

**NATIONAL INSTITUTE OF TECHNOLOGY  
ROURKELA – 769008**



**TENDER FOR “EMPANELMENT OF AGENCY FOR  
PROVIDING TRANSPORT SERVICES ON ANNUAL RATE  
CONTRACT” AT NATIONAL INSTITUTE OF  
TECHNOLOGY ROURKELA.**

**Tender Notice No.: NITR/PW/RC-VEHICLE/2025/344**

**Date: 25/03/2025**

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# NOTICE INVITING TENDER FOR “EMPANELMENT OF AGENCY FOR PROVIDING TRANSPORT SERVICES ON ANNUAL RATE CONTRACT” AT NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA.

**(E-Procurement Mode Only)**

National Institute of Technology Rourkela, an institute of national importance under the Ministry of Education, Government of India, invites online bids from eligible, capable and qualified agency for providing vehicle service on annual rate contract. On behalf of the Director, NIT Rourkela, online tenders are invited through the e-Procurement module of the CPP Portal.

Tender Documents may be downloaded from the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) or the NIT Rourkela website <https://www.nitrkl.ac.in/PurchaseSection/MiscTenders>.

## **1. IMPORTANT DATES OF TENDER**

1.	Title of the Tender	<b>Tender for “Empanelment of Agency for providing Transport Services on Annual Rate Contract” at NIT Rourkela - 769008</b>
2.	Date of publication of tender	<b>25/03/2025 (18:00 Hrs.)</b>
3.	Bid Documents download start date	<b>25/03/2025 (18:00 Hrs.)</b>
4.	Pre-bid meeting date and location	<b>NA</b>
5.	Bid Documents download end date	<b>15/04/2025 (11:00 Hrs.)</b>
6.	Last date of submission of tender	<b>15/04/2025 (11:00 Hrs.)</b>
7.	Technical Bid Opening Date	<b>16/04/2025 (11:00 Hrs.)</b>
8.	Financial Bid Opening Date	To be informed to the technically qualified bidders later.
9.	Tender Fee	A non-refundable fee of <b>INR 1000/- (Rupees One Thousand only)</b> to be deposited through ONLINE mode only using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form.
10.	Earnest Money Deposit / Bid Security	A refundable fee of <b>INR 10,000/- (Rupees Ten Thousand only)</b> to be deposited through ONLINE mode only using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form.
11.	Contract Period	<b>Initially for one year</b> (Extendable for two more years on yearly basis subject to satisfactory performance during the review and assessment at the end of each year.)
12.	Bid Validity	<b>120 days</b> from the date of opening of technical bids.
13.	Address for Communication	<b>Deputy Registrar (Purchase &amp; Works Office)</b> National Institute of Technology Rourkela Tel: 0661-2462051/2082 Email: <a href="mailto:eprocurementcell@nitrkl.ac.in">eprocurementcell@nitrkl.ac.in</a>

**IMPORTANT:** Prospective bidders are advised to regularly visit CPP Portal and Institute website for any Updates/Corrigendum/Amendment. Any subsequent updates will be announced exclusively on the Institute website."

## **2. SCOPE OF WORK**

The objective of this tender is to empanel the firm/agency for providing transport services for the official use of NIT Rourkela. These services will include travels within Rourkela city, as well as intrastate and interstate journeys. The selected firm/agency shall operate in strict compliance with the guidelines set forth by the Transport Office, NIT Rourkela. The scope of work may vary over time to time, including increase or decrease in numbers of vehicle depending upon the requirements of NIT Rourkela. The empaneled firm/agency shall provide the vehicles based on the scope of service as follows but shall just not be limited to it.

1. The rates must be quoted by the bidder for various categories of trips, including Driver & Fuel costs as per the format prescribed in the price bid BoQ. All vehicles provided shall possess a valid RTO taxi permit, necessary national permits/licenses/clearances, including but not limited to fitness certificate along with comprehensive insurance coverage, PUC, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies. Additionally, any other requirements necessary to fulfill the scope of services shall be the responsibility of the service provider.
2. The requirements for vehicles on a trip basis shall be informed to the empaneled service provider via email/phone/online portal.
3. The Kilometers shall be calculated based on actual pick-up and drop-off points as specified by the Transport office of the Institute. No claims shall be entertained for billing from garage to garage.
4. The successfully empaneled service provider shall ensure that vehicles provided are **not older than four years** at the time of empanelment. The vehicles must be well maintained for official usage of NIT Rourkela.
5. The vehicles provided shall be as per the specified requirement and be equipped with an emergency medical first aid kit, fire extinguisher, required tools, spare wheels and spares for any repairs that may need to be carried out en-route.
6. The service provider shall ensure that both interior and exterior of the deployed vehicles are thoroughly cleaned and maintained properly. The boot must be kept free of dust, rubbish, oil, unpleasant odors, and any personal belongings of the driver.
7. The vehicle should be in very good condition with a trouble-free and noiseless engine. In case the condition of the vehicles provided is found to be unsatisfactory, they shall be returned for immediate replacement within the scheduled time as per the user requirement. If no replacement is provided within the scheduled time, NIT Rourkela reserves the right to hire vehicles from the market and expenditure incurred by NIT Rourkela shall be borne by the empanel agency that failed to provide the required service.
8. The Service Provider shall ensure that all maintenance work related to the assigned vehicles is carried out promptly and efficiently. It shall be the responsibility of the service provider to ensure that all electrical connections including lights (both back and front), horn, turn indicators, air conditioning, heating equipment, and all other amenities are regularly inspected and maintained in top condition to prevent any inconvenience to the user.
9. The service provider shall be responsible for ensuring strict compliance with all the provisions related to Labour Law [Central/State] and especially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 and any other applicable laws or regulations, and amendments thereof, during the tenure of the contract. The service provider shall be sole responsible for compliance with all applicable laws, acts, and rules, and NIT Rourkela shall not be held liable in any manner for any non-compliance.

10. Vehicles, along with drivers, must be deployed at the NITR campus with a full or sufficiently filled fuel tank. Drivers should hold valid taxi driving licenses with minimum of three (3) years of experience in driving Cars or Buses.
11. The service provider shall ensure that all drivers are provided with the proper uniform and badges and photo identity cards at their own cost, in compliance with the Motor Transport Workers Act 1961.
12. The service provider must ensure that all necessary measures are adopted by their driver to prioritize the passenger safety, by avoiding negligent driving practices such as over speeding, rash driving, and operating a vehicle with faulty or defective brakes/gears, amenities etc.
13. The driver of the vehicle must have a working mobile number for easy contact by the officials. Additionally, the driver must maintain an active internet connection in his mobile phone at all times for the use of google maps, ensuring navigation through the shortest and/or fastest route while avoiding traffic jams. The driver must be reachable at all times during duty hours.
14. The driver must be decent, well behaved and should not have any criminal antecedents. It shall be the responsibility of the service provider to verify the driver's background and ensure that a police verification is conducted prior to deployment and documentary evidence thereof may be submitted to the officials. The conduct of the driver shall be the sole responsibility of the service provider, and NIT Rourkela shall not be held liable in any manner whatsoever in this regard.
15. Drivers of the vehicles deployed must maintain polite and courteous behavior towards the users during the service. Any form of "misbehavior," including but not limited to, consumption of tobacco/alcohol during or prior to duty, refusal to perform duties, use of abusive language, or theft, inappropriate dress code, shall result in damages.
16. The Service Provider shall not deploy or discontinue the deployed personnel unless specifically requested by the NIT Rourkela and must ensure the prompt replacement of such personnel without any additional cost to NIT Rourkela. The deployed personnel should ordinarily be continued and should not be changed without prior consultation with NIT Rourkela.
17. In an event that empaneled agency / service provider fails to deliver or complete tasks as per the agreed schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the empaneled agency / Service Provider at their own cost shall make alternate arrangement by providing similar or higher class of vehicle(s), without any additional charges. Failure to do so will result in a levy of damages, and NIT Rourkela reserves the right to recover damages as per the provisions of the contract.
18. If a service provider provides a vehicle, which is of higher class than the requested type, payment shall be made according to the requested vehicle. Vehicles of lower class than the requested type of vehicle shall not be accepted.
19. NIT Rourkela shall not be responsible for any violation of traffic rules and /or infringement of any other laws in force, whether committed by the driver of the vehicle or by the service provider. The service provider shall bear the cost of full responsibility for such violations.
20. In case of any accident to the vehicle, it shall be the responsibility of the empaneled agency / service provider or his representative (drivers) to promptly lodge an FIR with police and handle all necessary judicial procedures and formalities.
21. NIT Rourkela shall not be held liable for any damage to public property and /or any third person arising from accidents that occur during the deployment of a vehicle by the empaneled agency/service provider. Appropriate comprehensive insurance should be done by the service provider to meet such incidents.

