

## **AMENDMENT TO THE TENDER DOCUMENT**

**Tender notice no:** 11(B)/12-13 , Date: 04.05.2012

Due to some change in the terms and conditions of the proposed contract for hiring of vehicle: **Bolero (Diesel)**, **[Model SLE, Colour: White]**, the tender document is partially modified. The revised document is uploaded for reference of all interested bidders. Hence all concerned are requested to go through the revised tender and submit their quotations accordingly.

	
<b>NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA-769008 (ODISHA)</b>	
Tender Notice No:11/ 12-13 <b>Closing Date:25.05.12</b>	
Sealed proposals are invited for HIRING OF FOLLOWING VEHICLES ON LEASE BASIS	
A	<b>NON AC STAR BUS (40 SEATED) MAKE: TATA, WITHOUT DRIVER</b>
B	<b>BOLERO (DIESEL), MODEL:SLE, COLOUR:WHITE WITH DRIVER</b>
For details, visit <a href="http://www.nitrkl.ac.in/tender.asp">www.nitrkl.ac.in/tender.asp</a>	
Contact: Er. S.K. Upadhyay, Registrar Phone:0661-2462021,Email:registrar@nitrkl.ac.inSd-/Registrar	
<i>An Institute where everyone strives to attain his Potential.</i>	



**NATIONAL INSTITUTE OF TECHNOLOGY  
ROURKELA-769008(ODISHA)**

Tender Notice No. 11(B) /12-13

Date: 04.05.2012

**TENDER FOR HIRING OF VEHICLE ON LEASE BASIS**

NIT, Rourkela intends to hire a brand New **Bolero (Diesel)**, [Model **SLE**, Colour – **White**] with driver as per the following terms and conditions. Interested Agencies/Individuals may send their sealed quotations, on or before **Dt. 25.05.2012 by 3.00 p.m.** along with **E.M.D of Rs.20,000/-**(Rupees Twenty thousand only) in shape of Demand draft /Banker's cheque in favour of "Director, NIT, Rourkela", payable at Rourkela. The bid is liable to be rejected without E.M.D. The quotations will be opened on the same date at **3.30 p.m.** The E.M.D will be refunded to unsuccessful bidders within a week of finalization of tender. The bidders are requested to apply in a sealed envelope addressed to **The Registrar, NIT, Rourkela-769008** superscribing the following on the top of the envelope. All the bidders are requested to be present at the time of bid opening.

**TENDER FOR HIRING OF VEHICLE ON LEASE BASIS**  
**BOLERO (DIESEL), Model: SLE, Colour - White**  
**Tender Notice No. 11(B)/12-13/      Date:04.05.2012**  
**Due Date : 25.05.2012 by 3.00 p.m.**

**TERMS AND CONDITONS:**

1. The Vehicle must be Brand New. The date of purchase should not be prior to **1<sup>st</sup> April 2012.**
2. The colour of vehicle must be white.
3. This lease is for a period of ten years. Institute reserves the right to revoke the lease with one month's notice if the leasing Agency/Individual breaches any terms and conditions laid in the contract. In case of unsatisfactory service the contract of the agency may be terminated giving one week's notice.
4. Availability of the vehicle as well as the driver shall be 24 hours a day for seven days a week. However actual working hours of driver will be limited to less than 40 hours a week.
5. The Vehicle will be under custody of the Institute during the lease period.
6. The Agency/Individual will take care of Insurance of the vehicle as well as of the driver.

