

F. No. RIEB/Kala Utsav-2022-23/ Vehicles /442 Dated -21.11.2022

## REGIONAL INSTITUTE OF EDUCATION

(A Constituent unit of NCERT)

SACHIVALAYA MARG, BHUBANESWAR - 751022

### e -Tender Notice

The Regional Institute of Education (RIE), a Constituent unit of NCERT, Sachivalaya Marg, Bhubaneswar – 751022 invites online bids through e-Tendering under two bid system (Technical bid and Financial bid) for providing the vehicles for **KALA UTSAV**- 2022-23 to be held in the premises of Regional Institute of Education, Sachivalaya Marg, Bhubaneswar from 03 – 07 January, 2023 from the eligible experienced firms/caterers.

### CRITICAL DATES

Date of Publishing the Tender Document	26.11.2022
Bid Documents download/sale start date	26.11.2022 at 03.00 p.m.
Bid Submission Start Date	27.11.2022 at 03.00 p.m.
Last Date of Submission of Bids	12.12.2022 at 04.00 p.m.
Bid Opening Date	14.12.2022 at 11.00 a.m.

Further details and complete e-tender documents can be accessed from the NIC Portal / Website <http://eprocure.gov.in> and eprocure/app or [www.riebbs.ac.in](http://www.riebbs.ac.in). Further any query relating to the process of online bid submission or queries relating to CPP portal in general may be directed to the 24x7 CPP portal helpdesk on toll free no.: 0120-4200462, 0120-4001002 or Chairperson, Transport & Reception Committee (Mob. No. 9583201794)

Sd /-  
Chairperson  
Transport & Reception Committee  
Kala Utsav- 2022-23



**REGIONAL INSTITUTE OF EDUCATION: BHUBANESWAR**

**(National Council of Educational Research & Training)**

**(An Autonomous Organization of Ministry of Education,  
Government of India)**

**Sachivalaya Marg, Bhubaneswar, Odisha-751022**

**Telephone : 2541409,2542924(O) Fax: 0674-2543782,2540531**

**Website: [www.riebbs.ac.in](http://www.riebbs.ac.in)**

**E-TENDER DOCUMENT**

**FOR**

**Hiring of Vehicles**

The intending and eligible bidders may submit the tenders online at <http://eprocure.gov.in> in two bids systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. **Tenders are to be submitted online** only using the e-procurement portal **<http://eprocure.gov.in>**

**Price of Bid Document: Rs. 1000/- only**

## **REGIONAL INSTITUTE OF EDUCATION: BHUBANESWAR**

**(National Council of Educational Research & Training)  
(An Autonomous Organization under Ministry of Education,  
Government of India)**

**Sachivalaya Marg, Bhubaneswar, Odisha-751022  
Telephone : 2541409,2542924(O) Fax: 0674-2543782,2540531  
Website: www.riebbs.ac.in**

### **Notice Inviting E-tender**

E-tenders are invited in two bid system i.e. Qualifying/Technical bid and Financial bid for hiring of registered Travellers/ Agency for vehicles on daily and monthly basis. The vehicle model to be provided for which the rate quoted should not be older than 3 years and 5 years for cars and busses respectively.

The **National Level- “Kala Utsav” 2022-23**, an initiative of the Ministry of Education, GoI will be organised at Regional Institute of Education, Bhubaneswar from 3<sup>rd</sup> to 7<sup>th</sup> January 2023. Participants from all States and UT's will participate in the Competition at Bhubaneswar. We need 20-25 Cars (preferably of White colour Innova) of different Capacities for the VIPs, VVIPs, High level Juries etc. We also need Buses and Cars of different Capacities to pick-up and drop from Bhubaneswar Railway Station or Biju Patnaik International Air Port, Bhubaneswar as per the schedule of arrival and departure before and after the programme. Besides that, all the contingents will go for a field visit to Konark and other nearby places on 6<sup>th</sup> January 2023 for which minimum 20-25 Buses (of different capacities) shall be needed. Besides the above said programme, a rate contract will be made to hire vehicles for the Institute as and when required throughout the year.

Hiring of vehicle for monthly basis may be required in near future for which the rate is also being invited. The rate shall be valid for a period of minimum one year from the date of opening of the financial bid.