22. The expenses towards the salaries of drivers, repair & maintenance, fuel, engine oil, damages due to accident, comprehensive insurance, road tax, and any other necessary renewals shall be borne by the empaneled agency / service provider at their own cost.
23. Toll charges, parking charges, and border tax shall be paid separately by NIT Rourkela, based on actual expenses, upon the submission of invoices along with the monthly bill, and subsequent certification by the PIC of the institute.
24. No individual, other than the authorized representative or driver of the empaneled agency / service provider shall be permitted to enter the office premises. Furthermore, the drivers or personnel provided by the empaneled agency / service provider shall not have any employee, employer relationship with the Institute and should not claim so under any circumstances.
25. The personnel or driver of the empaneled agency / service provider shall not engage in any private work within the office premises, other than the duties assigned to them.
26. The empaneled agency shall provide the details of the deployed vehicle and driver via SMS / email to the user/custodian of the Institute. Additionally, the service provider will designate a supervisor/coordinator who will be responsible for ensuring seamless communication with NIT Rourkela, thereby facilitating the uninterrupted provision of services. The supervisor/coordinator should be available round the clock through direct or mobile telephone to promptly respond to service requests especially in urgent or emergency situations. The supervisor/coordinator should be accessible during holidays and Sundays to meet requirements of NIT Rourkela.
27. The vehicle engaged should arrive on time at the designated location and no detours, including stops for fuel or other reasons, shall be permitted.
28. The driver is responsible for maintaining the logbook accurately and ensuring it is signed by the passenger/user upon the completion of the trip.
29. The contractor shall submit the monthly Invoice based on actual hours and kilometers traveled and as per the agreed rates. Only toll charges, border tax, Night halt fees, and parking charges will be reimbursed separately, provided they are included in the invoice along with the relevant receipts.
30. During the term of the contract, if the services provided by the empaneled agency fail to meet the standards outlined in the scope, the Institute reserves the right to terminate the empanelment and shall notify the contractor accordingly.
31. The vehicle must have an approved 'For Hire' registration in the state of Odisha. Additionally, RTO clearance in all aspects is mandatory at the time of inspection.
32. **Insurance:** The service provider shall be responsible for ensuring that the vehicle is comprehensively insured in compliance with the provisions of the prevailing Motor Vehicle Act, 1961. The service provider shall produce proof of insurance for the vehicle and ensure it remains insured throughout the contract period. In the event of an extension of the contract period, the insurance shall be renewed accordingly. If the Vehicle is involved in an accident resulting in loss or damage to property or life with respect to vehicle, driver, passenger or any third party as per the liability, the NIT Rourkela shall have no responsibility whatsoever and will not entertain any claim in this regard. The cost of insurance shall be borne by the Service provider.
33. The empaneled agency or contractor is responsible for providing tea, coffee, and meals for the driver. The Institute's facilities will not be available for this purpose.
34. The personnel engaged by the service provider will be subject to security check by the Institute Security or an authorized employee in charge while entering or leaving the campus premises.

35. The vehicle provided to the Institute must not be owned by any employee of this Institute, their family members or dependents. An undertaking to this effect shall be submitted before entering into the contract.
36. The vehicle rate contract shall be utilized by other departments of the institute for the official purposes and payment shall be settled by the concerned departments. Rate contract may also be utilized by NIT Rourkela community members for their personal usage. However, NIT Rourkela shall not be responsible for the payments for hires that are not initiated by the Transport Office/user departments. The service provider will be required to settle payments directly with the individual or group users in case of usage for the personal purpose. NIT Rourkela shall not be liable for payments for services provided directly by the service provider to the individual or group users upon their request, nor shall the Transport Office engage in any mediation.
37. **Contract Agreement:** The successful Bidder has to execute a contract Agreement with NIT Rourkela on the non-judicial stamp paper of Rs.100/- (Rupees One hundred only) and Rs. 20/- (Rupees Twenty only). The cost of stamp paper shall be borne by the successful Bidder. NIT Rourkela reserves the right to amend the terms & conditions of contract/Empanelment after Mutual discussions and shall only be in writing.
38. Damages: The default and consequential damages will be applicable below:

Sl. No.	Nature of Default	Damages for poor performance (in Rs.)			Remarks
		1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance	
1	Non-deployment of vehicle in time	Amount of charges for vehicles hired by NITR from third party	Amount of charges for vehicle hired by Buyer from third party and damages of Rs. 500/- per car and Rs. 1500/- per bus.	Amount of charges for vehicle hired by Buyer from third party damages of Rs. 1000/- per car and Rs. 2000/- per bus.	After the 3rd instance, the NITR may terminate the contract or continue to impose the same damages as imposed for the 3rd instance.
2	Breakdown of vehicle during trip (no replacement provided within 2 hours of the incident)	Amount of charges for vehicles hired by NITR from third party	Amount of charges for vehicle hired by Buyer from third party and damages of Rs. 500/- per car and Rs. 1500/- per bus.	Amount of charges for vehicle hired by Buyer from third party damages of Rs. 1000/- per car and Rs. 2000/- per bus.	After the 3rd instance, the NITR may terminate the contract or continue to impose the same damages as imposed for the 3rd instance.
3	Delay in arrival of vehicle / driver for 30 mins or more.	Amount of charges for vehicles hired by NITR from third party	Amount of charges for vehicle hired by Buyer from third party and damages of Rs. 500/- per car and Rs. 1500/- per bus.	Amount of charges for vehicle hired by Buyer from third party damages of Rs. 1000/- per car and Rs. 2000/- per bus.	After the 3rd instance, the NITR may terminate the contract or continue to impose the same damages as imposed for the 3rd instance.
4	Misbehavior by driver / unacceptable behavior by driver (any instance)	Rs. 1000/-	Rs. 1500/-	Rs. 2000/-	After the 3rd instance, the NITR may terminate the contract or continue to impose the same damages as imposed

					for the 3rd instance.
5	Driver in intoxicated state (any instance)	Rs. 1000/-	Rs. 1500/-	Rs. 2000/-	After the 3rd instance, the NITR may terminate the contract or continue to impose the same damages as imposed for the 3rd instance.
6	Causing damage to public property	Three times the market value of the damaged property or Rs. 3000/- whichever is higher as per default.			
7	Failure to address deficiencies pointed out at inspection	Rs. 500/-	Rs. 800/-	Rs. 1200/-	After the 3rd instance, the NITR may terminate the contract or continue to impose the same damages as imposed for the 3rd instance.

