



**NATIONAL INSTITUTE OF PHARMACEUTICAL
EDUCATION AND RESEARCH HYDERABAD
(NIPER HYDERABAD)**

Balanagar, Hyderabad, Telangana - 500037
email: sp.niperhyd@gov.in

**E-TENDER DOCUMENT
FOR**

**Hiring of Buses (Semi Deluxe) Quantity-02, 49-52 Seater
For a period of one year
(900Km/month or 10 Hours basis)**

Tender No. : PUR/NIPER-H/CONS/164/21

Not transferable

(Visit us at www.eprocure.gov.in)

Price of Bid Document: Rs. 1000/- only

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PUR/NIPER-H/CONS/164/21

Notice Inviting E-tender

e-tenders are invited by **Registrar, NIPER Hyderabad** in Two bid system i.e. Qualifying/Technical bid and Financial bid for hiring of registered commercial vehicles on monthly basis not older than Oct 2013 model.

Schedule of Tender		
S No.	Activity Description	Schedule
1	Tender No	PUR/NIPER-H/CONS/164/21
2	Start date of submission of bid online	07-Oct-2022. The tender document is available only in the E Procurement portal https://eprocure.gov.in/eprocure/app which may be downloaded by using bidder login credentials.
3	Time and last date of submitting bid online	17-Oct-2022 (1500Hrs)
4	Time and Date of Opening of qualifying Bid	18-Oct-2022 15:30 hrs.
5	Validity of tender offer	90 days from the date of opening
6	Estimated cost of tender	Rs. 1,68,500/- (Monthly including all taxes & GST)
7	Amount of EMD to be deposited	Rs. 40,500/-
8	Cost of Bid Document	Rs 1,000/-
9	Likely date for commencement of contract	01-Nov-2022
10.	Postal Address	NIPER Hyderabad, Balanagar, Hyderabad, Telangana - 500037

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 (upto a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office.

The requirement of vehicles shall be as under:-

S.No.	Description	Model	Quantity
1.	Vehicles on monthly basis	Semi Deluxe On Monthly Basis for a period of one year. 900 Km per month and 10 Hours daily basis	02

- i. **The tender documents can be downloaded from the website of <http://eprocure.gov.in> from 07-Oct-2022 to 17-Oct-2022 (upto 1500Hrs).**
- 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](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 **NIPERH Resources payable at Hyderabad**, 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. **40,500/- (Forty Thousand Five Hundred only/-)** in the form of a Demand Draft from Scheduled / Nationalized Bank drawn in favor of **NIPERH Resources, payable at Hyderabad** 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. *The MSME policy in vogue will be applicable.*
- vii.** The aforesaid DDs towards cost for Tender document and EMD should be submitted to the tender inviting authority i.e., Store Purchase Officer, NIPER Hyderabad 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 on **18-Oct-2022 at 15:30 hrs** by a Tender Opening Committee of this Office. 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 for which the date and time will be intimated later on. 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 Office 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 **Director, NIPER Hyderabad** 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-
Chairman Store & Purchase Committee-II

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/eprocure/app>: 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/ Annexures/ 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/dwf 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: 1800-3070-2232 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 Director NIPER Hyderabad.
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 Store & Purchase Department, NIPER Hyderabad Balanagar, Hyderabad 500037. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
3. **Earnest Money Deposit (EMD):**
 - a) Earnest Money of **Rs. 40,500/- (Rs Forty Thousand Five Hundred Only)** shall be paid by Demand draft, drawn on any Nationalized or Scheduled Bank in favour of NIPERH Resources, payable at Hyderabad 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 six 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. For MSME Firms the policy in vogue will be applicable.
 - 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 One Year at a time (upto a maximum of Two years) 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-1: Technical bid (The list of the documents to be uploaded)

- i.** Bid Form (As in Annexure I) and Declarations/Letters as in Annexure-II to V;
- 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 Three 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 vehicles
- 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-2 : Financial bid

The quotation should be filled in the financial bid document downloaded from CPP portal (BOQ.xls sheet) and the same should be to 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 Chairman SPC NIPER Hyderabad 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 Annexure 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-1 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-2 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 firm to quote the rates inclusive of all taxes including GST. The rates quoted shall be firm and final for the entire period of contract. No additional payment will be made on account of purchase of fuel or hiring of Driver / Conductor or staff by NIPER Hyderabad.
- 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. Opening of Tender :

The bidder is at liberty either to be present himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder as per the format at Annexure-III and proof of identification. Also, the tender shall be opened at Store Purchase Department NIPER Hyderabad.