The requirement of vehicles shall be as under:-

<b>S.No.</b>	<b>Description of Vehicle</b>	<b>Quantity</b>
1.	Cars - Compact Sedan/ Swift Desire-Maruti, Xcent-Hyundai, Amaze-Honda, Etios Toyota, or equivalent	As per requirement
2.	Cars - Scorpio/Innova /Ertiga / XL6/ Brezza /Harrier/Swift/Xcent / Amaze/Etios/Ecosport/or equivalent	As per requirement
3.	AC Buses of 18/35/42 seater	As per requirement for pick and drop and field visit.

- i. **The tender documents can be downloaded from the website of <http://eprocure.gov.in> or [www.riebbs@ac.in](mailto:www.riebbs@ac.in)**
- ii. The intending and eligible bidders may submit the tenders online at <http://eprocure.gov.in> in two bids systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. **Tenders are to be submitted online** only using the e-procurement portal **<http://eprocure.gov.in>**
- iii. The Bidders who have not enrolled/registered in e-procurement portal should enroll/register before participating through the website **<https://eprocure.gov.in>**. The portal enrolment is free of cost.
- iv. Interested bidders may submit their quotation online on **<https://eprocure.gov.in>** as per the tender document in the websites <http://eprocure.gov.in/eprocure/app>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded alongwith the Tender Documents. **Tender sent by any other mode will not be accepted.** No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever. Any corrigendum/addendum regarding this tender will be available on the above said website only.
- v. Demand Draft for an amount of **Rs. 1000/- (Rupees One Thousand only/-)** (non-refundable) from Nationalized/scheduled bank drawn in favor of **General Fund Account SBI, RCE Campus Branch, Bhubaneswar** has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards tender document fee, failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Demand Draft.
- vi. The applicant has to deposit Earnest Money (EMD) of **Rs. 50,000/- ( Fifty Thousand only/-)** in the form of a Demand Draft from Scheduled / Nationalized Bank drawn in favor of **General Fund Account SBI, RCE Campus Branch, Bhubaneswar** and it has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded online) towards EMD failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of Demand Draft.
- vii. The aforesaid DDs towards cost for Tender document and EMD should be submitted to the tender inviting authority i.e., **RIE, Bhubaneswar** by post in advance or submitted at the time of opening of bids.

- viii.** The duly filled-in tender documents shall not be accepted if they are not accompanied by the scanned copy of the demand draft/Pay order towards the Tender fee and the requisite bid security (EMD).
- ix.** The Technical Bids will be opened online by a Tender Opening Committee of this Institute. At the first stage the technical bids shall be evaluated by the Tender Evaluation committee (TEC) constituted for the purpose by the office. At the second stage, the Financial Bids of only those bidders who qualify in the technical bid will be opened. The Tender Evaluation Committee (TEC), after evaluation of the Financial Bids, will give its specific recommendation(s) regarding the lowest responsive bid, which is to be selected along with a comparative statement duly signed by the Members of the TEC.
- x.** This Institute reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the **Principal RIE, Bhubaneswar** in this regard shall be final and binding on all.
- xi.** The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

Sd/-  
Chairperson  
Transport & Reception Committee  
Kala Utsav- 2022-23

## **SECTION - II**

### **INSTRUCTIONS FOR ONLINE BIDDERS**

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in>. The bidders must carefully follow the instructions :

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrolment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
5. The DSC that is registered with the portal only should be used by the bidder and should ensure safety of the same.
6. Contractor / Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.
7. After downloading /getting the tender document/ Annexure/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

8. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published, if any, before submitting the bids online.
9. Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC.
- 10 . Bidder selects the tender which he/she is interested in by using the search option & then moves it to the „my tenders“ folder.
- 11 . From my tender folder, he/she selects the tender to view all the details indicated.
- 12 . It is construed that the bidder has read and agreed all the terms and conditions before submitting their offer. Bidder should go through the tender Annexure and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- 13 . Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/Annexure and generally, they can be in PDF/xls/rar/zip formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded, through online for the tenders, should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder“ s Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- 14 . Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.
- 15 . The Bidders can update, well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16 . Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting

Authority, within the bid submission due date & time for the tender.  
Scanned copy of the same should be uploaded as part of the offer.

- 17 . While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18 . The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 19 . The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20 . The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21 . The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- 22 . If the price bid format is provided in a spread sheet file like **BoQ\_xxxx.xls**, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified /replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23 . The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24 . After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.



