiring tempo traveller etc. in NIPER) includes all towns in and around Changsari.
15. A certificate should be produced by the transporter from the competent authority to certify the proper status/functioning of the "odometer". Kilometer reading meter should be completely sealed and should not be tampered. A thorough checking will be conducted from time to time and if found guilty, the NIPERG shall have the right to impose penalty of Rs.1000/- per day for the no. of days vehicle has been used and / or cancel the contract.

#### 18. PENALTIES:-

S.N.	Causes of Penalties	Amount (Rs.)
1	Older model (other than prescribed model)	10% reduction in quoted rate for each day of default.
2	For late reporting per occasion	Rs.200/-per hour or part thereof
3	Unclean or non-road worthiness of vehicle deployed	Rs.500/-per incident
4	Misbehaviour of driver/disobeyed the instructions of NIPERG	Rs.500/-per incident
5	Non provision of vehicle as per requirement	Deductions at double the rate of hiring rate (from the open market) on prorata basis
6	Any lapse noticed during operation of contract other than listed in clause of penalties including supply of vehicle without navigation system	Rs.500/-per incident
7	The Driver should be well conversant with the roads/streets and lanes of Guwahati. In other words well experienced driver.	Rs.500/-per incident

The Penalties shall be deducted from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Director, NIPER Guwahati.

19. The decision of NIPERG, on all types of penalties, shall be final and binding on the firm.
20. In case for any reason, the commercial vehicle is not provided, the liability of not providing such vehicle and running any other vehicle rests with the service provider only.



21. It is obligatory for the contractor that drivers are paid at least minimum wages according to minimum wages fixed by the govt. of India from time to time.
22. NIPERG shall not be responsible for any accidents or other legal issues associated with the hired vehicle and the service provider should furnish **an affidavit** to the effect prior to signing of the agreement.
23. The Service Provider should furnish the odometer reading to the office In-charge (Vehicle) or his authorized person prior to commencement of the trip by SMS as well as at end of the trip with vehicle number and time. Any deviation to this condition shall attract penalty as mentioned under penalties.
24. The Service Provider must abide by all rules, regulation, guidelines in force in the operating States with respect to running a transport agency.
25. It will be the responsibility of Drivers to **maintain log books** connected with travel, which needs to be presented to administration for verification. **This will be an essential document for passing the transporters bills.** The Drivers who are being assigned the job of driving must be able to read and write English and local language.

**ANNEXURE-II**

**CERTIFICATE OF ACCEPTANCE OF TERMS & CONDITONS**

I/We have read and fully understood the Terms & Conditions as laid down in Qualification for Tender and Annexure-I, in respect of tender for hiring of diesel driven tempo traveller with driver.

I/We agree to abide by the same.

I/We have read, understood and signed all the pages of the Tender Document Booklet which I/We are submitting.

Stamp & Signature of the Authorized Signatory

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone No \_\_\_\_\_

## PERFORMA FOR TECHNICAL INFORMATION (MANDATORY)

(Please go through the terms and conditions stipulated in tender document before filling up this Performa)

1	Name and complete address of the firm/organization	
	Tele. No	
	Fax No.	
	Email ID	
2	Status of the organization (i.e. Whether proprietorship, partnership, Pvt. Ltd./ Public Ltd. company, Regd. Under societies Regn. Act etc.	
3	Registration No. of organization (Please attach certificate of Regn./Incorporation)	
4	Name and authorized person of the firm/organization	
	Tel. No	
	Fax No.	
	Mobile	
	Email	
5	Business of the organization	
6	GST No.	
	PAN of the organization	
7	Details of EMD (Enclosed DD)	DD/Bankers  cheque No.....dated ..... for Rs.....drawn on ..... Bank in favour of Director, NIPER Guwahati payable atGuwahati.
8	Do you agree with the terms and conditions stipulated in TenderDocument	
9	Name and address of three prominent organizations provided with similar services by you in the recent past (please also furnish copies of the supply orders)	
10	Name and address of the partnership firm	

11	<b>DETAILS OF DOCUMENTS SUPPLIED</b>	
	<b>DOCUMENT</b>	<b>Page/ Annexure No. of Enclosed bid</b>
a)	Copy of Registration Certificate of the Business in Travel & Transport containing the date of incorporation of the business	
b)	First ' <b>Work Completion Certificate</b> ' pertaining to contract services for providing vehicles Government Departments/Organizations/Institutions in the state of Assam during the last 5 years	
c)	Second ' <b>Work Completion Certificate</b> ' pertaining to contract services for providing vehicles Government Departments/Organizations/Institutions in the state of Assam during the last 5 years	
d)	Third ' <b>Work Completion Certificate</b> ' pertaining to contract services for providing vehicles Government Departments/Organizations/Institutions in the state of Assam during the last 5 years	
e)	Documentary proof of having registered office/partnership operating at Guwahati	
f1)	Attested copies of commercial vehicle registration certificates ( <b>with date of registration after 01/01/2020</b> ) of the tempo travellers intended to be deployed at NIPER, Guwahati, in the event of securing the contract	
f2)	Letter of authorization of the partner for supplying the travellers, if the registration certificate copies submitted are not in the name of the bidder	
g)	The original Turnover Certificate (for FY 2019-20, 2020-21 & 2021-22) with due attestation of a CA	
h)	Copies of PAN, GST of the firm (Details of owner may be submitted in case of Proprietorship)	
i)	Copies of the last Filed IT Returns of three consecutive Financial Years (FY 2019-20, 2020-21, 2021-22)	

