



**निविदा आमंत्रण सूचना / NOTICE INVITING TENDER**

सं/ No. : 04/2015

दिनांक/Date: 01.09.2015

for

**Hiring of vehicle**

Sealed Tenders are invited on behalf of the Director, CSIR-NEIST, Jorhat-785006 (Assam) for “**Hiring of agency for providing vehicle**” for a period of **one year**. The bids are invited from the prospective contractors/ agency holding a valid certificate issued by the competent authority of a **PSU / Central / State Govt. / Pvt. Organization** for satisfactory performance of a similar contract providing vehicles for at least **one year as** on the date of **N.I.T.** and having vehicles either owned or leased. Annual Estimated cost of the tender is **₹s-3,00000/- (Rupees Three lakhs only)**.

The tender documents may be purchased from **General Section, Admin Building, CSIR-NEIST, Jorhat-785006, Assam**) by paying **₹s. 500/- (Five hundred)** as cost of tender documents OR downloaded directly from the website [www.neist.res.in](http://www.neist.res.in) in which case the tender fee in the form of a **DD of ₹s 500/- (Five hundred)** in favour of **Director, CSIR-NEIST** , shall be payable as cost of tender documents. The bid must be submitted **on or before 15.09.2015 by 13:00 hrs, along with the appropriate EMD and DD for cost of tender document, if not purchased in cash.** The **bid** shall be **opened at 15:00 hrs** on the above date in the presence of such bidders or their authorized representatives who may wish to be present.

The time schedule of tendering is specified below:

1.	Issue of Tender documents	From 01. 09. 2015 to 14. 09. 2015 (All working days during 10 am to 5pm.)
2.	Last date and time for submission of sealed Tender	15.09. 2015 (up to 1-00 PM )
3.	Date & time of opening of Bids	15.09. 2015 at 3-00 PM (or earliest convenient time thereafter)
4.	Earnest Money Deposit	₹s 6000 /-
➤ <b>NOTE: Offers received by FAX/email will be summarily rejected.</b>		

The Director, CSIR-NEIST, Jorhat reserves the right to accept/reject any offer in part or full without assigning any reason thereof.

स्थान/Place : Jorhat, Assam

Sd/-  
प्रशासनिक अधिकारी/Administrative Officer

## INSTRUCTIONS TO BIDDERS

### SERVICES TO BE PROVIDED

1. Services to be provided: are given in **Section-VI**.

### 2. Eligible Bidders:

- a) The bidder holding a valid certificate issued by the competent authority of a **PSU / Central / State Govt. / Pvt. Organization** for satisfactory performance of the contract for hiring out vehicle for at least **one year**.
- b) The bidder should own or have on lease the required vehicle, not older than model **year 2012**.

### 3. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of the bid. CSIR-NEIST shall in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

### 4. Bid Document

#### 4.1 Bid document includes:

- a. Notice Inviting Tender.
- b. Instructions to bidders.
- c. General condition (Commercial) of the contract.
- d. Special conditions of contract, if any.
- e. Financial bid.
- f. Services to be provided.
- g. Bid form and price schedule.
- h. Non Relationship Certificate.
- i. Performance Security Bond Form.
- j. Letter of authorization to attend bid opening.

**4.2** The bidder is requested to examine all instructions, forms, terms and specifications in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

**4.3** A prospective bidder requiring any clarification on the Bid document shall notify CSIR-NEIST in writing. CSIR-NEIST shall respond in writing to any request for the clarification of bid document which it receives not later than **7 days** prior to the date of opening of Tender.

### 5. Documents required to be submitted for establishing Bidders Eligibility and Qualifications

(I) Partnership Deed or proprietorship deed or articles/Memorandum of Association or the lease deed for use of the vehicles in case the bidder is not the registered owner as the case may be.

(II) Service Tax Registration Number.

(III) E.M.D. as shown in NIT.

(IV) Experience certificate from any of the **PSU / Central / State Govt. / Pvt. Organization as specified in**

#### **N.I.T.**

(V) PAN Number (**Permanent Account Number**).

(VI) Tender document duly signed on each page.