- 25 . The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the E- tender system. The bidders should follow this time during bid submission.
- 26 . All the data entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27 . Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28 . The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29 . The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30 . Filling all the fields in both qualifying and financial bids is mandatory. Incomplete bid will summarily be rejected at the discretion of the Department.
- 31 . All the communications from this office to the bidders regarding every stage of tender processing activity will be sent through email registered in CPP by the bidder. Therefore the bidders are requested to regularly check their email.
- 32 . For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: 1800-30702232 or send an email to –cppp-nic@nic.in.

## **SECTION - III**

### **GENERAL TERMS AND CONDITIONS**

1. **Parties:** - The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the Principal, RIE Bhubaneswar.
2. **Addresses:** - For all purposes of the contract including arbitration there under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by registered post to the Administrative Officer RIE, Bhubaneswar. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
3. **Cover - 1 Earnest Money Deposit (EMD):**
  - a) Tender fee for an amount of **Rs. 1000/- (Rupees One Thousand only )** and Earnest Money of **Rs. 50,000/- (Fifty Thousand only/-)** shall be paid by Demand draft, drawn on any Nationalized or Scheduled Bank in favour of **“General Fund Account ”** payable at Bhubaneswar as mentioned in the notice inviting e-tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
  - b) The Earnest Money of the tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within two months from the date of opening of tenders.
  - c) Request for transfer of any previous deposits such as previous earnest money or security deposit or payment of any pending bill for transfer towards earnest money shall not be entertained.
  - d) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates the aforesaid amount of earnest money will be forfeited.
  - e) The tenders without Earnest Money Deposit will be summarily rejected.
  - f) No claim shall lie against the Government/ Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

4. **Period of validity of Bid:** Bid shall be valid for 90 days after the date of opening of bids.
5. **Period of Contract/Duration :** The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (up to a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office
6. **Preparation and Submission of Tender:**

The tenders have been invited under **two bid systems i.e. Qualifying Bid and Financial Bid.**

The necessary documents should be uploaded in the <https://eprocure.gov.in/> portal as per the guidelines mentioned in the portal.

**Below are the documents to be up loaded by bidder at the time of submitting bid online.**

**Cover-2: Technical bid (The list of the documents to be uploaded)**

- i. Bid Form/Tender form and Declarations/Letters
- ii. Self-Attested copy of Registration of firm/company.
- iii. Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for one year or more during the last five years (if applicable).
- iv. Self-Attested copy of PAN card of firm/company/individual.
- v. Self-Attested Copy of the IT return filed for the last 3 financial year.
- vi. Self-Attested Copy of Goods Service Tax (GST) registration certificate.
- vii. Self-Attested copy of document showing current insurance of the vehicle
- viii. Self-Attested Copy of Registration Certificate of vehicle
- ix. Copy of DD of EMD as stipulated vide clause 3 of section-III above.
- x. Copy of DD for the cost of bid document.

**All the documents mentioned above are for establishing the eligibility and non-submission of these documents will result in rejection of the tender. Original of all such documents shall be liable to be produced for verification, failing which such documents shall be rejected.**

### **Cover-3: Financial bid**

The quotation should be filled in the financial bid document downloaded from CPP portal (BOQ.xls sheet) and the same should be uploaded.

### **7. Signing of Tender:**

Individual signing the tender or 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) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

Note :

(1) 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 sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties, the tender and all other related documents must be signed by all partners of the firm.

(3) 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 on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Principal, RIE Bhubaneswar may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) All the pages of tender should be serial numbered, signed by the bidder and affix his firm's stamp at each page of the tender document and all its

Annexures as the acceptance of the offer made by the tenderer will be deemed as a contract. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

**8. Technical/Qualifying Bid :**

- a) The Technical bid should be submitted online in cover-2 mentioned above.
- b) All documents asked must be uploaded as part of Technical/Qualifying bid.

**9. Financial Bid:**

- a) The Financial Bid should be submitted online in cover-3 mentioned above. The Financial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder by e-mail registered by them in CPP. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.
- b) The rates quoted shall be firm and final for the entire period of contract.
- c) Terms of payment as stated in the Tender Document shall be final.
- d) At the time of payment of bills, the income tax and other taxes, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

**10. Security Deposit:**

- a) The successful tenderer will have to deposit a performance security (security deposit) for an amount of 70,000/- (Rupees Seventy Thousand only) for hiring the vehicles during the Kala Utsav 2022-23. The Security Deposit will not be adjusted against any payment due to the firm from the Department or the Central Government.
- b) The Security Deposit can be forfeited, **wholly or partly**, by order of the competent authority in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. The performance guarantee will be refunded to the

- c) A letter of intent will be issued to the successful bidder/bidders. Successful bidder shall have to submit a performance security bond within 5(five) days from the issue of the letter of intent, from scheduled bank as per the format given in Annexure-II.
- d) The final work order will be issued only after the production of the performance security bond. EMD of unsuccessful bidder shall be refunded within a week of the receipt of the performance security bond.