	DOCUMENT	Page/ Annexure No. of Enclosed bid
j	Affidavit absolving NIPER, Guwahati of any liability which accrues during the contract period, excluding tender conditions agreed upon, should be submitted by the tenderer as per the proforma given in tender document	

**Declaration**

- a) It is certified that the information furnished above is correct.
- b) I/We have gone through the terms and conditions stipulated in Tender Document and confirm to abide by the same. Disagreement and solution proposed has been listed in a separate sheet and being attached with this Bid. A copy of the Terms and Conditions with its each page signed, in token of acceptance of the same is enclosed.
- c) In the event of being awarded the contract, I/We would furnish all the documents pertaining to the tempo-travellers to be provided to the Institute viz. the R.C. Book, Road Tax Clearance Certificate, Registration Certificate with Regional Tax Authority, Valid Insurance Policy Certificate, Valid Pollution Certificate, Vehicle Fitness Certificate, etc.
- d) I/We understand that my/our bid is liable to rejection if we don't number the pages of our technical bid and fill Annexure – III completely (from item No. 1 to 11(j) ).
- e) We understand that the decision of the Office of NIPER to accept/reject 'the points of disagreement and proposal solution provided by us'; would be final and binding.
- f) The signatory to this bid is authorized to sign such bids on behalf of the organization.

Signature:-.....

Name:-.....

Designation:-.....

Contact no.....

Date:-.....

Place:-.....

**CHECK LIST FOR THE TENDERER**

S.No.	Description of Requirement	YES/NO	Page/ Annexure No of Enclosed bid
<b>GENERAL</b>			
A	Have you read the tender document in full and noted conditions of hiring?	Yes / No	
B	Acceptance of Terms and Conditions attached. Each page of the original tender including terms and conditions, to be duly signed as token of acceptance and submitted as part of tender document.	Yes / No	
C	Whether you have written the rates in figures and words.	Yes / No	
D	Whether the EMD is enclosed in required format as per the requirement?	Yes / No	
E	Whether the essential documents have been attached?	Yes / No	
F	Copies of Balance Sheet and Income Tax Return for last 3 years duly certified by CA – whether enclosed?		
G	Financial bid proforma completed and sealed in a separate envelope	Yes / No	
<b>SPECIFIC</b>			
1	Whether the firm is registered with Regional Transport Authority?	Yes / No	
2	R.C. Book	Yes / No	
3	Road Tax Clearance Certificate	Yes / No	
4	Copy of Registration Certificate/Allotment Letter of PAN from Income Tax Dept.	Yes / No	
5	Copy of Registration Certificate /Allotment Letter of GST Document relating Goods & Service Tax Number	Yes / No	
6	Certificate of the Valid Insurance Policy	Yes / No	
7	Valid Pollution Certificate (PUC)	Yes / No	
8	Vehicle Fitness Certificate		
9	Partnership deed, if applicable	Yes / No	
10	Details of other organizations where	Yes / No	

	such contracts are undertaken (attach supportive documents)		
11	List of Arbitration cases (if applicable)	Yes / No	

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encl: 1. DD/Pay Order No.....

2. Terms and Conditions (each page must be signed and sealed)

3. Financial bid.

4. Supporting Documents

(Signature of Tenderer with seal)

Name:

Office Address:

Seal:

Date:

Place:

**Undertaking format for affidavit**

I \_\_\_\_\_ S/o \_\_\_\_\_  
hereby absolve NIPERG of any liability/Legal Complications which occur by utilising  
the vehicle supplied by me/us including accidents; except those which are part of the  
condition of the tender documents and agreed upon by both the parties.

\_\_\_\_\_  
Signature with Stamp

**Verification**

Verified at \_\_\_\_\_ on \_\_\_\_\_ that the contents are  
true to my knowledge.

\_\_\_\_\_  
Signature with Stamp



## ANNEXURE IV

Description of work		Unit	Vehicle Qty.	Rate Quoted By Bidder				
				Rent of the Vehicle (A)	Rate per KM (B)	*RATE FOR 2000 K.MS(C)	APPX MATE TOTAL VALUE FOR MONTH A+C (D)	TOTAL COST IN WORDS
HIRING OF DIESEL DRIVEN TEMPO TRAVELLER WITH DRIVER (16 - seater)		Per Month	1					
HIRING OF DIESEL DRIVEN TEMPO TRAVELLER WITH DRIVER (27 - seater)		Per Month	1					
GRAND TOTAL TENDER AMOUNT (RS.) (BOTH IN WORDS & IN FIGURE)								

\* This is for calculation purpose only and the vehicle may be used for more or less than 2000 km per month.

NOTE: PLEASE OFFER STANDARD PACKAGE FOR DAY, OUTSIDE TOURS, FIELD VISITS WHICH MAY BE MORE THAN ONE DAY.

For Local trips: - Minimum charge for each hiring which includes No of hours and fixed kilometres. Therates for extra mileage and Hours of use may be indicated.

1. The criteria for deciding L1 is the rate quoted in column "D" only. Two separate contracts will be issued for hiring of vehicle on regular basis and hiring of vehicle on need basis.
2. The rates quoted are inclusive of driver salary, fuel, and maintenance. (\*excluding Parking charges and toll tax which will be paid on production of the receipts).
3. GST and other statutory taxes will be loaded extra.
4. The price quoted shall be firm till the completion of the contract including the period of extension, if any.

