

**NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
(NISER)**

Tender Specification: PROVIDING BUS SERVICE TO NISER

**INSTITUTE OF PHYSICS CAMPUS
SACHIVALAYA MARG, P.O. – SAINIK SCHOOL
BHUBANESWAR-751 005**

Tender No. _____ 004/NISER/IOP/2008

Date: _____

Notice Inviting Tender for providing bus services to NISER students

Sealed tenders in two parts (two separate envelopes) are invited by the Director on behalf of “National Institute of Science Education and Research (NISER), Bhubaneswar” from reputed registered and bonafide Bus owners operating in State capital at Bhubaneswar having minimum 3 (three) nos. of buses or reputed registered and bonafide travel agency operating minimum 3(three) numbers of buses in the state capital at Bhubaneswar, having experience in supplying heavy commercial vehicles to government organizations or educational institutions on hire basis for a period of at least 2 years in the preceding five years.

Name of the work: Providing bus service to NISER students mainly for to and fro movement from NISER Hostel to Institute of Physics campus, Bhubaneswar and to other places as decided from time to time.

Bus owners/ travel agency having valid PAN No., Service Tax Registration Certificate, experience certificates of supplying buses to government organizations and educational institutions for a period of at least two years in the preceding five years and valid proof of owning at least three buses in the name of the owner or engaging at least three buses which are not older than five years etc. are eligible for procurement of the tender documents.

- (a) The tender papers shall be sold upto 1.00 PM of dated 10.06.2008 on all working days between 10.00 AM to 1.00 PM only. The tender documents can also be downloaded from our website: <http://www.iopb.res.in/niser>. In case the tender is downloaded from our website, the tenderers are required to submit tender fee in the form Demand Draft / Bankers’ Cheque in favour of “NISER Project”, payable at Bhubaneswar (Non-refundable) drawn on any Nationalized Banks.
- (b) The last date of submission of tender paper is upto 2.00 PM of dated 10.06.2008.
- (c) Cost of the tender paper is Rs.500.00 per set. It can be obtained from Cashier, NISER, Institute of Physics campus, Bhubaneswar.
- (d) Earnest Money Deposit (E.M.D.) of Rs.5000/- (Rupees five thousand) only is to be paid through Demand Draft / Bankers’ Cheque drawn in favour of “NISER Project”, payable at Bhubaneswar, on any Nationalised Bank.
- (e) Date and time for opening of tender: At 3.30 PM on 10.06.2008 at the Conference Hall of the Director. Only qualified tenderers or their authorized representatives out of “Techno-commercial” bid will be called to be present at the time of opening of the price bid.
- (f) Address for submission of tender documents: Director, IOP/NISER, Institute of Physics Campus, Sachivalaya Marg, P.O. – Sainik School, Bhubaneswar-751 005.
- (g) NISER shall not be responsible for any postal delay / loss in transit.
- (h) The tender document is not transferable.
- (i) The tenure of the contract shall be initially for a period of one year from the date of award of contract. May be renewed by another one year on mutual consent.

Director, IOP/NISER reserves the right to accept or reject any /all bids without assigning any reason thereof

DIRECTOR

TENDER DETAILS

To provide for bus service for 40 students per trip mainly from NISER Hostel, Block - D/4 and D/5, New Government Quarter Colony, P.O. – Sainik School, Bhubaneswar-751 005 to NISER, Institute of Physics campus and back as well as to other places as and when required.

INSTRUCTION TO TENDERERS

- 1) The tender documents can be obtained either by hand from the Cashier, NISER or through downloading from our website www.iopb.res.in/niser on payment of Rs.500/- (Rupees five hundred) only in the manner outlined in the tender notice.
- 2) The offers with necessary documents and enclosures, all pages duly authenticated and stamped, complete in all respects are to be submitted in sealed covers to the Director, NISER/IOP in the address for communication mentioned in the tender notice.
 - (i) All documents submitted should be self attested with seal of the firm.
 - (ii) All pages of the quotation including the all enclosures should be numbered except printed leaflets/catalogue and signed with seal of the authorized signatory/owner.
 - (iii) Tender forms purchased are neither transferable to other firms, nor refundable.
 - (iv) Printed terms and conditions of the tenderer will not be considered, hand written quotation will be summarily rejected. All pages of the offer should be typed in the letter head of the tenderer, stamped and signed by the authorized signatory/owner.