#### **11. Penalties:**

- a) Vehicles required for Kala Utsav will be informed 1-7 days before to the firm to make available. A suitable Committee constituted at Institute level will coordinate and made requisition of vehicles. In case of failure to supply the vehicle, a penalty of Rs.1000/- will be imposed on each occasion and NO payment will be paid for the trip.
- b) The vehicle should report at the specified reporting time. In case of delay in reporting, acceptance of the vehicle will be at the discretion of the controlling officer subject to following conditions :
  - i. If vehicle is accepted after delayed reporting, a penalty of Rs.300/=will be imposed for that day.
  - ii. If the vehicle is not accepted, a penalty as per clause (a) above will be imposed.
  - iii. In case of breakdown, if the vehicle is not replaced within one & half hour, penalty of Rs.200/= per occasion will be imposed.
  - iv. RIE, BHUBANESWAR reserves the right to call the vehicles before stipulated dutyhour and beyond duty hour. Vehicles should be made available on callbasis beyond the office hours in the week days as well as holidays, failing which the penalty as per clause (a) above will be imposed on each occasion.
  - v. In case the driver is found to be under the influence of liquor or any other intoxication including drugs, penalty of Rs. 1000/- shall be deducted by the Institute from the bill of the bidder, which will be in addition to other penal action , if any

#### **12. Subletting of Work:**

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing from the competent authority, which the authority will be at liberty to refuse if he thinks fit.

### **13. Terms of payment:**

- a) No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
- b) The contractor shall submit the total bills just before the completion of Kala Utsav maximum within 7days of completion for sanction of the amount of bill and passing the bill for payment within 15days.
- c) All payments shall be made by RTGS/NEFT.
- d) The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in this tender.
- e) The term “payment” mentioned in this para 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.
- f) Wherever applicable all payments will be made as per rate schedule of payments stated in Section-VI of the submitted Commercial bid of the successful bidder.

### **14. Termination of Contract:**

**Termination for defaults:** The Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, by giving notice in advance, terminate the contract in whole or in part:

- a) If the Agency fails to deliver any work within the time periods specified in the contract, or any extension thereof granted by the Institute;
- b) If the Agency becomes bankrupt or otherwise insolvent.
- c) If the Agency, found in fraudulent practices against the institute.
- d) And any of its acts spoil to the integrity of the Institute, by any means.

**Termination for Insolvency:** The competent authority may at any time terminate the Contract by giving written notice to the contractor, without compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Regional Institute of Education, NCERT, Bhubaneswar.

**15. Agreement:**

The successful bidder will have to enter an agreement on non-judicial stamp paper of Rs.100/- initially for a period of one year, further extendable subject to clause 5 of section-III. Cost of execution of agreement shall be borne by the contractor. Final work order shall be issued only after execution of the agreement by the successful contractor. Apart from other things, all clauses of this tender document shall form the integral part of the agreement.

**16. Arbitration:**

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any question, dispute or difference arising under the agreement or in connection there the same shall be referred to Principal, RIE, Bhubaneswar. The arbitration proceedings shall take place at Bhubaneswar, Odisha.

**17. 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 the purchaser as to whether the supplies/services have been so resumed or not shall be final and conducive, 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.



## SECTION - IV

### (TENDER SPECIFIC TERMS & CONDITIONS)

#### 1 Eligibility:

Documentary evidence for the under mentioned items should be submitted along with the bid:

- i The bidder should own or have on lease sufficient number of vehicles of model **not older than 5years for Buses and 3years for Cars** registered as Taxi vehicles in their names or firms name for use as commercial vehicles. The proof of ownership or lease holding should be produced along with the qualifying bid documents.
- ii The vehicle should be registered as a commercial vehicle and the model **not older than 5years for Buses and 3 years for Cars.** The lowest bidder shall make available the vehicle at the place, to be decided by RIE, Bhubaneswar, for inspection. If RIE, Bhubaneswar is satisfied with the condition of the vehicles, only then, work order shall be awarded to the lowest bidder. If the lowest bidder is not able to provide vehicle(s) in good condition resulting in non issue of work order, the earnest money of such bidder shall be forfeited.
- iii The bidder shall submit the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a power of attorney/affidavit, authorizing the bidder to use the vehicle for hiring, on stamp paper from Notary.
- iv The bidder shall have experience of supplying vehicles to Central/State Govt. organization / PSU for minimum one year.
- v The bidder must submit at least 2 certificate of Registration of Commercial Vehicles.
- vi The bidder must have registration for Goods Service Tax (GST).
- vii Drivers should have valid driving license, the Contractor shall provide proof of the same, and police verifications of drivers is mandatory.
- viii Contractor shall not deploy any vehicle running on LPG/CNG.
- ix Bidders shall obtain vehicle fitness certificate from competent authority, vehicle registration, comprehensive insurance, payment of road tax, inter-state permit, etc.

- x Bidders shall provide valid certificate of pollution check for the vehicle from the concerned authorities and the same shall be renewed well before the due date.
- xi Vehicle have comprehensively insured against all risks (including the driver and occupants). Insurance policy shall be renewed well before the due date.
- xii Driver should always carry all necessary documents like Registration papers, Insurance papers, PUC clearance, RTO tax payment papers, valid driving license and all other documents that should accompany vehicle as per rules & regulations of applicable laws.
- xiii In case of any accident to the vehicle, it will be the responsibility of the bidders or his representative (drivers) to lodge FIR etc. with police. All RTO issues and Traffic violations are to the account of contractor.
- xiv The contract is valid for providing services of vehicle hired and at no point of time any or all of the Staff of service provider/ bidders shall raise a claim for employment in the Regional Institute of Education, NCERT, Bhubaneswar
- xv Driver should carry sufficient cash for discharging obligations on account of parking charges, toll taxes, etc. Such expenditure can be claimed as reimbursement by the contractor. Proper supporting documents would have to be submitted along with such claims.
- xvi Lodging, boarding, transportation of driver shall be the contractor's responsibility.
- xvii Vehicle should carry portable fire extinguisher.

## 2 Services to be provided:

- i. Provision of registered Commercial vehicles with licensed drivers, on Hiring basis for Vehicles on call basis running in state of Odisha. However if for official purpose, vehicles has to go to adjoining states the arrangements will be made by the contractor. In such case, tax levied by other states for such journey will be borne by the bidder or the vehicle has to have All India Permit.
- ii. **Period of contracts:** Under normal circumstances the contract shall be valid during KALA UTSAV but the rates should be valid upto one year.
- iii. **Quantity:** Estimated number of vehicles is as per requirement and other on call basis. The actual quantity ordered will depend on the

requirement from time to time. Institute reserves the right to increase or decrease the required quantity without any change in the hiring charges of the offered quantity and other terms and conditions.

- iv. **Reporting place:** Any place within the territorial jurisdiction of Bhubaneswar, Odisha . The user of the vehicle shall specify actual place of reporting.
- v. **Notice period:** *For regular requirements one day in advance will be intimated from the Institute in writing or Service provider received requisition slip by Hard copy or e-mail or Whats App or any other communication from the Chairperson of the Transport & Reception Committee from the Institute side. No vehicle will be provided without requisition slip without signing of Competent Authority. Telephonic /Verbal intimation shall be considered as notice with the confirmation of e-mail or by requisition slip.*
- vi. **Calculation of distance:** From garage to garage but chargeable distance in this respect shall not be more than 10 km in each way.
- vii. **Accuracy of the meters:** The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
- viii. **Special requirements:**
  - a) Intending bidder must have a telephone number (Landline & Mobile) & where the requisition of vehicle can be conveyed round the clock (24 hrs) for 365 days. The driver of the vehicle must be provided with mobile telephone so that he may be contacted at any point of time.

- b) The vehicle must have permit to travel in neighboring States. Permit fee/all kind of entry tax will be borne by the contractor.
- c) Payment of any government Tax /Duty in respect of the hired vehicle will be the liability of the contractor.
- d) Parking and toll charges, if any, may be claimed by producing the parking/toll slips.
- e) Any changes in case of monthly vehicle/driver should be informed at least one day before the day of such changes.
- f) No mileage will be allowed for lunch/breakfast or for filling of petrol/diesel etc.