### **3. INSTRUCTIONS TO BIDDERS**

#### **3.1 Tender Fee & Earnest Money Deposit (EMD) / Bid Security:**

1. Tender Fee (non-refundable) of **Rs. 1000/- (Rupees One Thousand only)** and EMD / Bid Security (refundable) of **Rs. 10,000/- (Rupees Ten Thousand only)** to be deposited through **ONLINE** mode only using **NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form.**
  - a) The bidders are allowed to submit their bid only after the successful payment of EMD.
  - b) The bidders are required to submit a proof of successful payment details of Tender Fee and EMD along with technical bid i.e. transaction reference no, bank details and UTR no. Any other mode of payment shall not be entertained.
  - c) In online payment of Tender Fee and EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by NIT Rourkela within the specified period i.e. **15/04/2025 (11:00 Hrs.)** to any reason(s) whatsoever then the bid will not be accepted. Tender Fee and EMD received after due date and time as specified will be forfeited.
  - d) Bank details for NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form is as follows:
    - Bank Name: State Bank of India**
    - Branch: NIT Campus, Rourkela, Odisha**
    - Account Name: Security Deposit Account**
    - Account No.: 30046305869**
    - IFSC: SBIN0002109**
2. EMD / Bid Security of the unsuccessful bidder will be returned to them without any interest at the earliest and latest on or before 30 days after the award of the contract to the L1 bidder.
3. Bids received without Earnest Money Deposit and Tender Fee shall stand technically disqualified and thus shall not be considered for evaluation at any stage.



4. The EMD / Bid Security of the bidder who withdraws their bid in breach of terms and conditions of the contract, withdraws at any stage after the opening of the technical bid or the price bid and who evades or refuses to accept the Award of Contract after being L1 within the period of validity, shall be liable to forfeiture.
5. The EMD submitted by the successful bidder shall be refunded within thirty days of submission and acceptance of the Performance Security/Performance Bank Guarantee/ Security Deposit in case of award of contract.

### **3.2 Bid security Exemption:**

1. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for goods produced and services rendered, are exempted from EMD. Accordingly, MSEs shall be required to submit a valid Udyam Registration Certificate for availing benefit under MSE Procurement Policy. The benefit as above to MSMEs shall be available only for Goods produced and services rendered by MSMEs. However, traders are excluded from the purview of MSME Procurement Policy.
2. Startup(s) as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India, are exempted from Bid Security. However, they have to enclose valid self-attested registration certificate(s) along with the tender to this effect.
3. Eligible MSE and startup bidders who seeks exemption from Bid Security as per above clause, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to execute the contract, or to submit a performance security before the deadline defined in the request for bids document/contract, they will be suspended for the period of three years or for a period as decided by the competent authority from being eligible to submit bids for future contracts with the NIT Rourkela. Bidders should submit the duly filled and signed declaration as per the attached format in **Annexure-IX**.
4. Those firms who have applied for renewal of registration with any of the above bodies but have not obtained the valid certificate as of the closing date of the tender are not eligible for exemption.

### **3.3 Performance Security / Security Deposit:**

1. The successful bidder shall have to deposit a Performance Security (PS) of **Rs. 20,000/- (Rupees Twenty Thousand only)**, within 15 days after the issuance of the Work Order, through ONLINE mode using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form. The Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.
2. The Performance Security will not attract any interest. Any pending dues shall be adjusted recovered from PS.
3. The Performance Security shall be liable to be forfeited if the successful bidder fails to undertake the work within the stipulated period or fails to comply with any of the terms and conditions of the contract.

### **3.4 Eligibility Criteria:**

1. **Status:** The bidder shall necessarily be a legal entity either in the form of sole proprietorship, partnership, Limited, or Private Limited Company registered under the Companies Act 1956 or subsequent amendments of the act. The bidder in the form of a Joint Venture (JV) / Consortium is not permitted. A copy of Registration No. under the Shop & Commercial Establishment Act 1956 may be enclosed. Proof in support of the firm/bidder must be attached.

Bidder must have an **office or workshop set up in Odisha** to ensure operational conveniences. To meet this requirement, the bidder or firm must have been incorporated or established for a minimum of two years in Odisha and must currently be engaged in the same line of business. The two-year

period will be calculated as per the date specified in incorporation or establishment certificate or proof in support of the local address and the copy of certificate must be submitted for verification.

2. **Financial Capacity:** The Bidders should have a minimum average annual turnover of **Rs. 4,00,000/- (Rupees Four Lakh)** in the last three financial years i.e. FY **2021-22, 2022-2023, 2023-2024**. Bidders are required to submit documentary evidence like an Audited Balance Sheet, Profit & Loss Statement, and Income Tax Return (ITR) duly certified by a Chartered Accountant. The firms must be willing and/or capable of sustaining themselves financially until bills are processed and payments are released.
3. **Experience:** Bidder should have a **minimum one year of experience** of providing the transport services (hiring of Light/Heavy vehicle) on hire basis to the Government Offices / Public Sector Undertakings/Autonomous Bodies (State or central) in the last five financial years i.e. Financial Year 2019-20 to 2023-24. A copy of the Work Orders / Service Orders pertaining to transport services along with experience and satisfactory performance certificate against the respective work order (**Annexure-VII**) should be produced in support of their experience. Copy of work order without respective satisfactory performance report shall not be counted as a valid experience.
4. **Vehicle Ownership or Lease:** Bidders must own a **minimum of three vehicles**, each commercially registered with a carrying capacity of at least Four persons (excluding the driver). The vehicles **should not exceed four years of age** as on last date of bid submission and must be registered under the name of the bidder (agency/proprietor) in accordance with the prevailing motor vehicle act. Each vehicle must have comprehensive insurance coverage.
5. **"Any bidder with a history of unsatisfactory past performance with the NIT Rourkela in the last three financial years, including those issued with show cause or warning letters, such bidders shall be disqualified on technical grounds."**

### **3.5 Documents to be submitted by Bidder along with the technical bid:**

1. Category of Bidder, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-operative Society, etc. along with the following documents:
  - a. In the case of Proprietary Firm, attested copy of the affidavit of Sole Proprietary.
  - b. In the case of the Partnership Firm, an attested copy of the Partnership deed along with amendments if any, and proof of registration, if any.
  - c. In the case of Limited Companies, an attested copy of the Memorandum & Articles of Association, Certificate Incorporation, Authorized, Subscribed and paid-up capital.
  - d. In the case of Co-operative Society, an attested copy of the certificate of registration from the Registrar of Co-operative Societies.
  - e. If required, the original documents will have to be produced for verification at the time of the Technical Bid Evaluation.
2. A Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Company shall be signed in the name of the company, by a **person duly authorized on its behalf**. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the agency **is duly authorized to do so shall accompany the tender**. The Tender submitted without furnishing the full particulars or tender documents without strictly adhering to the directions given herein shall be technically disqualified.
3. Information about the officer of the firm/company being an employee, past or present, or relationship of any employee of NIT Rourkela with Proprietor, Partner – Director of the firm is to be furnished.

4. Whether the bidder or any of the Proprietor, Partner, Director, Shareholders, or their spouse working as contractors in NIT Rourkela, or any Government Department / Public Undertaking has been:
  - a. Blacklisted.
  - b. Removed from the approved list of Contractors.
  - c. Demoted to the lower class of job.
  - d. Under orders for banning or suspending business with him/them. if yes, give the details indicating the period.
  - e. Convicted by a court of committing any offense.
5. Copy of GST Registration Certificate;
6. Copy of Permanent Account Number (PAN);
7. Copy of Labour License, issued by the Labour Commissioner; (if applicable)
8. Registration Certificate of Employee Provident Fund Organization (EPFO); (if applicable)
9. Registration Certificate of Employee State Insurance Corporation (ESIC); (if applicable)
10. A Copy of Audited Balance sheet, Profit & Loss Statement, and Income Tax Return for last three years ending on 31<sup>st</sup> March 2024;
11. Proof of local office Address (valid rental agreement/ proof of ownership documents);
12. A Copy of requisite work orders/ service orders/ completion certificate and experience certificate along with performance satisfactory certificate issued by the organization;
13. The following documents should be furnished in support of proof of ownership or lease:
  - a) Vehicle Model
  - b) Registration No. etc, RTO Registration details, RC Book
  - c) Up to date Road Tax paid details
  - d) Up to date insurance policy
  - e) Up to date Taxi permit
  - f) Up to date Fitness certificate of the vehicle
  - g) Up to date Pollution certificate
  - h) Up to date Hypothecation details
14. Duly signed Checklist for technical bid (Annexure – I);
15. Duly signed tender acceptance letter (Annexure-II);
16. Duly signed Self Declaration-Non-Blacklisting (Annexure-III);
17. Duly signed Performance Report issued by previous organization (Annexure – IV);
18. Duly signed Experience details of the bidder (Annexure-V);
19. Duly signed Annual turnover details of the bidder (Annexure-VI);
20. Duly signed Company details of the bidder (Annexure-VII);
21. Duly signed Bid security declaration for EMD-exempted bidders (Annexure-VIII); (if applicable).
22. Details of owned commercially registered vehicles (Annexure-IX).