### 6. Amendment to bid document

- I. At any time, prior to the date of submission of bid, CSIR-NEIST may, for any reason either of its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- II. The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

## 7. Documents comprising the bid

The bid prepared by the bidder shall comprise the following components.

- A. Documentary evidence established in accordance with **clause (2)** that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- B. Bid security furnished in accordance with **N.I.T.**
- C. A clause by clause compliance as per **clause 9.**
- D. Bid Form and **financial bid** completed in accordance with **clause 8 & Section-V.**

## 8. Bid Forms .

The bidders shall complete the **Financial Bid Form** as per **Section-VII** along with appropriate **Financial Bid** as **per requirement furnished in Section-V of the bid document and Techno-commercial Bid Form as per Section-VII-A.**

## 9. Clause by clause compliance.

A clause - by - clause compliance of service to be provided (**SECTION-VI**), and special condition (**Section-IV**) shall be given. In case of deviation a statement of deviation shall be given.

## 10. Bid Security

10.1 Pursuant to Clause-7, the bidder must deposit **Rs.6,000/- (Rupees Six Thousand Only)** as Bid Security. The Bid Security shall be in the form of **Demand Draft only, in favour of North East Institute of Science and Technology.** The said Demand Draft of Earnest Money must be attached with the **Techno-commercial bid** documents.

10.2 The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with **Clause-15** and furnishing of the performance security.

### 10.3 The Bid Security may be forfeited if:

- a) the bidder withdraws his bid` during the period of bid validity specified by the bidder in the bid form.
- b) the successful bidder fails -
  - i) to sign contract in accordance with **Clause-17.**
  - ii) to furnish performance security in accordance with **Clause-2 of Section-III.**
- c) A bid not secured in accordance with **para 10.1** shall be rejected by the CSIR-NEIST as **non-responsive** at the bid opening stage and returned to the bidder unopened.

10.4 The bid security of unsuccessful bidder(s) will be **discharged/returned** as early as possible after declaring **non responsive** by the **Tender Evaluation Committee (TEC)** but in no case later than 03 days from the date of award letter to the successful bidder.

11. **Format and signing of bid.** The bidder shall prepare one complete set of **bid** and place in a sealed cover addressed to : **The Director, CSIR-NEIST , Jorhat-785006, Assam.**

11.1 The bid shall be typed or printed or filled legibly in hand and all pages numbered consecutively and shall be signed by the bidder or a person duly authorized to bind the bidder the contract.

11.2 The overwriting/erasures in the bid made by the bidder shall be signed by the person signing the bid.

11.3 The letter of authorization in the name of person(s) so authorised shall accompany the bid. **All pages of the bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed.**

## 12. Submission of bid.

The tender should be submitted in a sealed envelope with the words **"Tender for "Hiring of agency to provide vehicle"** and name and address of bidders on the envelope.

- i) The sealed tender superscribed **"Tender for "Hring of agency to provide vehicle"** should be deposited at CSIR-NEIST , Jorhat, upto **the time as specified in the N.I.T. CSIR-NEIST , Jorhat** will not be responsible if the bids are delivered elsewhere except the designated spot.
- ii) Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.

### 13. Bid opening

**CSIR-NEIST , Jorhat** shall open the **Bid** cover containing documents detailed as per **clause-(12)** in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. **Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in Section-X).**

### 14. Evaluation

**14.1 CSIR-NEIST, Jorhat** shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.

**14.2** If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation **CSIR-NEIST, Jorhat** will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by **CSIR-NEIST, Jorhat**.

**14.3 CSIR-NEIST , Jorhat** shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered excluding all taxes i.e. toll tax, Bridge Toll Tax, Service Tax, Border Tax, Parking Charges, State permit expenses as per actual as indicated in the price schedule in **Section-V** of the bid document.

**14.4** Bid for hiring of "**Hiring of agency to provide vehicle**" shall be evaluated and will be awarded to the **L-1 eligible bidder arrived at** after calculating the total estimated cost as per evaluation criteria.