### 3 Special conditions of contracts:

- a) In case the Government of India subsequently declares the date fixed the opening of the bid is holiday, the bid shall be opened on next workingday. The contractor/ bidder will have full liability under sections of Motor vehicles Act 1968 and IPC causing death or permanent disability developed by the vehicle supplied by the Contractor. The hiring authority shall have no responsibility and will not entertain any claim in this regard in any circumstances. The contractor/bidder shall indemnify the purchaser from such incidences.
- b) The engagement and employment of drivers and payment of wages to them as per existing provision of various labour laws and regulations is the sole responsibility of the Contractor and shall indemnify the purchaser. Any breach of such Laws on regulation shall be deemed to be breach of this contract.
- c) The contractor shall supply the vehicles properly cleaned from outside and **properly cleaned & totally dust free** inside. **Seats of the vehicle should have cover of white towels and towels should be washed.** Also, driver should be properly dressed **& well behaved**. Taxis to be provided by the Contractor should be in perfectly sound working condition and suitable for use by senior officers of the dept. Engine of the supplied vehicle should be noise-free.
- d) **Driver and vehicle should not be changed frequently especially in case of vehicle on monthly basis. If in most unavoidable**

**circumstances the change of driver/vehicle is required, prior intimation should be given to the user concerned.**

- e) The contractor should send the vehicle for periodical servicing at the cost of the contractor. Purchaser will not pay any mileage run for such servicing. The cost of lubricant, repairs, maintenance, Taxes, Insurance etc will be the contractor liability.
- f) In case of change of vehicle by the contractor during the period of the contract, the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for such changed vehicles.
- g) **Control of the Vehicles**
  - i **Monitoring of performance of the services to be provided by contractor under this tender shall be responsibility of Institute for the vehicles under their control. In case of any deficiency, Institute may take action as per terms & conditions of this tender and agreement to be signed, for the vehicles under their control.**
  - ii **Decision as to whether penalties would be levied or not for violation of terms & condition laid down in this tender shall be taken by Institute for the vehicles under their control. If decided so, penalties shall also be levied by Institute for the vehicles under their control.**
  - iii **Principal, RIE, Bhubaneswar will have the sole rights & responsibilities with respect to arbitration in case of disputes, extension of contract and custodian of performance security deposit.**
- h) In Case the RIE, Bhubaneswar is not satisfied with the quality/condition of the vehicle the contractor shall change the vehicle / make necessary repairs to the satisfaction of the RIE, Bhubaneswar.
- i) No hike in rate will be allowed if there is a hike in the price of diesel/petrol andor spare parts of vehicle.

- j) Institute reserves the right to counter offer price against the price quoted by the contractor.

#### **4 Payment terms :**

Payment will be made by way of RTGS/NEFT against the submission of bills (in triplicate) with Log Book duly signed by the designated user(s)/Committee members. The bills shall be paid only after tax deduction at source (TDS) as applicable from time to time.

#### **5 Rate of hire charges:**

- a) Rates quoted should be inclusive all taxes **except** Goods & Service Tax (GST). **Goods Service Tax (GST) will be paid extra as per Govt. rates applicable from time to time. Proof of deposit of Goods Service Tax (GST) to appropriate authority should be submitted quarterly to the Institute.**

## SECTION-V

### Proforma for TECHNICAL BID

#### **GENERAL**

- I. Name of Tendering Company/ Firm / Agency/Individual : \_\_\_\_\_
- II. Nature of the concern : \_\_\_\_\_ (i.e. Sole proprietor or partnership firm or a company under Company Act 1956)
- III. Full Address of Office of the Company/ Firm / Agency/Individual:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- a. Telephone/Mobile No:  
b. FAX No (if any):  
c. E-Mail Address :
- IV. PAN / GIR No. of the Company/ Firm / Agency/Individual : \_\_\_\_\_ (Attach attested copy)
- V. Photocopy of income tax returns for latest year: \_\_\_\_\_ (Attach attested copy)
- VI. Goods Service Tax (GST) Registration No. : \_\_\_\_\_ (Attach attested copy).
- VII. Goods Service Tax (GST) paid during F.Y 2018-19 and 2019-20  
\_\_\_\_\_.
- VIII. The Company / Firm / Agency should have at least one year of experience in providing services of supplying vehicles to Central/State Govt. organization / PSUs etc. (Attach the attested or original copies of relevant experience documents)
- IX. Details of Earnest Money of Rs. 50,000/= D.D. No. .... Date \_\_\_\_\_  
Drawn on Bank \_\_\_\_\_ in favor of "**General Fund Account**".