***NOTE: The Bidder must attach self-attested copies of the above-mentioned documents along with the techno-commercial bid. Any bid not accompanied by the above documents shall be technically disqualified.***

### **3.6 Bid Evaluation Procedure:**

#### **3.6.1 Techno-Commercial Bid Evaluation:**

1. Techno-commercial bids will be opened on the specified date & time by the Tender Evaluation Committee duly constituted by the competent authority of NIT Rourkela. The bids will be evaluated based on the documents submitted by the bidders in the e-Procurement module of CPP Portal and

the satisfactory performance report from the previous works. The decision of the committee will be final and binding on all bidders and can't be questioned at any stage of evaluation.

2. The Institute also reserves the right to seek confirmation/clarification from the issuing agency for the supporting documents submitted by the bidder.
3. To assist in the examination, evaluation and comparison of the bids, and qualification of bidders, the committee may, at its discretion ask any bidder for a clarification of its bid. The committee's request for clarification and the response shall be in writing through e-procurement mode only. No other mode shall be entertained. Any clarification submitted by a bidder that is not in response to a request shall not be considered.
4. If any bidder fails to provide the requested clarification/information within the stipulated date and time given by the Institute, the bid shall be technically disqualified.
5. The request for clarification and the response shall be in writing, without change in the price or substance of the bid offered shall be permitted.
6. Financial bids of those bidders whose techno-commercial bids are found technically qualified shall be opened by the Committee on the specified date & time. The same shall be communicated to the prospective bidders through e-mail by NIC.

### **3.6.2 Financial Bid Procedure & Evaluation:**

1. Bidders are advised to quote the offer inclusive of all aspects of service delivery, manpower and consumables required to provide the service (inclusive of all charges and expenditure required to be incurred by the bidder for the prescribed scope of work as per the bid document) excluding applicable taxes. Only taxes as applicable shall be paid extra over and above the quoted rates.
2. The Financial bid (BOQ) shall be in Excel sheet form. The financial bid (BOQ) of all techno-commercially qualified bidders may be opened by the committee on the scheduled date & time.
3. **Benchmark Rate:** Benchmark rate will be declared for all the items mentioned in BOQ based on item wise lowest rates quoted by bidders qualified technically. In case of an abnormal rate (as per our internal assessment) for any item, NIT Rourkela may go for market rate. In such cases the rate decided by NITR shall be final and binding upon all.
4. **Empanelment of Service Providers:** The benchmark rate shall be offered to all qualifying bidders for their acceptance. The bidders who accept the benchmark rate shall be empaneled as the service providers.
5. **Award of contract/distribution of work:** The distribution shall be equal on rotation basis as far as practically possible. The distribution of the services shall also be based on quality of the service provided and subsequent feedback.
6. The decision of the Tender evaluation committee is final and reserves the right to summarily reject all the bids without assigning any reason thereof.
7. After completion of tendering process, if required, NIT Rourkela may empanel more than one bidder, who meet the tender criteria for empanelment and match the benchmark rate (L1 rates) even in the advertised categories. The decision of the Institute in this matter will be final and binding on all the bidders/empaneled agencies.
8. If a bidder quotes predatory pricing/abnormally low bids, the tender evaluation committee may ask for written clarification from the bidder for detailed price analysis/ price break-up/price justification of its bid price in relation to scope, schedule allocation of risks and responsibilities, any other requirements of the bid documents during the financial evaluation process.
9. If, during the evaluation of the price analysis/price justification, the bidder fails to demonstrate the basis of the quoted price with substantiating documents/evidence/calculation, the committee at its sole discretion shall reject the bid.

### **3.7 Delivery Schedule:**

The successful bidder shall have to start the services within **one calendar month** after issuance of Service Order as per terms and conditions of the tender/contract.

### **3.8 Monthly Payment Terms:**

1. The successful bidder shall submit the monthly bills in duplicate after satisfactory completion of the service to the designated officer of the Institute for certification for payment. The officer (Transport Department), on receipt of the bill, will check the work record, and thereafter process the bill for payment. The agency will make the wage payment and statutory payments to its staff as per extant rules and regulations. The payment will be made by online transfer within 15 working days from the date of submission of bills along with the following documents:
  - a) Original Invoice.
  - b) Logbook and Trip Sheet duly signed by users and controlling officer of the NITR.
  - c) Satisfactory performance report duly signed by Head of the Department concerned for the respective month.
  - d) All remittances proof for the bank activity of the personnel/employees deployed for the respective month are to be duly signed and submitted along with the bills.
2. Income Tax, TDS, damages, if any and other statutory levies as applicable from time to time will be deducted from the monthly bill of the successful bidder.
3. In case of any delay in the processing of the bills, the successful bidder shall be required to ensure the payment of the monthly remuneration and statutory due to the personnel deployed by the agency within 7th of every month and there should be no linkage between this payment and the settlement of the contractor's bill from the Institute.
4. Under any circumstances, no advance payment will be made.
5. The contractor needs to provide details of his Bank Account number, name and address of the bank, Branch and Branch Code, IFS code, etc., to facilitate payment through a bank (digital payment).
6. The contract is purely a service contract. The contract value shall remain unaltered during the validity of the contract.

### **3.9 Key factors to be considered during bid submission:**

1. The tender shall be valid for 120 days for acceptance from the date of opening of the technical bid and withdrawal in between shall entail the forfeiture of Earnest Money Deposit.
2. Tenders containing overwriting or erasing, without authentication with full signature in the page(s) of "Schedule of Rates" (Financial Bid) and amount/quantity not shown in figures and words will be liable for rejection.
3. The rates quoted in the tender by the bidder shall be in figures as well as in words. In case of a discrepancy in the rate between the figure and words, the value written in words shall be taken as the final quoted rate.
4. Tenders submitted with rates in units other than those prescribed in the "Schedule of Rates" or not submitted in the prescribed format of the Price Bid (BOQ) will be disqualified.
5. The rate in the tender shall cover/include all statutory duties/taxes/levies etc. as on the closing date of tender excluding GST, unless specified.
6. Conditional tenders either in Part – I or Part – II of the tenders shall be liable to be rejected.
7. Any request from the bidder in respect of any additions, alteration, modification, correction, etc. of either terms and conditions or quoted rate, after the opening of the technical bid, shall not be entertained under any circumstances.
8. By submitting a bid, the bidder will be deemed to have satisfied himself that the rate quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached and all conditions and difficulties that may arise during its progress/execution have been considered. Any complaint in this regard after submission of the offer shall not be entertained.
9. Canvassing in any form is strictly prohibited and the bid submitted by the bidder who resorts to canvassing will be liable for rejection.
10. The Authority of NIT Rourkela reserves the right to accept/reject any or all bids without assigning any reason thereof.