11. Criteria for Evaluation of Tenders:

The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Cover-1 and then on the basis of Financial information furnished in form given in Cover-II. The Financial bid of such firms found short listed based on technical parameters (as per Cover-I) will be opened on the date, time and venue to be announced after evaluation of the Technical Bid. It must be kept in view that no decision will be given by

the Tender Evaluation Committee or any inference drawn during the meeting of this Committee by the tenderers or their representatives will be their own view and the Department will not be responsible and abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to terms and conditions of tender.

- a) Bid shall be evaluated to determine whether it is complete, whether documents have been properly signed and are generally in order.
- b) Technical Evaluation Committee (TEC) will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive may be rejected.
- c) TEC shall evaluate and compare the substantially responsive bids and comparison of bids shall be on the rate quoted (inclusive all levies and taxes) as indicated in the rate schedule of the bid document.
- d) Financial Bids shall be evaluated based on the evaluation of Lowest Bid (L-1 Bidder) as mentioned in Section VIII.

The successful bidder is required to submit tender document, duly signed on all pages for having read, understood and accepted all the terms & conditions associated with the bid and the resultant contractual obligations.

12. Right of Acceptance :

- a) The Chairman SPC NIPER Hyderabad reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the **Director NIPER Hyderabad** in this regard is final and binding.
- b) Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's quotation.

13. Communication of Acceptance :

Successful Bidder will be informed of the acceptance of his tender through email by CPP (Central Procurement Portal).

14. Security Deposit :

- a) The successful tenderer will have to deposit a performance security (security deposit) for an amount of 3% (Three percent) of the value of the contract in the form of a Bank Guarantee for the validity period of 15 months. 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. On expiry of the contract, such portion of the said security deposit as may be considered by the NIPER Hyderabad sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- c) A letter of intent will be issued to the successful bidder/bidders. Successful bidder shall have to submit a performance security bond within 14 (fourteen) 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 and EMD of successful bidder shall be refunded within a week of the receipt of the performance security bond.

15. Penalties :

- a) Vehicles should be made available on call any day in the week at any hour. In case of failure to supply the vehicle, a penalty of Rs.1000/- will be imposed on each occasion, in addition to the pro-rata deduction of rental in the monthly bill.
- 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, in addition to the pro-rata deduction of rental in the monthly bill.
- iv. Department reserves the right to call the vehicles before stipulated duty hour and beyond duty hour. Vehicles should be made available on call basis beyond the office hours in the week days as well as holidays, failing which the penalty of Rs. 500/- will be imposed on each occasion.

16. 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.

17. 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 monthly bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
- c) All payments shall be made by RTGS/NEFT using PFMS.
- 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.

18. Termination of Contract:

Competent authority, without prejudice to any other remedy, for breach of contract, may terminate the contract in whole or in parts.

- a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by competent authority.
- b) If the contractor fails to perform any other obligation (s) under the General & special conditions of the contract **and all clauses of this tender which are integral part of this tender.**
- c) Competent authority may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.
- d) **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 NIPER Hyderabad.

19. Agreement:

The successful bidder will have to enter an agreement 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. The draft format of the agreement is at Annexure-I. Final format of agreement shall be issued by NIPER Hyderabad, at the time of the signing of the agreement with the successful bidder, and that final format shall be binding on the successful bidder. 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.

20. 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 with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration **Director NIPER Hyderabad**. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. The arbitration proceedings shall take place at Hyderabad, Telangana and shall be conducted in English. The provisions of Arbitration and Conciliation Act,

1996 and the rules framed there under and in force shall be applicable to such proceedings.

21. Set Off:

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

22. 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 minimum of 2 vehicles of model **not older than Oct 2013** registered as commercial vehicles in their names or firm's 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 Oct 2013**. The lowest bidder shall make available the vehicle at the place, to be decided by the dept, for inspection. If the dept. is satisfied with the condition of the vehicles, only then, purchase 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 purchase 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).

2 Services to be provided:

- i. Provision of registered Commercial Buses (49-52 seater capacity Semi Deluxe) with licensed drivers, on Hiring basis for Vehicles on Monthly basis running in Hyderabad, Telangana. 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 reimbursed on production of receipt.
- ii. **Period of contracts:** Under normal circumstances the contract shall be valid for a period of one year from the date of issue of work order.

The department may cancel the contract during the contract period without assigning any reason. However, the period of contract can be extended for a further period of one year at the discretion of the **Director NIPER Hyderabad**. The contract so extended by the department, will be on the same rate and terms & conditions. After expiry of the extended period the contract will automatically come to an end and no separate notice will be given.