### 15. Award of Contract

**CSIR-NEIST, Jorhat** shall consider a letter of intent only to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within **2 weeks** of issue of letter of intent, give his acceptance along with performance security in conformity with **Section-IX** with the bid document.

### 16. Right to vary quantities

(i) **CSIR-NEIST, Jorhat** reserves the right at the time of award of contract to increase or decrease the required quantity of the services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms and conditions.

### 17. Signing of Contract

17.1 The Bidder shall be liable to sign the agreement within 15 days of the receipt of work award letter or letter of intent.

17.2 Signing of Agreement shall constitute the award of hiring contract on the bidder.

17.3 Upon the successful bidder furnishing the Performance Security the **CSIR-NEIST, Jorhat** shall discharge its bid security in pursuant to **clause 10**.

### 18. Annulment of Award

Failure of the successful bidder to comply with the requirement of **clause 17** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event **CSIR-NEIST, Jorhat** may make the award to any other bidder at the discretion of **CSIR-NEIST Jorhat** or call for new bids.

### 19. Period of validity of bid

(i) The bid shall remain **valid for 90 days** after the date of opening of bids. A bid valid for a shorter period shall be rejected by **CSIR-NEIST, Jorhat** as **non-responsive**.

(ii) A bidder accepting the request of **CSIR-NEIST, Jorhat** for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

## SECTION-III

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT :

#### 1. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in **N.I.T.** unless otherwise agreed by **CSIR-NEIST, Jorhat.**

#### 2. Performance Security

2.1 The successful bidder shall be required to deposit an amount equal to **10%** of the Tendered value within **2 weeks** of conveying **CSIR-NEIST, Jorhat** intention for accepting the bid, as Performance Security.

2.2 Performance Security shall be submitted in the form of Bank Guarantee valid for a period of 60 days beyond the expiry of the contract issued by nationalized / scheduled Bank and the Performa provided in **Section-IX** of the bid document.

2.3 Performance Security will be discharged after completion of contractor's performance obligations under the contract.

2.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for **CSIR-NEIST Jorhat** to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

#### 3 EXECUTION TIME LIMIT

3.1 The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

#### 4. PAYMENT TERMS

4.1 Monthly bills shall be submitted by the 10th of succeeding month in duplicate to the **CSIR-NEIST, Jorhat** specified in contract along with log book duly signed by the user and monthly summary sheet.

4.2 Certificate that no vehicle is being supplied having registration in the name of employee of **CSIR-NEIST, Jorhat** or close relative shall be given on body of the bill while submitting claim.

4.3 Payment of all taxes/ insurance or such other charges as required to be paid under the laws **except** Toll Tax, Bridge Toll Tax, Service Tax, Parking Charge shall be the liability of the contractor. Toll Tax, Bridge Toll Tax, Service Tax, Parking charge, etc. shall be paid by **CSIR-NEIST, Jorhat**, on production of original receipt.

4.4 The following documents may be submitted for verification as and when required by **CSIR-NEIST, Jorhat**

a. Copies of RCs of vehicle.

b. Copy of challan of payment of service tax for previous month.

c. Copies of challan, along with schedules showing the names of drivers, account Nos for crediting EPF/ESI payments ,if applicable, for previous month.

4.5 (i) Rates charged by the contractor for the services given under the contract shall not be higher than the rates in section-V.

(ii) The taxes and statutory levies shall be taken as per actual on production of original receipt.

(iii) Rates as stated in agreement shall remain fixed during entire period of contract & shall not be subject to variation on any account.

4.6 Payment shall be released after deduction of taxes etc. if any.

#### 4 (a) PRICES

4 (a) i) Rates charged by the contractor for the services given under the contract shall not be higher than the rates quoted by the contractor in his bid.

ii) The taxes and statutory levies shall be taken as per actuals on production of original receipts.

iii) The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account except a rise in fuel prices. In such a case every 15% rise in fuel prices shall cause the bid price quoted to be increased by 5%. Any increase less than 15% in fuel prices shall not cause revision of the price bid and the price shall remain constant for the period of contract. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

#### 5. Termination of Contract

5.1 **CSIR-NEIST, Jorhat** may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

(a) If the contractor fails to arrange the supply of the vehicle within the period(s) specified in the contract or any extension thereof granted by **CSIR-NEIST Jorhat**.