X. Whether each page of tender and its annexure have been signed and stamped:\_\_\_\_\_. (Yes/No)

XI. Bidder's bank, its address and Bank account no:

---

---

---

**XII.** Infrastructure capabilities: Particulars of vehicles available with the Bidder. (please attach the attested copies of the proof of the ownership or lease holding/power of attorney (duly notarized) documents of the vehicles and proof of registration of the vehicles as commercial vehicle) :

Type of Vehicle(s)

Registration number

**I/We hereby declare that the information furnished above is true and correct.**

Place :

Signature of Bidder/Authorized Signatory  
with seal of the firm

Date :

Name of the Bidder\_\_\_\_\_



**SECTION-VI**  
**FINANCIAL BID**

- i The Tenderer shall be required to download BOQ sheet from cover-2 of this tender from CPP portal and quote only service charges in figures which are highlighted in light blue color and the same is to be uploaded.
- ii **Conditional bid shall not be considered and will be rejected outright.**

**The BOQ format is given below :**

I/We have read and understood the tender for supply of registered commercial vehicles on hire basis vide No. .... and other documents issued by you, we hereby quote the rates (inclusive of all taxes & duties **except Goods Service Tax (GST)** as under for supply of registered commercial vehicles on hire basis as detailed below:

**Note :**

1. Above rates are inclusive of all taxes/duties (Central, State, and Municipal etc. **except Goods Service Tax (GST)** .

Date :

[Signature]

Place :

Seal of the bidder

## **DECLARATION**

### **FOR NON-TAMEPRING OF DOWNLOADED TENDER DOCUMENT FROM WEBSITE (<https://eprocure.gov.in>)**

"I.....(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website **<https://eprocure.gov.in>** and no addition / deletion / correction has been made in the downloaded document. I also declare that I have enclosed a DD for Rs.....towards the cost of tender document along with the EMD.

Place :

Signature of tenderer  
/Authorized Signatory

Date:

Name of the Tenderer

Seal of the Tenderer

**DECLARATION**

**FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN RIE  
BHUBANESWAR**

I.....s/o..... r/o..... hereby certify that none of my relative(s) as defined in the tender document no:        dated:        is/are employed in Regional Institute of Education(RIE), Bhubaneswar as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, RIE, Bhubaneswar shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

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

**Name (in Block Letters)**\_\_\_\_\_

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

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

**Seal of the bidder**

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) and Son" s wife (daughter in law), Daughter(s) and daughter" s husband (son in law), brother(s) and brother" s wife, sister(s) and sister" s husband (brother in law)

## **PERFORMANCE SECURITY GUARANTEE BOND**

1. In consideration of the President of India (hereinafter called the „Purchaser“ ) having agreed to exempt\_\_\_\_\_ (hereinafter called „the said contractor(s)“) from the demand under the terms and conditions of an agreement/Advance Purchase Order No.\_\_\_\_\_ dated\_\_\_\_\_ made between\_\_\_\_\_ and \_\_\_\_\_ for the supply of\_\_\_\_\_ (hereinafter called “the said agreement”), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for\_\_\_\_\_ we, (name of the bank)\_\_\_\_\_ (hereinafter refer to as “the bank”) at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the purchaser an amount not exceeding\_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by purchaser by reason of any breach by the said Contractor(s) of any of the terms or 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 demure, merely on a demand from the purchaser by reason of breach by the said contractor(s)” of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)” 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 purchaser 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\_\_\_\_\_.
3. We undertake to pay to the purchaser any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. 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 during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_

(RIE, Bhubaneswar) purchaser certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 15 months (as specified in P.O.) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank)\_\_\_\_\_further agree with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and 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 or from time to time any of the powers exercisable by the purchaser against the said Contractor(s) and to forbear or enforce any of the terms and 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, act or omission on the part of the PURCHASER or any indulgence by the PURCHASER 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. We (name of the bank)\_\_\_\_\_lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Dated the\_\_\_\_\_day of \_\_\_\_\_

For (indicate the name of the bank)