11. Proprietary firms, Registered Firms, Registered Partnership Firms, Private Limited Companies, Public Limited Companies, Co-operative Society etc. formed after the publishing date of the tender are not eligible.
12. It shall be the responsibility of the person/firm submitting the tender to ensure that the tender has been submitted in the format as per the terms and conditions prescribed in the Institute website and no change is made therein after submission of the tender. In the event of any doubt regarding the terms and conditions/format, the person concerned may seek clarification from the authorized officer of the Institute. In case any tampering / unauthorized alteration is noticed in the submitted tender documents, the said tender shall be rejected straightaway.
13. Before submitting the tender, the bidder should ensure that the details/documents are submitted as per the checklist.
14. For any clarification, please contact: -
  - **Deputy Registrar (Purchase & Works),**  
**NIT Rourkela, Rourkela – 769008**  
**Ph. No.: 0661-246-2051/2082;**  
**Email: [eprocurementcell@nitrkl.ac.in](mailto:eprocurementcell@nitrkl.ac.in)**
  - Or**
  - **Prof. Dillip Kumar Pradhan (PIC-Transport Service)**  
**NIT Rourkela, Rourkela – 769008**  
**Ph. No.: 0661-2462729;**  
**Email: [dillippradhan@nitrkl.ac.in](mailto:dillippradhan@nitrkl.ac.in)**

**NOTE:** *At any time before the deadline for submission of proposals, the institutions reserve the right to add / modify / delete any portion of this document by the issuance of a Corrigendum, which will be published on the website and will also be made available to the all the Bidders who have been issued the tender document. The corrigendum shall be binding on all the bidders and will form part of the bid documents.*

## **4. GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

### **4.1 Definitions**

1. **Approved** means approved in writing, including subsequent confirmation of previous verbal approval.
2. **Competent Authority** means the Director, NIT Rourkela or any officer authorized in this regard.
3. **Contract** means the Invitation to Tender, Instructions to bidders, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the bidder including his price offer, Performance Guarantee Bond and other Bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
4. **Contract Rate / Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions therefrom as may be made during the tender evaluation or thereafter.
5. **Contractor or Agency or Firm or Company or service provider** means “The Bidder” whose tender has been accepted and includes the Contractor’s authorized representative, successors, permitted assignees and legal heirs.
6. **Director** means and includes the Director of NIT Rourkela or his authorized representative.
7. **Duration of Contract / Contract Validity** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through a written communication.
8. **NIT** means National Institute of Technology, Rourkela represented through an authorized officer for this contract or Director as the case may be.
9. **Authorized officer / Representative** means and includes Asst. Registrar, Deputy Registrar, Registrar, Dean and Warden, HOD of NIT authorized or designated for this contract.

10. **Institute** means National Institute of Technology Rourkela. (in short NITR).
11. **Notice in writing** or written notice including notice in digital mode means a notice in written, typed, or printed characters sent or emailed (unless delivered personally or otherwise proved to have been received) by registered post/courier (with POD) to the notified address or the Registered office of the addressee, or the contractor's site office and shall be deemed to be sufficient service if so sent or left at that address.
12. **Terms and Conditions** means the General terms and Conditions of the Contract (GCC) herein mentioned and other stipulations incorporated in any part of the tender document and/or agreement.
13. **Tender** means an offer against enquiry/advertisement/Notice Inviting Tender submitted by the bidder in a single part or multiple parts like Techno-commercial part, price bid part.
14. **Tenderer/Bidder** means and includes the person or firm or company who has submitted a valid tender and also includes its authorized representatives, heirs, executors, administrators, successors, and assignees as approved by the employer.
15. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for the fulfillment of the Scope of Work and as set forth and required by the specifications and such additional instructions issued from time to time during the progress of the work.

#### **4.2 Responsibilities of NIT Officials:**

1. NIT's representative shall watch and oversee the work. He / She shall have no authority to relieve the contractor of any of his duties or obligations under the contract except through explicit written order under the contract or to order any work involving any delay or extra payment by NIT not to make any variations in the works.

#### **4.3 Assignment and Sub-Contracting:**

1. The contractor shall not assign the contract, or any part thereof, any benefit or interest therein to any third party without prior written consent of NIT Rourkela.
2. The contractor shall not sub-contract the works without written consent of NIT Rourkela and such consent if given shall not absolve the contractor from responsibility, liability, or obligation under the contract and he shall be responsible for the acts defaults or neglects of any sub-contractor, his agents, servants, or workman as fully as if they were the acts, defaults, or neglects of the contractor, his agents, servants or workman.

#### **4.4 Contract Documents:**

1. **Documents mutually explanatory:** The several documents forming the contract are to be taken as mutually obligatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by NIT who shall thereupon issue to the contractor instructions / directions indicating the manner in which the work is to be carried out.
2. **Further instructions:** The representative of NIT shall have full power and authority as delegated to him to issue to the contractor, from time to time during the progress of the work, such further instructions as shall be necessary for the purpose of proper and adequate execution of the work and the Contractor(s) shall carry out and be bound by such further instructions.

#### **4.5 General Obligations of the Contractor:**

1. **Sufficiency of Tender:** The contractor shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all his obligations under the contract and all matters things necessary for the proper completion.
2. **Illegal gratification, breach of contract:** The contract may be terminated and the Contractor shall be liable for any loss or damage resulting from such termination, if it is found that any bribe, gratuity, gift, loan, reward, or any other advantage, whether pecuniary or otherwise, has been directly or indirectly given, promised, or offered by the Contractor or any of their employees or agents to any person employed by NIT, who is in any way directly or indirectly involved in the contract. Additionally, the contract may be terminated if the Contractor has committed a breach of any of its terms.

**3. Code of Integrity:** All bidders are required to adhere to the Code of Integrity for Public Procurement in accordance with the regulations issued by the Government of India. Any violation of this code may lead to punitive actions, including contract cancellation, banning, blacklisting, or other actions initiated by NIT Rourkela as per extant rules.

**4. Debarment of Business Dealings:**

- i. As per the Rule 151 of GFRs 2017 a bidder or a firm shall be debarred if he has been convicted of an offence.
  - a) Under the Prevention of Corruption Act, 1988; or
  - b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

If a bidder debarred under the aforementioned clause, then the bidder or any successor of the bidder shall be ineligible to participate in procurement processes of NIT Rourkela for a period as decided by the Competent Authority with maximum ceiling of three years commencing from the date of debarment.

- ii. NIT Rourkela reserves the authority to debar a bidder or any of its successors from participating in procurement processes for up to two years if it is determined that the bidder has violated the code of integrity, as outlined in Rule 175 of GFRs 2017.
- iii. The Institute will maintain a list of debarred entities, which will also be publicly accessible on its website and may forward to appropriate ministry/department for hosting it in their domain.
- iv. The Institute adheres to the guidelines of the Ministry of Finance vide Office Memorandum No. F.1/20/2018-PPD dated 02/11/2021 for the purpose of debarring firms from bidding and participating in the procurement processes.

**5. Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance to influence the bid).

**6. Final Certificate:** The contract shall not be considered complete until a Final Certificate has been signed and issued to the contractor stating that the works have been completed by the terms of the contract. The Contractor has to submit a no-dues certificate evidencing the closure of contract.

**7. Notice:**

- a. **Service of notice to Contractor:** Any notice given to the Contractor under the terms of the contract shall be served to his representative by registered post/courier or by hand at his registered office or at the Contractor's site office.
- b. **Service of notice on NIT:** Any notice to be given to NIT under the terms of the contract shall be served by sending the same by registered post/courier to the office of Registrar, NIT Rourkela – 769008, Odisha.
- c. **Change of Address:** Any change of address of the Contractor shall immediately be notified to the Registrar, NIT Rourkela – 769008, Odisha.