- iii. Normal Duty Hrs:** Ten hours per day on all days of month except on Gazetted Holidays notified by Govt. However actual duty hours shall be specified by actual users of vehicles.
- iv. Quantity:** Number of vehicles is Two Buses (49-52 Seater capacity, Semi Deluxe, Diesel / CNG). Purchaser 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.
- v. Reporting place:** Any place within the territorial jurisdiction of NIPER Hyderabad. The user of the vehicle shall specify actual place of reporting.
- vi. Notice period:** For regular requirements one day in advance. Telephonic /Verbal intimation shall be considered as notice.
- vii. Calculation of distance:** From garage to garage but chargeable distance in this respect shall not be more than 5 km in each way.
- viii. 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.
- ix. 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)** Payment of any government Tax /Duty in respect of the hired vehicle will be the liability of the contractor.
 - c)** Parking and toll charges, if any, may be claimed by producing the parking/toll slips.

- d) Any changes in the vehicle/driver should be informed at least one day before the day of such changes.
- e) No mileage will be allowed for lunch/breakfast or for filling of petrol/diesel etc.

3 Amendment to tender document :

- a) At any time, prior to the date of submission of bid, purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- b) The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them. A prospective bidder, requiring any clarification on the Bid document shall notify the purchaser or hirer in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

4 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 working day. 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 covers and First Aid kit.** Also, driver should be properly dressed & well behaved.

- d) Driver and vehicle should not be changed frequently. 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 currency 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.** The vehicles shall be supplied to NIPER Hyderabad, accordingly letter of Intent/work order for these four vehicles shall be issued by NIPER Hyderabad, and other rights & liabilities (during the currency of the contract), as per the agreement to be signed with the successful bidder, with NIPER Hyderabad only for these vehicles.
 - ii.** Monitoring of performance of the services to be provided by contractor under this tender shall be responsibility of NIPER Hyderabad for the vehicles under their control. In case of any deficiency, NIPER Hyderabad may take action as per terms & conditions of this tender and agreement to be signed, for the vehicles under their control.
 - iii.** Decision as to whether penalties would be levied or not for violation of terms & condition laid down in this tender shall be taken by NIPER HYDERABAD for the vehicles under their control. If decided so, penalties shall also be levied by NIPER Hyderabad for the vehicles under their control.
 - iv.** **NIPER Hyderabad** will have the sole rights & responsibilities with respect to arbitration in case of disputes as per clause 20 of Section-IV, extension of contract as per clause 17 of Section-IV, and custodian of performance security deposit.

- h) In Case the department is not satisfied with the quality/condition of the vehicle the contractor shall change the vehicle / make necessary repairs to the satisfaction of the department.
- i) No hike in rate will be allowed even if there is a hike in the price of diesel andor spare parts of vehicle.
- j) The purchaser reserves the right to counter offer price against the price quoted by the contractor.

5 Payment terms :

Payment will be made by way of RTGS/NEFT/IMPS using PFMS against the submission of monthly bills (in triplicate) with Log Book duly signed by the designated user(s). Bill shall be prepared as per clause 6 below. The monthly bill shall be paid only after tax deduction at source (TDS) as applicable from time to time.

6 Rate of hire charges :

- a) Rates quoted should be inclusive all taxes and Goods Service Tax (GST). Goods Service Tax (GST) will be paid 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 respective NIPER Hyderabad for the vehicles under theirrespective control.
- b) Duty hours will be calculated on the basis of the difference between reporting time and releasing time on each day as noted on the dulyslip by the user.
- c) **Calculation of distance:** From garage to garage, but chargeable distance in this respect shall not be more than 5 km in each way
- d) The bill should be prepared on the basis of above figures and the amount will be claimed on the basis of kilometers covered including those during holidays, and period of duty beyond office hours & holidays (if vehicles are used on holidays) as overtime.
- e) Number of working days in a week may be increased by the Department anytime and the supplier will have no extra claim for this.

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 2020-21 and 2021-22 _____.
- 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. 40,500/- D.D. No. Date _____
Drawn on Bank _____
- 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 for the item no 1.01 to 1.04 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.**
- iii. L-1 Bidder will be decided based on the total service charges which is the sum of service charges arrived for each item of work mentioned in column(E).
- iv. Rate for each item needs to be filled in column (3). Leaving blank for any item is **NOT** permitted in the financial bid form, in such cases the bid will be treated as non responsive and will be summarily rejected.