7. The vehicle should be registered with the concerned authorities of Govt. of Odisha. A certificate to this effect should be provided to the institute.
8. The agency/individual shall bear the cost of all commercial taxes, road tax and permit of the vehicle.
9. The driver must have a valid driving license for driving light Motor Vehicle with a minimum experience of ten years of driving light motor vehicle.
10. The bidder must submit the personal details along with copy of the driving license of the driver along with its quotation. All the bidders/authorised representatives are requested to be present at the time of bid opening along with their drivers. The Institute Committee shall have an interview with the driver after the L1 bidder is selected. The driver can only be engaged under this contract by the agency if approved by the Institute. If proposed driver fails to qualify the requisite criteria as decided by the Committee his candidature shall be rejected and the bidder failing to substitute the driver immediately shall also be declared as disqualified and his bid shall be rejected. Under such circumstances the Institute reserves the right to offer this contract to any next eligible bidder.
11. If during the lease period, the driver leaves, or is otherwise replaced by the contractor, the new driver needs to be approved by the Institute. The Institute shall have the right to ask replacement of the driver in case of misconduct or incompetence.
12. Ordinarily the vehicle shall be driven by the driver engaged by the agency/individual. however any employee or authorized person of the Institute with a valid license shall be permitted to drive the vehicle in the absence of the driver or otherwise at the direction of the Institute.
13. The driver must be provided with a mobile phone at all times in working condition for which no separate payment shall be made by the institute.
14. Routine maintenance / Servicing of the vehicle should be done by the Agency/individuals once in a month at his own cost.
15. The agency will provide Diesel (fuel) , Engine Oil , All maintenance costs (major or minor) for the vehicle such as (a) All types of interior and exterior furnishing of the vehicle (b) Cost of other consumables such as lubricants, coolant, brake oil, AC repair and maintenance, gas charging and maintenance etc (c) Major and minor repair or replacement of all vehicle parts, accessories including tyres, tubes, batteries and upholsteries etc (d) Washing and cleaning of vehicle's interior and exterior body on daily basis (e) Washing of all linen and upholstery materials of the vehicle on weekly basis (f) Expenses towards major/minor accidents (g) Renewal of insurance of the vehicle, driver and payment of commercial taxes, road tax, toll charges, Service tax or sale tax etc as applicable (h) Salary and other statutory benefits to the driver of the vehicle.

16. The institute will reimburse only the fuel cost @ 0.1 litre/km. The agency will submit a separate bill for the fuel charges on monthly/ quarterly basis as per the threshold limit decided by the institute. No other claim related to the vehicle shall be entertained by the institute.
17. In case of break down the leasing Agency /Individual will be responsible for repair and maintenance of the vehicle. Institute will not pay any type of compensation for maintenance or Insurance of the vehicle.
18. Total down period excluding routine maintenance in a year should not exceed 10 days.
19. If the breakdown is more than 48 hours, the agency/individual shall provide alternative vehicle or penalty shall be charged on the party at the rate of four times of the daily contract rate.
20. In case of violation of any of the terms and conditions of the contract by the agency, the contract shall be terminated with immediate effect without any compensation.
21. If the Vehicle is hypothecated to a bank or any financial institution the leasing Agency/Individual has to produce concurrence of the Institute/Bank.
22. The vehicle is to be delivered within one month from the date of issue of the order failing which the E.M.D. shall be forfeited and next eligible shall be offered.
23. The Agency/Individual should submit their quotations considering the following components (As per *Annexure-II*):
  - Part A – Monthly rental charges towards leasing of the vehicle including insurance, maintenance and other taxes/levies as applicable.
  - Part B – Salary of the Driver in compliance with applicable minimum wages including E.P.F. (if applicable) and Insurance (mandatory to cover accident/related injury). However, the L1 shall be calculated on the basis of total price quoted (Part A + Part B).
24. Any payment required to be made by the Agency/Individual to its personnel in compliance to any of the rules under jurisdiction shall be the sole responsibility of the Agency. This would include specific responsibility with regard to provision of minimum Wages act and/or Law, as applicable from time to time. The onus of compliance purely lies with the agency and the Institute will, in no case, be responsible for default, in this regard. However, the Institute reserves the right to disburse the driver's salary by the contractor in presence of its designated officer in case of any default.
25. If the bidder is a self employed individual where E.P.F. & E.S.I. is not mandatorily applicable, the driver must compulsorily be insured to cover any accident or related injuries/disablement/death at the cost and responsibility of the bidder. The copy of the insurance must be submitted after selection before entering into contract.
26. The Validity of the offer must be for **60 Days**.
27. The Agency/Individual shall abide by all statutory laws, rules and regulation of the state Govt. /Central Govt. as per jurisdiction.