(b) If the contractor fails to perform any other obligation (s) under the General & Special Conditions of the contract.

5.2 **CSIR-NEIST, Jorhat** may without prejudice, to other rights under law or the contract provided get the hiring of vehicle done at the risk and cost of the contractor, in above circumstances.

#### **6. Termination for insolvency**

**CSIR-NEIST, Jorhat** may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

#### **7 Force Majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of **CSIR-NEIST, Jorhat** as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

#### **8. Arbitration**

8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of **Director, CSIR-NEIST Jorhat**, or any other person appointed by him. The adjudication of such Arbitrator shall be governed by the provisions of the **Arbitrator and Conciliation Act 1996**, or any statutory modification or re-enactment there of or any rules made thereof.

8.2 The venue of Arbitration proceeding shall be Office of **Director of CSIR-NEIST at Jorhat** or such other place as the arbitrator may decide.

#### **9. Set Off**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by **CSIR-NEIST, Jorhat** and set off the same against any claim of **CSIR-NEIST, Jorhat** for payment of a sum of money arising out of this contract or under any other contract made by contractor with **CSIR-NEIST, Jorhat**.

## SECTION-IV

### SPECIAL CONDITIONS OF CONTRACT:

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section II and general (commercial) conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in section II and section III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. **CSIR-NEIST, Jorhat** reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
4. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
5. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
6. No sub-contracting is permissible by **CSIR-NEIST, Jorhat**. The near relatives of all **CSIR-NEIST, Jorhat** employees either directly recruited or on deputation are prohibited from participating in this tender. The near relatives for this purpose are defined as:
  - (a) Members of a Hindu Undivided Family,
  - (b) They are husband and wife,
  - (c) The one is related to the other in the manner as father, mother son(s), son's wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
7. The tenderer(s) should give a certificate to the effect that none of his / her relative is working in the units of **CSIR-NEIST, Jorhat** as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The **CSIR-NEIST, Jorhat** will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
8. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The **CSIR-NEIST, Jorhat** shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under **Section-29 of IPC** and any loss caused to **CSIR-NEIST, Jorhat** have to be suitably compensated by contractor.
9. The contractor when called upon to do so, shall place at the disposal of **CSIR-NEIST, Jorhat**, such additional vehicle as may be required to meet any additional requirements for the purpose of execution of the contract at the same rate terms and conditions as of the comparable class of vehicle under contract.
10. **In no case a vehicle that is not registered, shall be supplied to CSIR-NEIST Jorhat and taxes, insurances, Road tax etc. due on such vehicles shall be sole liability of the contractor.**
11. The contractor shall send the vehicle for periodical servicing at his own cost and **CSIR-NEIST, Jorhat** will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the contractor's liability.

12. **CSIR-NEIST, Jorhat** reserves right to counter offer price against the one quoted by the bidder.
13. Regular checking of meter by the designated transport authority may be got done by the contractor, and requisite certificate may be shown to **CSIR-NEIST, Jorhat** as and when demanded.
14. The contractor should ensure that at the end of duty entries in the log book are completed and signed by the users. The Log Book should be maintained as per Format given in Annexure **Section-XI**.
15. Driver(s) of Car(s) should be well behaved & have mobile phone & his mobile number must be intimated to CSIR-NEIST, Jorhat.
16. The contractor shall provide his employees a uniform which shall be worn by them all the time while on duty. The cost of uniform shall be borne by the contractor and the name tab shall be displayed at all time.
17. CSIR-NEIST, Jorhat reserves the right to ask other tenderers to specify if they are willing to provide car at the lowest quoted price in case the L1 tenderer does not have the requisite car at his disposal or if there is a shortfall in the quantity desired and that being offered. Such an offer shall be made as per the rates offered, with the lowest quoting firm getting the first option and in case of refusal shall continue from lowest to higher.
18. The EMD shall be payable Rs-6000/ for one vehicle.
19. The vehicle being bid for should be either registered in the name of the bidder or the bidder should hold a lease deed from the registered owner stating that the bidder is authorized to bid for the said vehicle.
20. The charges shall be payable for the minimum monthly mileage contracted for the vehicle. Any excess/shortfall in the contracted mileage for a month shall be adjustable over the excess/shortfall of the immediately succeeding 2 months. No carry forward of excess/short mileage shall be done beyond the 2 month period.