The BOQ format is given below :

Tender Inviting Authority: Chairman SPC-I			
Name of Work: Hiring of Buses (Semi Deluxe) Quantity-02, 52 Seater For a period of one year (900Km/month or 10 Hours basis)			
Contract No: P U R / NIPERH/CONS/164/21			
Name of the Bidder/ Bidding Firm / Company :	To be filled only in softcopy of BOQ xls sheet		
<u>PRICE SCHEDULE</u>			
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)			
NUMBER #	TEXT #	NUMBER #	TEXT #

Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT In Words
1	2	3	4
1	Hiring of Vehicles on monthly Basis		
1.01	Monthly Rate (900 Km per month & 10 hours per day)	To be filled only in softcopy of BOQ xls sheet	INR Zero Only

I/We have read and understood the tender for supply of registered commercial vehicles on hire basis vide No. PUR/NIPERH/CONS/164/21 and other documents issued by you, we hereby quote the rates (inclusive of all taxes & duties **including Goods Service Tax (GST)** as under for supply of registered commercial vehicles on hire basis as detailed below:

Note :

1. If the distance travelled during the tour includes both tribal and non-tribal areas then the rates will be paid according to actual distance covered in both areas mutual exclusively.
2. The bill should be prepared on the basis of above figures and the amount will be claimed on the basis of kilometers covered and period of duty beyond office hours as per clause 6 of Section-V of this tender.
3. Number of working days in a week may be increased by the Department anytime and the supplier will have no extra claim for this.
4. Above rates are inclusive of all taxes/duties (Central, State, and Municipal etc. **including Goods Service Tax (GST)**).

Date :

[Signature]

Place :

Seal of the bidder

SECTION-VII

EVALUATION FORMULA :

The following evaluation formula shall be used to determine the lowest bid.

For Vehicle on Monthly Basis:

S N	Particulars (A)	Approx. Quantity (B) (per month)	Total (AxB) (Rs./month)
1	Monthly Rate (900 Km per month & 10 hours per day)	2	2 x Price

BID FORM

Dated: __/10/2022

To

**Chairman
Store & Purchase
NIPER Hyderabad**

Tender No. : PUR/NIPER HYD/CONS/164/21

Sir,

1. Having read the terms & conditions of the above-mentioned tender and services to be provided, we undersigned, offer to provide light commercial vehicle in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith in separate sealed cover and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the bank guarantees from a Scheduled Bank for a sum as mentioned in this tender document for due performance of the Contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent alteration and/or replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.
8. NIPER Hyderabad reserves the right to cancel the tender without assigning any reason.
9. NIPER Hyderabad reserves the right to reject any or all tenders without assigning any reasons whatsoever.

Dated this day of..... 2022.

Signature of _____

In capacity of _____

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

Signature _____

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on _____ or before date of bid opening)

To

*The Chairman
Store & Purchase Committee
NIPER Hyderabad*

**Subject : Authorization for attending bid opening on _____
(date) in the Tender no: _____ dated: _____.**

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

Name :

Specimen Signature of the authorized person:

Signature and date with Seal of bidder

Or

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

Note:

- 1 Maximum of one representative will be permitted to attend bid opening.
- 2 Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

DECLARATION

**FOR NON-TAMPERING 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
NIPER HYDERABAD**

I.....s/o..... r/o..... hereby certify that none of my relative(s) as defined in the tender document no : PUR/NIPERH/CONS/164/21 is/are employed in NIPER Hyderabad, as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, NIPER Hyderabad 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

7 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)

AGREEMENT

The agreement is made on this _____ day of (month) _____ (year) between the Director NIPER Hyderabad (Herein after called the purchaser) acting through its authorized officials _____ (NIPER Hyderabad) and _____ (Herein after called the contractor whose term includes its successor and assignees), whose address is _____.

The contractor shall provide commercial vehicles on hire basis for the purchaser for official use on the terms and conditions contained and the rates as mentioned. Now, these present witnesses and it is hereby agreed and declared by and between the parties these present as followings.

The transporters shall during the period of contract that is to say from date of execution of agreement to _____ or until this contract is determined by such notice as herein after mentioned will provide commercial vehicle not older than Sep-2013 Model, on the rate accepted as described as schedule to this agreement. It is agreed by the contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of services by NIPER Hyderabad.