3.1) For 2(two) bid systems:- Tenders should be submitted in two parts in the following manner:

3.2) Technical and Commercial Bid (Cover – I):

This part should contain the complete details with following documents:

- (a) Copy of valid registration in the name of the owner of bus (In case of bus owners only). In case of Travel Agency, copy of valid registration certificates of the buses proposed to be engaged.
- (b) Certificate to the effect of having experience of supplying bus to different organizations for a period of at least 2 (two) years in the preceding five years.
- (c) Valid proof of owning at least 3 (three) buses in the name of the owner or Travel Agency engaging at least 3 (three) buses which are not older than five years.
- (d) Copy of R.C. Books, valid Insurance Policy Certificates, Third Party Insurance of the vehicles, valid Road Permits to be produced.
- (e) An undertaking to the effect of engaging vehicles not older than five years old during the currency period of contract, if concluded.
- (f) Xerox copy of PAN card.

Contd...p/2...

- (g) Service Tax Registration Certificate.
- (h) Pollution Control Certificate
- (i) Earnest Money Deposit (EMD) in the form of Bankers' Cheque / Demand Draft drawn in favour of "NISER Project" payable at Bhubaneswar.
- (j) Xerox copy of the receipt regarding payment of cost of tender paper.
- (k) A copy of tender document signed by the bidder in every page with seal and mentioning "all the terms and conditions accepted".
- (l) Detailed technical and commercial terms complete in all respected should be submitted in one sealed envelope super scribing "Technical and Commercial Bid" giving tender reference and due date of opening on the top of envelope.

N.B. All the original documents to be produced for verification.

3.3) Price Bid (Cover-II):

This part containing prices should also be submitted in a separate sealed cover super scribing "Price Bid" and giving tender reference and due date of opening on the top of the envelope.

Price Bid must be prepared in the following format:

Price Bid:-

1.	Type of Bus with R.C. No.	
2.	Name of the owner	
3.	Monthly rent inclusive of all – such as rent of the bus inclusive of rate up to 2000 kms., Driver and Helpers salary, maintenance cost, if any of the vehicle etc.	
4.	Reimbursement of POL @ (a) Diesel 1 liter for every ____ kms, (b) Engine oil 1 liter for every ____kms. run	
5.	Detention charges per hour, if any beyond normal 12 hours of duty.	
6.	Driver's and Helper's weekly off on every Sunday and compensation, if any.	
7.	Any other charges.	
Total		

Contd.....P/3

N.B. 1) Maintenance of the vehicle is at the risk and cost of the owner of the bus/ Travel agency.

2) For occasional movement of the bus to outside Bhubaneswar but inside Orissa, temporary permit be obtained by bus owners/ travel agency and the cost towards temporary permits as per actuals only will be borne by NISER/I.O.P.

Price offer shall be inclusive of all accruable taxes and remain firm till the contract remains valid. All taxes and insurance and other statutory obligation now in force and levied in future by the statutory authority during the contract period in respect of the vehicle will have to be paid by the bus owner.

Signature of the tenderer

These two envelopes (Cover-I and Cover-II) containing “Techno-Commercial Bid” and “Price Bid” should be kept together in another third bigger envelope duly sealed super scribing Tender No. _____ and Tender for providing bus service to NISER and due date of opening on top of the envelope.

3.4) Tender against two bid system:

At first, “Techno-commercial Bid” namely Cover-I of the tender shall only be opened in the presence of all the tenderers on the date and time of opening of the tender. Cover-II, namely price bid will be opened immediately thereafter on the same date only for those who qualify technically.

NISER reserves the right to inspect the offices/work place of the bidders who qualify the “Techno-commercial Bid” to satisfy itself about the veracity of the claim of ownership of vehicles, agency, infrastructures etc. and the tenderers will be disqualified in case the claim is found contrary to reality after inspection/ physical verification. The decision of competent authority of NISER will be treated as final. In such an event where it is decided to inspect the site as above on the basis of information of “Techno-commercial Bid”, only qualified technical bidder will be asked to stay back for opening of the “ Price Bid”.

However, NISER/I.O.P. authority reserves the right to reject the “Price Bid” of any tenderer after inspection of the site without assigning any reason , if they found a bidder unsuitable for our purpose, and the same will be final and binding upon all the parties.

3.5) Validity of Tender: The offers must be kept valid for 90 days from the date of opening of tender.

3.6) Prices:

(a) Prices quoted should be inclusive of all accruable taxes and shall remain unchanged till execution of order and should not be more than the price offer to

[4]

other organizations. If it is free of such tax / taxes, the nature of such tax needs mention specifically. If at any point of time, it reduced the price to other organizations, the same will be correspondingly applicable to NISER.