## Financial BID For Hiring of Vehicle

Sl.No	Description of work	Quantity	Amount (Rs.)	GST	Total
1	<b>Hiring of vehicle on Monthly Basis (Compact Sedan /Swift Desire-Maruti, Xcent-Hyundai, Amaze- Honda, Etios- Toyota, Ecosport-Ford) or equivalent ) A.C. Vehicle with driver.</b>				
	Monthly Rate (2000 Km per month)	1			
	Charges for extra Kms (over 2000 Km per month) in Rs per Km	1			
2	<b>Hiring of vehicle on call Basis (Compact Sedan/Swift Desire/Brezza/Xcent/Amaze/Etios) or equivalent A.C. Vehicle</b>				
	Rate for 40km./4hours	1			
	Rate for 80km./8hours	1			
	Rate for 120km./12hours	1			
	Charges for extra per Kms	1			
	Charges for extra per Hour	1			
	Charges for outstation per Kms. (Minimum 250 Km. per day) A.C.	1			
3	<b>Hiring of vehicle on call Basis (Scorpio/Innova/Ertiga/ XL6/Harrier/Qualis/Tavera/Ecosport) or equivalent A.C. Vehicle</b>				
	Rate for 40km./4hours)	1			
	Rate for 80km./8hours)	1			
	Rate for 120km./12hours)	1			
	Charges for extra per Kms	1			
	Charges for extra per Hour	1			
	Charges for outstation per Kms. (Min.250 Km. per day) A.C.	1			
4	<b>Hiring of vehicle on call Basis ( Mini Bus 35 Seater) A.C. Vehicle</b>				
	Rate for 80km./8hours)	1			
	Rate for 120km./12 hours)	1			
	Charges for extra per Kms	1			
	Charges for extra per Hour	1			
	Charges for outstation per Kilometer ( Min 250 Km. per day) A.C.	1			
5	<b>Hiring of vehicle on call Basis (Bus 42 Seater) A.C. Vehicle</b>				
	Rate for 80km./8hours	1			
	Rate for 120km./12hours	1			

	Charges for extra per Kms	1			
	Charges for extra per Hrs	1			
	Charges for outstation per Kilometer ( Min. 250 Km. per day) A.C.	1			
6	<b>Hiring of vehicle on call Basis (Bus 48 Seater) A.C. Vehicle</b>				
	Rate for 80km./8hours)	1			
	Rate for 120km./12hours)	1			
	Charges for per Km	1			
	Charges for extra per Hrs	1			
	Charges for outstation per Kilometer ( Min. 250 Km. per day) A.C.	1			
7	<b>Hiring of vehicle on call Basis (Compact Sedan/Swift Desire/ Xcent/Amaze/Etios/ Brezza) or equivalent A.C. Vehicle ( Pick &amp; Drop For BHUBANESWAR Airport)</b>	1			
8	<b>Hiring of vehicle on call Basis (Scorpio /Innova /Ertiga /XL6 /Harrier / Qualis/ Tavera / Ecosport) or equivalent A.C. Vehicle ( Pick &amp; Drop for BHUBANESWAR Airport)</b>	1			
9	<b>Hiring of vehicle on call Basis (Compact Sedan/Swift Desire/ Xcent/Amaze/Etios/ Brezza) or equivalent A.C. Vehicle or equivalent A.C. Vehicle ( Pick &amp; Drop for Barmunda Bus Stand &amp; BHUBANESWAR Railway Station)</b>	1			
10	<b>Hiring of vehicle on call Basis (Scorpio/Innova/Ertiga/ XL6/Harrier/Qualis/Tavera/Ecosport) or equivalent A.C. Vehicle (Pick &amp; Drop for Bus Stand &amp; Railway Station)</b>	1			
11	<b>Hiring of vehicle on call Basis ( Mini Bus 35 Seater) A.C. Vehicle ( Pick &amp; Drop for BHUBANESWAR Airport)</b>	1			
12	<b>Hiring of vehicle on call Basis (Mini Bus 35 Seater) A.C. Vehicle (Pick &amp; Drop for BHUBANESWAR Railway Station)</b>	1			
13	<b>Hiring of vehicle on call Basis (Bus 42 Seater) A.C. Vehicle ( Pick &amp; Drop for BHUBANESWAR Airport)</b>	1			
14	<b>Hiring of vehicle on call Basis (Bus 42 Seater) A.C. Vehicle ( Pick &amp; Drop for Bus Stand &amp; Railway Station)</b>	1			
15	<b>Hiring of vehicle on call Basis (Bus 48 Seater) A.C. Vehicle ( Pick &amp; Drop for Airport)</b>	1			
16	<b>Hiring of vehicle on call Basis (Bus 48 Seater) A.C. Vehicle ( Pick &amp; Drop for Bus Stand &amp; Railway Station)</b>	1			

I hereby agree to the terms and conditions as rolled out by RIE, Bhubaneswar.

Date:

Place:

Signature of Authorized Signatory