**8. Safety:**

- a. The Contractor/Agency will be responsible for ensuring the safety of the people working under them.
- b. Except in special circumstances (to be recorded in writing and with due approval) the contractor will not be allowed to employ a subcontractor / petty contractor.
- c. For violation of safety norms, the damages may be imposed on the Contractor. The damages shall be decided after investigation and obtaining the report from the committee constituted for the purpose.



- 9. Policing of work:** Should the general conduct of the works including the Premises of NIT under the occupation of the Contractor lead to violation of any of the provisions of the Indian Penal Code either in consequence of riotous or illegal proceeding of the contractor's labour or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Contractor and not by the employer.
- 10. The Law in Force in Relation to Contract:** The contract or amendments thereof entered between the Principal Employer and the Contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.
- 11. Statutory Obligation:** The Contractor shall comply with all statutes, rules, regulations, by law and orders of statutory authority including but not limited to compliance of:
- a. Payment of Wages Act. (Linked to Govt. of India, as per rule/guidelines/circular of the Central Govt.)
  - b. Minimum Wages Act. (Linked to Govt. of India, as per rule/guidelines/circular of the Central Govt.)
  - c. EPF Act. (As per rules/guidelines/circular of the Central Govt.)
  - d. ESI Act. (As per rules/guidelines/circular of the Central Govt.)
  - e. Contract labour (R&A) ACT & such other laws if applicable for execution of the contract in question as employer of this staff engaged / deployed in execution (Linked to Govt. of India).
  - f. The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made thereunder from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.
- The list is indicative only, otherwise the contractor should be aware of all the Acts/Labour Laws and should follow diligently on the work. The contractor shall be fully and personally responsible for the violation of any Act/Labour Law
- 12.** If a bidder quotes an unworkable rate and is considered for placement of the order, the firm will be asked to justify the rate quoted and will have to give a Performance Guarantee Bond in addition to the Performance Security. The amount of performance guarantee bond will be decided by NIT at the time of placement of the order. The Earnest Money Deposit (EMD) of the bidder who refuses to give a performance guarantee bond will be forfeited and they will not be considered in retendering if the order/contract is not finalized from the present tender.

#### **4.6 Arbitration:**

All disputes or differences of any kind whatsoever arising out of or in connection with the contract work during the subsistence of the contract or otherwise, shall be governed by the provisions of ARBITRATION AND CONCILIATION ACT, 1966 and any statutory rules/amendments thereof.

#### **4.7 Jurisdiction & Right to Amend the Rules:**

- i. The Institute reserves the right to amend the rules whenever and wherever considered necessary & appropriate. The same shall be intimated to the firm in due course of time, which shall be final and binding on the firm.
- ii. The Institute rules shall be binding when executing the contract. If differences persist ever after arbitration & there are compelling reasons to go to court, it will be decided in the Court of Rourkela only.

#### **4.8 Contract Validity:**

- i. **Initially, the contract period will be for one year from the date of issue of the work order/Rate Contract.** It may be extended for two more years on a year-to-year basis subject to satisfactory performance and requirement of the Institute on the approval of competent authority. Any further extension beyond the tenure shall be purely based on performance of the service provider and as per the need of the institute. The contract shall be reviewed at the end of each term and the contract value may be revised based on the decision of the competent authority.
- ii. If the successful firm fails to initiate the job within one calendar month from the date of issue of the work order, the work order shall be cancelled immediately without assigning any reason thereof along with forfeiture of the Performance Security.
- iii. At any stage during the tenure of the contract, if the agency intends to withdraw from the service, the same may be addressed to the Registrar, NIT Rourkela.

#### **4.9 Contractor's Background:**

Persons convicted for any criminal offence involving moral turpitude/economic offences (other than freedom struggle) would not be eligible for execution of allotment Contract and if such a person procures any Contract by suppression of information, it shall be cancelled.

#### **4.10 Liabilities, Control, etc. of the Persons Deployed:**

- i. The personnel presented to the Institute by the agency should be of good character and should not have any Police records/criminal cases against them.
- ii. **Medical Fitness:** The service provider must ensure that personnel presented at NIT Rourkela are medically fit to perform their duties. NITR will not bear any expenses related to the medical fitness assessments, medical expenses, or other costs associated with ensuring that the personnel meet the necessary medical and legal standards. These costs are the sole responsibility of the service provider.
- iii. **Compliance with Labour Laws:** The service provider is required to strictly follow all applicable labour laws, rules, and regulations concerning the deployed personnel. This includes ensuring that the rights and welfare of the personnel are safeguarded according to applicable laws.
- iv. **Liability for Non-Compliance:** Any liability that may arise from the service provider's failure to comply with the medical fitness requirements or labour laws will fall solely on the service provider. NIT Rourkela will not be held responsible for any such liabilities, whether they are financial or otherwise.
- v. The persons deployed shall neither have nor shall claim, any benefits/compensation/absorption/regularization/ appointment of services from/in NIT Rourkela under the provision of the Industrial Disputes Act 1947 and Contract Labour (Regulation & Abolition) Act, 1970. This also includes any claim of compensation, or interest thereon, for injury, temporary or permanent disability, or death under any Law. All other statutory requirements in respect of any personnel/employees of the agency shall be the responsibility of the agency and these must be taken into account while making the financial proposal. All such liabilities are those of the outsourcing agency as the employer and therefore, all such claims shall be made only with the agency, and the Institute will not bear these liabilities for any reason whatsoever.

#### **4.11 Risk and Cost:**

- i. **Poor Performance and Non-compliance:** If the service provider fails to meet the requirement or operational standards as defined in the scope of work, NIT Rourkela shall immediately take over the job, either partially or entirely, at the contractor's expense as mentioned in the scope of work.
- ii. **Claims of Ignorance or Oversight:** The agency cannot claim that they were unaware of their liabilities or that any rules were missed by oversight. The contract provides adequate opportunities for bidders to understand all obligations and seek clarifications. If any issues arise after the contract is awarded, the agency will be liable for damages, as decided by the institute.

- iii. If the contractor fails to comply with the terms of the contract, NIT Rourkela shall recover damages as deemed fit and also use the Performance Security deposit to cover financial obligations to deployed personnel, as per applicable government laws. The agency must replenish the Performance Security if used.
- iv. **Loss or Damage Caused by Personnel:** In case, the deployed personnel cause any loss to NIT Rourkela, the service provider must bear the cost of the loss. The Director of NIT Rourkela has the authority to deduct the appropriate amount from the agency's bill or Performance Security. Additionally, frequent lapses by personnel could lead to contract termination or other actions, at the discretion of the Director.
- v. **Negligence and Termination of Contract:** If the service provider fails to execute the contract as per the terms & conditions, NIT Rourkela can hire alternate source to complete the service at the risk and cost of the service provider. The contract may be terminated, and the agency may face blacklisting or debarment due to non-compliance to the terms and conditions of a WO/Contract

#### **4.12 Foreclosure/Termination of the service contract in full or part:**

- i. NIT Rourkela reserves the right to terminate the contract at any time as per the following terms & conditions.
  - a) By giving one month's notice to the service provider without assigning any reason thereof.
  - b) By giving one month's notice to the service provider, if the service provider fails to perform its duties as per the agreed terms and conditions of the contract.
  - c) By giving one month's notice to the service provider, for committing breach of the terms & conditions of the contract, or assigning the contract, or any part thereof, or benefit or interest therein or hereunder by the agency to any third party for subletting whole or part of the contract.
  - d) By giving one month's notice to the service provider, if the service provider is declared bankrupt or otherwise insolvent by the court of law. During the notice period, the service provider is to continue their duties until the expiry of notice period. On termination of the contract, it shall be the duty of the service provider to ensure that no person creates any disruption/hindrance/problem of any nature to NIT, Rourkela.
  - e) In case the firm voluntarily requests for cancellation of contract, the notice period shall be 90 days.