## SECTION-V

Financial Bid :

Before offering rates the bidders are requested to go through the evaluation criteria. The rates should be quoted in figures and words both, in case of any discrepancy the rates offered in the words will be final.

### Rate List for "Hiring of agency to provide vehicle "

Table-A

Details of Vehicle and minimum monthly contracted mileage	Registration Number and year of registration	Fixed Hiring Charges for monthly km & Daily Duty hours	Extra per km charge for beyond kms/month	Extra per hour charge for beyond daily duty hours in a day in Rs	Night charges for outstation travels/ day in Rs
Indigo/Dezire/equivalent (AC) 2000 km/month					

#### #Note:-

1. Quoted price should be exclusive of all taxes i.e. Toll Tax , Bridge Tax, Service Tax, Parking Charges, which will be paid additionally as per actuals, but only on production of original receipt.
2. Condition of the Taxi/vehicle should be good & not older than model year Jan 2012.
3. Conditional Bids shall be rejected outright. The bidders shall quote a fixed lumpsum amount towards the charges for the minimum monthly contracted kilometers and nothing extra shall be payable on that account.
4. Daily duty hours shall be as specified in clause 6, section VI of this document.

#### Evaluation Criteria:-

1. The total amount will be arrived at by considering an average run of stipulate contracted mileage as shown above per month from **CSIR-NEIST, Jorhat** to different places in North East.
2. The payment will be made for mileage calculated from/to **CSIR-NEIST, Jorhat**. No dead mileage from Garage to CSIR-NEIST or CSIR-NEIST to garage shall be payable.

**SECTION-VI  
SERVICES TO BE PROVIDED**

**1. Service** Provision for **Hiring of agency to provide vehicle** with driver having valid licence for running locally/outstation and other places **as required by CSIR-NEIST, Jorhat.**

**2. Period of Contract:** Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However Contract may be extended on the same rates, terms & conditions at one time or in spells of lesser time/periods upto a cumulative maximum period of **1 year from the date of completion of first year of contract** or till an alternate arrangement is made whichever is earlier.

**3. Quantity: Number of Cars required per day (including holidays)** is one.

**4. Monthly running of Vehicle :-** Minimum Monthly contracted running of the Car would be **2000 km** approximately (for both local and outstation travel). This is only indicative and the vehicle would be required to run more or less than this figure as per requirement without any limit. The speedometer of the vehicle will be jointly signed by the owner or his authorised representative and the person-in-charge, **CSIR-NEIST Jorhat**. No vehicle without working speedometer shall be acceptable. In specific cases of speedometer breakdown, the permission for running the vehicle shall be obtained from person-in-charge.

**5.** In addition to above, the Car shall also be taken outstation and the minimum monthly contracted kilometres will be inclusive of vehicle taken for outstation drives as well. So, **tenderers are requested to provide their night charges, etc. only for taking the vehicle outstation** accordingly.

**6. Duty Hrs:** The normal duty hours are as under:

**8.00 am to 6.00 pm**

**7. Reporting Place:** Tenderer should be able to provide Car to report at **CSIR-NEIST, Jorhat 15 minutes** in advance. In case of delay in reporting for more than **15 minutes** or a part thereof a penalty of **Rs. 100/-** will be charged beyond the stipulated reporting time.

**8. Counting of** actual distance/meter reading will start and end at **CSIR-NEIST Jorhat** and no dead mileage shall be payable.

**9. Accuracy of** the meter reading should tally with the actual distance covered and with the meter reading at any particular instant and authorized officer shall have full power to check the meter for its correctness and to take action accordingly.