Note: Tenderer should furnish their Service Tax Registration numbers in the quotation / invoices.

(b) In case of increase or decrease of cost of diesel per liter for every 10% increase / decrease of price, the rate per kilometer will be 0.1 times extra and go on increasing / decreasing pro rata basis per kilometer as the case may be. If increase or decrease of price of diesel by less than 10% will not be taken into account.

3.7) Security Deposit: The successful bidder will be required to deposit Rs.5000/- as Security Deposit. The EMD may be converted to Security Deposit also.

4) Award of work:

The successful bidder on the basis of lowest valid offer price and having qualified in “Techno-commercial Bid” will be awarded with the offer provided it executes an agreement with NISER/IOP. **However, NISER/IOP reserves the right not to accept the lowest rate quoted by a tenderer and reject any or all the tenders without assigning any reason thereof.** NISER also reserves the right to empanel more than one bus owner or travel agency at the lowest accepted price and also give work order parallelly to such empanelled bus owners. Failure to execute the agreement within stipulated time limit will result in forfeiture of EMD.

5. Termination of contract:

Contract is terminable only on its expiry i.e after the contractual period. However, either parties will be at liberty to terminate the contract after serving a notice of three months (90 days in advance). The authorities may due to exigencies enhance the duration of contract to further period of six months on the same terms of contracts by mutual consent.

6. Other Terms and Conditions:

(a) The bidder shall have to provide full details of the vehicles that can be assigned in their favour for letting on hire to NISER (such vehicle should not be more than five years old) in the following proforma:

Contd...p/5...

Vehicle Type	Registration No.	First purchase date from the manufacturer	Whether met with any accident earlier	
--------------	------------------	---	---------------------------------------	--

- (b) The bidder is to provide the vehicle w.e.f. the date of commencement of the contractual period and may be required to lay off the vehicle during the period like End Semester Recess and the bus owner will lay off the vehicle accordingly.
- (c) Vehicle will normally run within Bhubaneswar Municipal limit. However, in case of need, it may be engaged out side Bhubaneswar within the State of Orissa.
- (d) The vehicle be always in running condition with stay- pins /tires not worn out, exterior paintings not defaced and shall be regularly cleaned and polished. They should run on diesel and not on gas cylinder etc.
- (e) Hiring authority will have no responsibility or liability of the vehicles hire and the bus owner will have full liability under relevant sections of IPC or Motor Vehicle Act.
- (f) Engagement licensed driver, the payment thereof to the driver as wages under law is the sole responsibility of the bus owner. NISER/IOP undertakes no liability for rash or negligent driving of the vehicle.
- (g) The vehicle given on hire should have valid permit for use for hiring purpose, R.C. Book, all taxes cleared, valid insurance coverage and pollution control certificate etc. as per the relevant law applicable in this case from time to time.
- (h) Sub-letting of the vehicles of NISER/IOP employees or their near relatives is not allowed. The NISER/IOP employee or his /her near relations should not be owner or partner of the bus.
- (i) The cost of periodic servicing of the vehicle, lubricants, maintenance etc. is the responsibility of the owner. The owner will intimate in advance the date of servicing, maintenance of the vehicle which should fall on Academic Holidays of the students.
- (j) The odometer / speedometer of the vehicles provided should be working in proper order and not tempered. In case of defective meter, the decision of NISER/IOP about kilometers run is final. The decision of NISER/IOP whether the meter is defective will be binding on the hirer and NISER reserves the right to treat the vehicle to be out of order till such time the same is put to working order.
- (k)
- (a) The driver of the bus will maintain the log book provided by NISER. The driver will obtain the signature of the official using vehicle and countersigned periodically by the Hostel Manager or any other official authorized by the undersigned.

[6]