#### **4.13 Cancellation of Tender:**

- i. Notwithstanding anything specified in this tender document, NIT Rourkela at its sole discretion without assigning any reasons, reserves the rights.
  - a. To accept or reject lowest bidder or any other bidder or all the bidders.
  - b. To accept any bid in full or in part.
  - c. Float/ initiate a parallel tender for identical requirement.
  - d. Cancel the tender at any stage.
- ii. **Document(s) not being genuine:** In case any document(s) produced in support of eligibility criteria, or any other document(s) turns out to be not genuine:
  - a. Before award of Contract: The contract will not be awarded, EMD shall stand automatically forfeited, and the bidder shall be liable for any further action as may be deemed appropriate by NIT ROURKELA; or
  - b. After award of Contract: The contract shall be cancelled, Security Deposit shall stand forfeited, and the service provider shall be liable for any other action as may be deemed appropriate by NIT ROURKELA.

- iii. Until a formal agreement is prepared and executed, acceptance of terms and conditions of this tender shall constitute a binding contract between bidder and NIT ROURKELA.
- iv. The contractor is not eligible for any compensation or claim in the event of such cancellation.

#### **4.14 Indemnity:**

The service provider is responsible for all involved risks, liabilities, and obligations arising out of this contract under any provisions of law in force from time to time. Under no circumstances the NIT Rourkela shall be held liable for any mishap, injury, accident, or death of deployed manpower during anytime (whether on and off duty). The service provider shall have all the responsibility in all cases. The Service Provider shall be liable to pay compensation in accordance with the provisions of the Act, Laws, or Rule (as applicable) of land. In case of loss to the Institute due to negligence of the deployed manpower, the same shall be recovered from the Service Provider.

#### **4.15 Liquidated Damages (LD):**

If there is any damage to the Institute property or any other financial burden on the Institute because of willful or negligent action by the contractor or its personnel, the Institute shall recover ten times the cost as compensation from the contractor and may adjust/recover from the dues of the contractor.

#### **4.16 Force Majeure:**

Should any force majeure circumstances arise, each of the contracting parties be excused for non-fulfilment or for the delayed fulfilment of any of its contractual obligations if the affected party, within 15 days of its occurrence, informs the other party in a written form. Force Majeure shall mean fire, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e. beyond the control of either party

#### **4.17 Operational guidelines of the Contract:**

- i. The contractor/firm after the award of contract shall mobilize its resources for execution of the work as per terms of contract.
- ii. The contractor, while discharging, its aforesaid responsibility shall carry out the instructions of Officer In-charge from time to time.
- iii. Utmost care is to be taken while working to avoid any damage to the fixtures and accessories installed in the premises and in case of any damage, the same is to be repaired/replaced to make the same normal/functional to its original state, at the cost of agency/firm/contractor and the agency/firm/contractor shall be liable to compensate the loss, if any to the NITR, which shall be recovered from the bills accrued to the agency/firm/contractor.
- iv. The agency/firm/contractor shall obtain written permission in respect of all its staff and officials for entry and working inside the campus premises and shall maintain records in this regard. Unauthorized entry and deployment of persons without prior permissions of the Registrar's office is prohibited.
- v. The agency/firm/contractor shall ensure that proper discipline is to be maintained by the staff and officials engaged by the agency/firm/contractor, and they shall have to behave soberly at all times while functioning inside academic and administrative buildings. The conduct safety and security of the staff and officials shall be the sole responsibility of the agency/firm/contractor.
- vi. Payment will be made/ released on monthly pro-rata basis to the agency/firm/contractor during the preceding month based on the certification by concerned PIC.

- vii. **Quantum of work:** The interested firms may visit the NIT Rourkela campus and acquaint themselves with the type and magnitude of works/services on the campus. The quantity mentioned in Price bid is one each. Hence the bidder has to quote for one-unit rate. Actual quantity in each category may vary to any extent. Actual executed quantities shall be measured and paid. The rates fixed for a particular period shall remain the same throughout that duration. Distribution of trips shall be as per NIT Rourkela requirement from time to time and based on the performance of the agencies. There is no guarantee for minimum business from NIT Rourkela.
- viii. **Non-Tender Items:** In the case of items which the contractor has to execute which are not covered in the tender BOQ items, the rates shall be paid based on mutually agreed rates. NIT Rourkela may include additional items if required during the entire tenure of the contract.

## CHECKLIST FOR TECHNICAL BID

Sl. No.	Particulars	Document is attached (Yes / No)	Page No
1	Details of the Firm		
2	Other business of the Firm		
3	Valid Tender Fee and EMD		
4	EMD Exemption Certificate		
5	Incorporation/Registration certificate of the company		
6	GST Registration No. (attached self-attested copy)		
7	EPF, ESIC, Labour License Registration No. (attached self-attested copy)		
8	PAN & Bank details (attached self-attested copy)		
9	Tender acceptance letter ( <b>Annexure-II</b> )		
10	Non-Blacklisting undertaking ( <b>Annexure-III</b> )		
11	Satisfactory service performance certificate/reports of similar services preferably from the Govt. organizations / PSUs (at least one report on the letter head of the clients under signature of the authorized signatory with seal. (attach separate list if necessary) ( <b>Annexure-IV</b> ).		
12	Bidder should have a <b>minimum one year of experience</b> of providing the transport services (hiring of Light/Heavy vehicle) on hire basis to the Government Offices / Public Sector Undertakings/Autonomous Bodies (State or central) in the last five financial years i.e. Financial Year 2019-20 to 2023-24. A copy of the Work Orders / Service Orders pertaining to transport services along with experience and performance satisfactory certificate against the respective work order should be produced in support of their experience. Only work order without respective satisfactory performance report shall not be counted as a valid experience ( <b>Annexure-V</b> ).		
13	The Bidders should have a minimum average annual turnover of <b>Rs. 4,00,000/- (Rupees Four Lakh)</b> in the last three financial years i.e. FY <b>2021-22, 2022-2023, 2023-2024</b> . Bidders are required to submit documentary evidence like an Audited Balance Sheet, Profit & Loss Statement, and Income Tax Return (ITR) duly certified by a Chartered Accountant ( <b>Annexure -VI</b> ).		
14	Company details ( <b>Annexure -VII</b> )		
15	Bid Security declaration for EMD exempted bidders ( <b>Annexure-VIII</b> )		
16	Details of commercially registered vehicles ( <b>Annexure-IX</b> )		

**NOTE:** All the above details are required to be compulsorily attached with the form which is necessary for evaluation of technical bid failing which the technical bid shall be disqualified.

**Signature of bidder**

*(On The Letterhead of the Firm)*

**TENDER ACCEPTANCE LETTER**

To,

The Registrar,  
National Institute of Technology Rourkela  
Rourkela – 769008  
Odisha

**Sub: Acceptance of all the terms & conditions of tender.**

Ref.: Tender for Empanelment of Agency for providing Transport Services on Annual Rate Contract at NIT Rourkela.

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned “Tender/Work” from the CPP Portal or NIT Rourkela web site(s).
2. I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information/documents furnished for this tender are authentic to the best of my knowledge and belief.
4. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
5. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
6. I / We/ are aware of the fact that furnishing of any false information / fabricated documents would lead to rejection of my / our tender at any stage besides any liabilities towards prosecution under the appropriate law.

**Date:**

**Place:**

**Signature of Authorized person**

**Full Name:**

**Designation:**

**Seal**

*(On The Letterhead of the Firm)*

**SELF DECLARATION – NON-BLACKLISTING**

To,  
The Registrar,  
National Institute of Technology Rourkela  
Rourkela – 769008  
Odisha

Ref: Tender for Empanelment of Agency for providing Transport Services on Annual Rate Contract at NIT Rourkela.