**10. Penalties:** I) In case of a route break down, the vehicle be replaced by other suitable vehicle immediately. In case the alternate vehicle is not provided, **CSIR-NEIST, Jorhat** will be free to engage another vehicle to complete the remaining journey at the cost of contractor. In addition a penalty of Rs. 200/- will be imposed on each such occasion.

II) If the number of break down exceeds **three** in a Month, the penalty of Rs. 500/- break down of Car will be charged from the **fourth** break down.

III) In case of non-availability / non-providing the vehicle on any day, alternate vehicle shall be hired by **CSIR-NEIST Jorhat** at the cost of contractor. A penalty of Rs. 500/- Taxi such occasion shall also be imposed in addition to the actual cost of the vehicle hired.

**11. Special Requirements:** i) **In addition to local travel, the Car may also be required to go to other states in and outside North East and as such** Intending bidder must have all valid permits for such outstation journeys. No payment shall be made by **CSIR-NEIST, Jorhat** for procuring such permits.

ii) **Requirements** Intending bidder must have telephone where requisition of vehicle can be conveyed **round the Clock. Telephone No.** must be specified in the bid.

iii) No vehicle should be supplied having registration in the Name of employee of **CSIR-NEIST, Jorhat** staff or his / her close relative and Certificate to this effect be given on the body of bill while submitting claim.

iv) Quoted price should be **exclusive of all taxes** i.e. Toll Tax, Bridge Toll Tax, Service Tax, Border Tax, Parking Charges, etc., which will be paid additionally as per actuals but only on production of original receipt.

v) **The vehicle shall be called normally on working days. However, they may be called on holidays, as per requirement. The vehicle should enter through Gate no. 2 on NH 37 and record its km reading and time of entry which shall be the sole record for ascertaining the mileage and reporting time in case of any dispute.**

vi) **Journey to outstation: Total Kms. for journey to outstation travel will be utilised out of minimum monthly contracted kms. during a particular month.**

vii) **Shortage in utilization of contracted Kms. if any during a particular month will be adjusted over a period of subsequent two months but shall not be carried forward beyond that.**

viii) Intending bidder should arrange to issue of proper uniform and identity card to his driver after verifying the antecedents of his drivers through local authorities and shall be responsible for the behaviour of his drivers.

ix) No increase in fuel cost shall cause the bid/contracted price to increase unless such a rise is 15% or more in fuel prices prevalent at the time of award of work in which case there shall be a 5% increase in the contracted price and vice-versa.

**SECTION-VII**  
**FINANCIAL BID FORM**

**Tender No:** \_\_\_\_\_  
\_\_\_\_\_

**Dated:**

To  
The Director,  
CSIR North East Institute of Science and Technology (CSIR-NEIST )  
Jorhat. Assam 785006

**Subject: Sealed tender of "Hiring of agency to provide vehicle"**

Dear Sir

1. Having the conditions of contract and services to be provided under the tender **contract No.** \_\_\_\_\_, the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide taxi/vehicle in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Nationalized / Scheduled Bank for a sum not exceeding **10% of** the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

**Dated this** .....

**Signature of:** .....

**In capacity of:** .....

**Duly authorized to sign the bid for and on behalf of** .....

**Witness** .....

**Address** .....

.....

**Signature :** .....

**SECTION VII-A**

**Tender No:** \_\_\_\_\_

**Dated:**

To  
The Director,  
CSIR North East Institute of Science and Technology (CSIR-NEIST )  
Jorhat-785006, Assam.

**Subject: Sealed tender of "Hiring of agency to provide vehicle."**

Sir,

With reference to **Tender No.** \_\_\_\_\_ inviting quotations for **"Hiring of agency to provide vehicle"** , we have read the terms and conditions in the Bid Document and accept the same and furnish the following documents.