- (b) The driver must not be under influence of liquor or any other intoxicants while on duty. If found so, the driver has to be replaced immediately or else the vehicle will be treated as not on duty.
- (c) The driver of the vehicle should possess valid permanent driving licence and should behave properly while on duty. The bus owner may have to replace the driver on demand by NISER/IOP
- (l) Duration of engagement of vehicle will be from the time of reporting to the time of release.
- (m) The owner of the vehicle has to see that the driver is given proper rest and off as per labour laws and if possible substitute driver in case of round the clock duty.
- (n) NISER/IOP reserves the right to forfeit the Security Deposit partly or wholly due to repeated violation conditions of contract causing inconvenience by not supplying the vehicles in time, on recurrence of breakdowns of the vehicles on the way etc.
- (o) Whenever, under this contract, a sum of money is recoverable from and payable by the supplier of bus. NISER/IOP shall be entitled to recover such sum by appropriation in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any contract. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay NISER/IOP on demand the remaining balance. The bus owner shall not be entitled to any gain on any such eventuality.
- (p) NISER/IOP undertakes no liability if the vehicle is damaged, set on fire etc. by the rowdy mob or by any person or by accident during the period of contract.
- (q) If the vehicle is seized by any authority under law or for Election Duty, NISER/IOP will not be liable for the same and no payment of whatsoever nature will be demanded for such Election Duty or otherwise. If due to seizure of vehicle on the mid way due to default of the owner, the user is compelled to hire any other mode of travel, the cost thereof will be realized from the bus owner who originally hired the vehicle to NISER/IOP.
- (r) The vehicle shall carry general accessories like tool kits, rain coat, umbrella, torch light, first aid box etc. as applicable for transport vehicles.
- (s) The bus owner shall be solely and exclusively responsible for engaging authorized persons for the execution of the contract. All employees engaged by the bus owner shall be paid as per the minimum wages and labour laws. .
- (t) Any damage caused to a third party or to NISER/IOP property due to negligence of the bus owner / driver shall be made good by the bus owner.
- (u) The bus owner has to ensure safety of passengers by avoiding rash and negligent driving by his / her drivers. NISER/IOP reserves the right to cancel the contract by giving one month notice without assigning any reason thereof

Contd...p/7...

- (v) In case of any doubt regarding interpretation of any clause or any dispute arising out of this contract the decision of the Director of the institute will be final and binding.

7. Payment Terms:

Unless agreed otherwise, the rates quoted by bidders must be firm and inclusive of all statutory fees, taxes payable to the local authorities and governments. Service Tax as admissible will be borne by NISER/IOP.

- (a) All bills for vehicle hire should accompany by the copy of the log book of the bus, copy of bill of the Petrol pump regarding the rate of diesel during the month as well as the copy of bill of the firm regarding rate of engine oil and documentary evidence in support of any other claims made.
- (b) The bill should be accompanied by a copy of Service Tax Registration certificate and clearance certificate at the beginning of each financial year.
- (c) Income tax at source will be deducted at the applicable rates.
- (d) Service Tax (levied by Central Excise & Customs Department) shall be paid as applicable from time to time on individual bill.
- (e) The bill as well as the log book should be duly certified by the Hostel Manager of NISER hostel or any other officer authorized for the purpose.
- (f) The log book should contain at least the following columns:

Date	Opening Km.	Starting Time	From	To	Purpose of Visit	Reaching Time	End Km Reading	Signature

8. Special Notes:

- (a) Any correction must be authenticated only by the person who has assigned the offer. Quotation is liable for rejection on account of erasing, over writing or tampering. Conditional offers of the vendor shall not be considered.
- (b) Tenderers are requested to submit their offer complete in all respects maintaining serial number of items, terms and conditions as per tender documents along with all supporting documents failing which the offer may not be taken into consideration.
- (c) Normally no deviation is acceptable to our tender documents. Terms and offers which are in deviation are liable for rejection without making any reference to the tenderers. NISER/IOP reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning reason thereof.
- (d) Cover-I containing Techno-commercial Bid as well as Cover-II containing price bid should be properly sealed with and put inside the bigger envelope and that too should also be properly sealed. In case any one of the three envelopes submitted are without proper sealing, offer will not be considered

[8]

- (e) Late Tender: NISER/IOP reserves the right to reject any offer not received on or before the due date and time. Telegraph offers, Telex offer, fax offers and incomplete offers will be rejected without assigning any reason. The tender sent through registered post should be addressed to Director, NISER, Institute of Physics Campus, Sachivalaya Marg, P.O. – Sainik School, Bhubaneswar-751 005. so as to be received before the closing date and time.
- (f) Unsolicited correspondence will not be entertained after closing date of tender.
- (g) Tenderers are requested to go through the complete tender documents including technical details and commercial terms and other conditions thoroughly before submitting their offer. In the event of the tenderer remaining silent on any terms and conditions of NIT, it will be presumed that the tenderer(s) has/have accepted such terms and conditions in the event of any order placed on them.
- (h) Tenderers shall confirm the acceptance of all the clauses of NIT in their Techno-commercial Bid (Bid-1) on their letter head along with seal.
- (i) The successful bidder has to execute an agreement on non-judicial stamp paper of appropriate value before the work order is issued/ empanelment is done.

DIRECTOR