28. All documents as mentioned in Annexure-I has to be submitted along with the bid failing which the bid shall be rejected.
29. Employees of the Institute, individuals related to them and organizations in which Institute employees hold stake are not eligible to quote. If found so the bid shall be rejected.
30. It is the responsibility of the agency/individual to provide all the facilities to the driver engaged under this contract during the lease period such as E.P.F., E.S.I and Insurance benefits as applicable as per Government rule. The Institute shall not have any liability towards payment of salary, perks or other benefits to the Driver employed by the agency/individual.
31. The driver engaged by the agency should abide by the codes of conduct of the Institute, and behave in a disciplined way respecting operative terms and conditions of the contract. In case of any deviation from the operative conditions or absence or denial of assigned duty shall lead to immediate termination of service of the driver and the leasing agency shall immediately replace the driver with a suitable candidate fulfilling the essential requirements as laid down in the contract with due approval of the institute authority.
32. No manpower and/or resources should be engaged exclusively for this contract; when the contract terminates there shall be no physical or moral pressure on the Institute, on grounds of "person and/or resources displaced from job". The Institute shall not entertain such claim.
33. During the lease period, all safety measures must be taken care of by the agency /individuals for the vehicle and the personnel engaged under this contract. Any safety hazard occurring during the lease period shall be the sole responsibility of the Agency/Individual. The institute shall in no way be liable for any such incident occurring during or in connection with this contract.
34. The Institute rules shall be binding for execution of the contract. Further in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, the Director, NIT, Rourkela is the sole arbitrator to decide the same and his decision is final and binding on both the parties as per the provisions of the Arbitration and Conciliation Act 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Rourkela only.
35. The vehicle can be de-hired giving prior notice of one month considering the requirement of the institute for which no compensation will be paid by the institute.
36. The Institute reserves the right to cancel /reject any or all proposals without assigning any reason thereof.

**PROPOSAL FOR HIRING OF VEHICLE ON LEASE BASIS**

1. Name of the Firm/Agency/Individual : \_\_\_\_\_
2. Full Postal Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Office/Residence Phone No./ Mobile No. : \_\_\_\_\_  
(Mandatory)
4. Office Fax No. If any : \_\_\_\_\_
5. Name(s) of the Proprietor/Partners : \_\_\_\_\_
6. PAN Card No. : \_\_\_\_\_  
[Enclose Photocopy]
7. Details of the financial Institution : \_\_\_\_\_  
If the vehicle is hypothecated
8. a) Name and address of the driver : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b) Experience (attach supporting documents) : \_\_\_\_\_
- c) Driving Licence No.(attach photo copy : \_\_\_\_\_
9. Details of the E.M.D : Rs.....  
Vide DD No..... Dt.....

**Signature of the Proprietor/ Partner**

**N.B. (Please enclose photocopy of the following documents along with the form)**

- 1) Identity proof (Voter ID/PAN Card/Driving License/Passport) (Mandatory).
- 2) Residential proof (Electricity bill/Landline Telephone bill/Ration Card) (Mandatory).
- 3) Driving licence , Experience certificate/documents of Driver (Mandatory)
- 4) Details of the vehicle (If available) RC. Book, Insurance copy, Sell Invoice
- 5) PAN Card of the owner.

(To be printed on the letter head of the firm)

**PRICE-BID**

Components	Description	Quoted price per month
Part -A	Monthly rental charges towards leasing of the vehicle including insurance, maintenance and other taxes/levies as applicable	Rs.....
Part-B	Salary of the Driver including EPF.(if applicable) and insurance (mandatory)	Rs.....
Total Price (Rs.)		
In words : Rupees ..... only) (Inclusive of all taxes as applicable)		Rs.....

**Declaration**

I hereby declare that my quoted price is inclusive of all taxes / levies as applicable and insurance of the vehicle as well as of the driver. I shall abide by all statutory rules and regulations as per jurisdiction and adhere to the operative terms as laid down in the tender documents and contract.

\_\_\_\_\_  
Signature of proprietor / Partner