- i.** The contractor shall comply with all the terms and conditions of the Tender No: PUR/NIPER HYD/CONS/164/21 which are part and parcel of this agreement and forms integral part of this agreement and also the following.
- ii.** The authorized officers of NIPER Hyderabad shall place orders (LoI) for their requirement on the official hire order form and will receive acknowledgement from the contractor for supply of vehicles. It is anticipated that the contractor will supply vehicle to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
- iii.** The Contractor will provide vehicles to NIPER Hyderabad not older than Sep-2013 and registered for the commercial purpose only and duty, taxes, Insurance etc. due for such vehicle shall be liability of the contractor.
- iv.** The Contractor shall submit bills to the NIPER Hyderabad on monthly basis for release of payment for the vehicles supplied to them respectively.
- v.** The Driver or the vehicle shall be provided with the Log Book by the Contractor where date, time, Kms reading are to be filled and signed by the NIPER Hyderabad Officials. On the basis of these Log Book, the bill shall be raised to NIPER Hyderabad by the contractor for the vehicles under their control.
- vi.** Vehicles shall be supplied by the contractor with following rates (inclusive of all taxes & duties **including Goods Service Tax (GST)** . **Goods Service Tax (GST)**

will be paid 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 NIPER Hyderabad for the vehicles under their control:

Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT In Words
1	2	3	4
1	Hiring of Vehicles on monthly Basis		
1.01	Monthly Rate (900 Km per month & 10 hours per day)		

- vii.** Duty hours will be calculated **on the basis of the difference between reporting time and releasing time on each day as noted on the log book by the user.** Distance covered shall be calculated from garage to garage but chargeable distance in this respect shall not be more than 5 km in each way.
- viii.** If the Contractor fails to provide the vehicle to NIPER Hyderabad and if the service is not found satisfactory enough, the NIPER Hyderabad shall have the right to terminate the contract in whole or part for the vehicles under their control.
- ix.** In case of change of vehicle by the contractor during the currency 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 the such changed vehicles to **NIPER Hyderabad.** - *(may be deleted if not applicable) --*
- x.** In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the contractor. NIPER Hyderabad shall have no liability whatsoever.
- xi.** The Tender document No: PUR/NIPER HYD/CONS/164/21 which is annexed to this agreement is an integral part of this agreement.
- xii.** For any legal dispute claims that may arise during the currency of the agreement in respect of vehicles provided by contractor, NIPER Hyderabad will not be liable for any loss, damage, etc. suffered / to be suffered by the Contractor or third party, as the case may be, and the contractor shall bear the sole liability arising out of such disputes.

- xiii.** If for any reason NIPER Hyderabad is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hiring period, it will be reported to the Contractor on writing by the NIPER Hyderabad. The Contractor without raising any dispute on such assessment by the NIPER Hyderabad regarding the standard of the vehicle provided or quality of service rendered by them, may immediately replace it with another commercial vehicle on receipt of such complaint.
- xiv.** The Contractor shall also be liable for all fines, penalties and traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period.
- xv.** In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration Director NIPER Hyderabad. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.
- xvi.** All the disputes are subjected to the jurisdiction of the court at Hyderabad only.

In witness whereof the parties present have here into set their respective hands and seals the day, year in.....

Above written:

()
 Signature on behalf of NIPER Hyderabad
 Name:
 Designation:
 Seal:

()
 Signature on behalf of Contractor
 Name:
 Designation:
 Seal:

Agreement signed in the presence of

Witness 1:
 Signature:
 Name:

Witness 2
 Signature:
 Name:

PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the Director NIPER Hyderabad (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 _____

(office/Department) 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)

.....

Tender Checklist Sheet for Bidders

S No.	Documents				Upload Status
1	Cost of Tender documents*	DD No.	Amt.	Date	
2	EMD *	DD No.	Amt.	Date	
3	Bid Form (Annexure-I) filled and uploaded				
4	Letter of authorization for attending tender opening (Annexure-II) filled and uploaded.				
5	Declaration on non-tampering of downloaded tender document(Annexure-III) filled and uploaded.				
6	Declaration on no-near relative (Annexure-IV) filled and uploaded				
7	Self-Attested copy of Firm/company registration document.				
8	Self-Attested copy Registration certificate of the vehicle				
9	Self-Attested copy of the current insurance document				
10	Self-Attested copy of PAN card of firm/company/individual				
11	Self-Attested copy of Goods Service Tax (GST) certificate of firm/company				
12	Self-Attested copy Latest income tax return of firm/company				
13	Financial bid document (BOQ xls sheet) filled and uploaded				

*Scanned copy of DD has to be uploaded.

← END OF THE TENDER DOCUMENT →