1. Photo copy of RC papers of Taxi/vehicle with models & registration numbers owned or on lease. The proof of ownership or lease holding enclosed.....**Annexure-I**
2. **PAN No** (Proof to be attached) ..... **Annexure-II.**
3. E.M.D. as shown in NIT. Please specify the number and make of vehicle you are bidding for.
4. Attested copy of Partnership Deed or proprietorship deed or Article / Memorandum of Association as the case may be..... **Annexure-III**
5. Service Tax Registration Number ..... **Annexure-IV.**
6. A valid certificate issued by the competent authority of a **PSU / Central / State Govt. /Pvt. organization** for satisfactory performance of the contract on hiring vehicles for **Atleast one year**..... **Annexure-V.**
7. A certificate on relatives working in **CSIR-NEIST , Jorhat**, as per **Clause-7** of **Section-IV** of Bid Document..... **Annexure-VI.**

**Yours truthfully,**

**Name :** \_\_\_\_\_

**Address :** \_\_\_\_\_

**Tel. No. : Land Line :** \_\_\_\_\_

**Mob. :** \_\_\_\_\_

**Seal of the firm :** \_\_\_\_\_

**Date :** .....

**SECTION-VIII**

**(Certificate on Non-Participation of near Relatives in the tender called “Hiring of agency to provide vehicle” vide tender No. \_\_\_\_\_ as required under Section-IV, Clause-(7) of Bid-Documents)**

**CERTIFICATE**

I, \_\_\_\_\_ S/o \_\_\_\_\_  
\_\_\_\_\_ R/o \_\_\_\_\_ hereby certify that none of my relative(s) as defined in **Section-IV, Item (7)** of tender document is/ are employed in CSIR-NEIST , Jorhat as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, CSIR-NEIST shall have the absolute right to take any action as deemed fit/ without any prior intimation to me “.

**Signed :** \_\_\_\_\_

**For and on behalf of the Contractor**

**Name (caps):** \_\_\_\_\_

**Position :** \_\_\_\_\_

**Date :** \_\_\_\_\_

**SECTION-IX**  
**PERFORMANCE SECURITY BOND FORM**

In consideration of **CSIR-NEIST, Jorhat** (here in after called the CSIR-NEIST having agreed to exempt \_\_\_\_\_ (here in after called the said contractor(S) from the demand of security deposit /earnest money of **Rs.** \_\_\_\_\_ /- on production of Bank Guarantee for Rs. \_\_\_\_\_ /- for the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (here in after referred to as "the Bank") at the request of \_\_\_\_\_ Contractor's do hereby undertake to pay to the CSIR-NEIST , Jorhat an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the CSIR-NEIST , Jorhat by reason of any breach by the said contractor's of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CSIR-NEIST , Jorhat, stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the CSIR-NEIST reason of breach by the said contractor's of any of the terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the CSIR-NEIST, Jorhat in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs.** \_\_\_\_\_ /- .
3. We undertake to pay to the CSIR-NEIST , Jorhat any money so demanded notwithstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately and shall remain valid till 60 days beyond expiry of contract , so that it shall continue to be enforceable till all the dues of the CSIR-NEIST , Jorhat under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till CSIR-NEIST , Jorhat certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We (name of the bank) further agree with the CSIR-NEIST , Jorhat that the CSIR-NEIST shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the CSIR-NEIST against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the CSIR-NEIST , Jorhat or any indulgence by the CSIR-NEIST to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by CSIR-NEIST, Jorhat.

Dated: \_\_\_\_\_

**For** \_\_\_\_\_

**(Indicating the name of the bank)**

**N.B.** This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act.

**SECTION-X**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING  
(To reach on ..... or before date of bid opening)**

To  
The Director,  
CSIR North East Institute of Science and Technology (CSIR-CSIR-NEIST )  
Jorhat.

**Subject – Authorisation for attending bid opening on ..... (date) in the Tender of “Hiring of agency to provide vehicle”.**

Dear Sir,

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below.

**Order of Preference Name Specimen Signature**

- I.
- II.

Yours faithfully,

Signature of bidder  
or  
Officer authorized to sign the bid  
Documents on behalf of the bidder

➤ **Note:**

- 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.





**SECTION-XI**  
**VEHICLE LOG BOOK**

Motor Vehicle No.:.....  
Driver.....

Make and Model.....

Name of the

Date	Time		Name of person & Designation	Purpose of Journey	Details of Journey		Kilometre reading at		Distance Travelled (in Kms)	Signature of officer / User
	Start	End			From	To	Commencement	Completion		