Dear Sir,

I / We, Proprietor / Partner(s) / Director(s) of M/s. ...., hereby declare that the Firm / Company namely M/s ..... has not been blacklisted or debarred / no Police Case or Vigilance inquiry pending or ever been punished by any Hon'ble Court / no due towards Income Tax declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period as on the date by NIT Rourkela or any other Govt. Organization / PSU / Central Autonomous Body from taking part in tenders.

We further declare that presently our Firm / Company M/s .....is not blacklisted or debarred and not declared ineligible for any reason by any State / Central Government / PSU / Autonomous Body on the date of bid submission including violation of relevant Labour Laws.

If this declaration is found to be incorrect then without prejudice to any other action than may be taken, our Performance Security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

**Date:**

**Place:**

**Signature of Authorized person  
Name  
Designation with agency seal**



*(On The Letterhead of the Issuing Organization)*

**PERFORMANCE REPORT**

Performance report/experience certificates form for the completed and in progress during the last 5 years (attach copies of work order/agreement – Please use different sheets for different organization and may be followed as per requirement).

1	Name of the Firm/Agency	
2	Name of the work / Project & Location	
3	Nature of Work	
4	Agreement No. / Work Order No. <i>(Please enclose copy of the work order with Authorized Signatory)</i>	
5	Tendered Cost	
6	Value of work done	
7	Tenure of the contract from: _____	To: _____
8	Date of Commencement	
9	Date of Completion <i>(Please mention “under progress/continuing” if not completed)</i>	
10	Performance report based on quality of Transport services <i>Excellent / Good / Satisfactory / Bad / Very Bad</i> <i>(Please select Any one)</i>	

***Note: Bidder must submit the performance report on the above format.***

Date:

Head of the Department or  
Equivalent with seal & signature

*(On The Letterhead of the Firm)*

**Experience**

(As per tender Clause No. 3.5 (3))

<b>Bidder's Experience details during the last three financial years</b>				
<b>Financial Year</b>	<b>Name of the contract</b>	<b>Purchase Order No. &amp; Date</b> <i>(Copy Work Orders to be attached)</i>	<b>Date of successfully completion of Work</b> <i>(copy of report from client to be attached)</i>	<b>Contact Details of Client</b>
2019-20				
2020-21				
2021-22				
2022-23				
2023-24				

***NOTE:** In case of ongoing contracts please mention continuing and enclose the experience certificates*

**Date:**

**Place:**

**Signature of Authorized person**  
**Designation with agency seal**

*(On The Letterhead of the Firm)***Annual Turnover**

(As per tender Clause No. 3.5 (2))

<b>Bidder's Annual Turnover details for the last Three Financial years</b>			
<b>Financial Year</b>	<b>Turnover in Rs.</b>	<b>Remarks</b>	<b>Please submit documentary evidence like an Audited Balance Sheet, Profit &amp; Loss Statement, and Income Tax Return (ITR) etc. for the last three financial years. All financial documents submitted must be duly certified by the Chartered Accountant with this Annexure.</b>
<b>2021-22</b>			
<b>2022-23</b>			
<b>2023-24</b>			

**Date:****Place:**

**Signature of Authorized person**  
**Designation with agency seal**

(On The Letterhead of the Firm)

**COMPANY DETAILS**

<b>Name of the bidder</b>		
<b>Date of Incorporation / Registration details</b>		
<b>Registered Office Address</b>		
<b>PAN Number</b>		
<b>GST Registration Number</b>		
<b>Bank Details</b>	<b>Account Number</b>	
	<b>IFS Code</b>	
	<b>Bank Name</b>	
	<b>Branch Name</b>	
<b>Authorized Signatory Details</b>  <i>(Company/Firm Authorization by the competent authority, to be attached)</i>	<b>Name</b>	
	<b>Designation</b>	
	<b>Email</b>	
	<b>Phone</b>	
<b>Details of Contact other than Authorized Signatory</b>	<b>Name</b>	
	<b>Designation</b>	
	<b>Email</b>	
	<b>Phone</b>	

**Date:****Place:**

**Signature of Authorized person  
Designation with agency seal**

*(On The Letterhead of the Firm)*

**BID SECURITY DECLARATION**

To,  
The Registrar,  
National Institute of Technology Rourkela  
Rourkela – 769008  
Odisha

Ref: Tender for Empanelment of Agency for providing Transport Services on Annual Rate Contract at NIT Rourkela.

Dear Sir,

We, the undersigned declare that

1. We understood that, according to the tender conditions, bids must be supported by a Bid Security Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Institute for the period of 3 years or as per decided by the NIT Rourkela starting from the bid closing date, if we are in breach of our obligation(s) under the bid conditions, because we;
  - a. have withdrawn our bid during the period of bid validity specified in the letter of bid; or
  - b. having been notified of the acceptance of our bid by the institute during the period of bid validity, (i) fail or refuse to execute the contract, or (ii) fail or refuse to furnish the performance security, in accordance with the tender conditions.

**Date:**

**Place:**

**Signature of Authorized person  
Name  
Designation with agency seal**

*(On The Letterhead of the Firm)*

**Details of the Owned commercially registered Vehicles**

The Bidders must own a minimum of 3 vehicles, commercially registered in the name of agency/proprietor, supporting documents to be submitted.

Sl. No.	Vehicle Registration No.	Vehicle Model	Year of Manufacturing	Seating Capacity	Insurance Status (Active / Not Active) & validity date	Road Tax validity date	Taxi permit validity date	Fitness certificate validity date	Pollution certificate validity date	Hypothecation (if applicable)
1										
2										
3										
4										
5										

Date:

Place:

Name, Designation and signature of the authorized Person of the bidder along with seal

**ANNEXURE – X**

The format for schedule of Rates for the Vehicles to be hired is as follows:

Sl. No.	Item Description	Only AC	Sedan Luxury Vehicle (Honda City / Hyundai Verna)	Sedan-Normal Vehicle (Maruti Dzire, Honda Amaze)	MPV- (Innova)	SUV (Bolero, Scorpio)	School Bus (42-seater or 35-seater)	Traveler	Tempo Traveler	Luxury Tata Bus	Volvo Bus	Ambulance (Basic)	Ambulance (Life Saving Equipment)
1.01	Rate per day for 4 hours engagement including operation and maintenance of vehicle for providing a VEHICLE with driver on 4 hours and 40 km use per day basis on all days including fuel charges.	AC											
1.02	Rate per km in case of extra km after 40km												
1.03	Rate per km in case more than 4 hours of use of vehicle	AC											
1.04	Rate per day for 8-hour engagement including operation and management of vehicle for providing a	AC											

	VEHICLE with driver on 8 hours and 80 km use per day basis on all days including fuel charges.												
1.05	Rate per km in case of extra km after 80 km	AC											
1.06	Rate for extra per hour in case of more than 8 hours use of vehicle	AC											
1.07	Rate per km in case out of station use of vehicle after 120 km (in case out of Rourkela)	AC											
1.08	Night Halt charges per night (in case out of Rourkela)	AC											
1.09	Rate charge for pick up from and drop at Rourkela Railway Station	AC											
1.10	Extra charge per hour if halted more than 1 hour at Rourkela Railway Station	AC											
1.11	Rate charge for pick up from and drop at Jharsuguda Airport	AC											
1.12	Rate charge for pick up from and drop at Rourkela Airport	AC											
1.13	Rate charge for pick up	AC											



	from and drop at Ranchi Airport												
1.14	Rate charge for pick up from and drop at Bhubaneswar Airport	AC											
1.15	Extra charge per hour if halted more than 1 hour halted at Airports.	AC											
<p><b>If needed, the vendor should be able to provide more vehicles at the same rates and terms and conditions;</b>  <b>* In any case, the payment would be made based on the actual usage of the vehicles, irrespective of the numbers mentioned above.</b></p>													