

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-02-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-02-2025 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Social Justice And Empowerment
Department Name/विभाग का नाम	Department Of Empowerment Of Persons With Disabilities
Organisation Name/संगठन का नाम	Swami Vivekanand National Institute Of Rehabilitation Training And Research (svnirtar)
Office Name/कार्यालय का नाम	Cuttack
क्रेता ईमेल/Buyer Email	co.svnirtar@gov.in
Total Quantity/कुल मात्रा	1713
Item Category/मद केटेगरी	Monthly Fixed Hiring Charges of contract 7 seated vehicle with Driver and oil lubricants for running up to 4000 km per month Monthly Fixed Hiring Charges of contract 9 seated vehicle with Driver and oil lubricants for running up to 4000 km. per month Charges per km over and above 4000 kms per month with driver and oil lubricants for all above vehicles. , Halting or Extra charges of driver for duty after 10 pm per day. , Dummy
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	light vehicle hire
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Vehicle mounted focus light, Recovery Vehicle, Troop Carrier Police Vehicles (V2), Funeral Vehicle, Vehicle Cover, Hand Held Search Light, Vehicle Lift, Utility Vehicle, Television (TV) (V2), Track Light
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Utility Vehicle
BOQ Title/बीओक्यू शीर्षक	LIGHT VEHICLE HIRE
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	7 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)

Bid Details/बिड विवरण	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Compliance of BoQ specification and supporting documents *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Monthly Fixed Hiring Charges of contract 7 seated vehicle with Driver and oil lubricants for running up to 4000 km per month
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	28000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DIRECTOR

CUTTACK, Department of Empowerment of Persons with Disabilities, Swami Vivekanand National Institute of Rehabilitation Training and Research (SVNIRTAR), Ministry of Social Justice and Empowerment
(Dr P P Mohanty)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by so

other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Monthly Fixed Hiring Charges Of Contract 7 Seated Vehicle With Driver And Oil Lubricant For Running Up To 4000 Km Per Month

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Prasanta Rout	754010,At-Olatpur, Po-Bairoi, Dist-Cuttack, Pin-754010, Odisha	1	30

Monthly Fixed Hiring Charges Of Contract 9 Seated Vehicle With Driver And Oil Lubricant For Running Up To 4000 Km. Per Month

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Prasanta Rout	754010,At-Olatpur, Po-Bairoi, Dist-Cuttack, Pin-754010, Odisha	1	30

Charges Per Km Over And Above 4000 Kms Per Month With Driver And Oil Lubricants For All Above Vehicles.

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Prasanta Rout	754010,At-Olatpur, Po-Bairoi, Dist-Cuttack, Pin-754010, Odisha	1700	30

Halting Or Extra Charges Of Driver For Duty After 10 Pm Per Day.

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/प्रेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प्रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Prasanta Rout	754010,At-Olatpur, Po-Bairoi, Dist-Cuttack, Pin-754010, Odisha	10	30

Dummy

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Prasanta Rout	754010,At-Olatpur, Po-Bairoi, Dist-Cuttack, Pin-754010, Odisha	1	30

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in case where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

DIRECTOR, SVNIRTAR
payable at
OLATPUR, CUTTACK

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to Buyer within 5 days of Bid End date / Bid Opening date.

3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

DIRECTOR, SVNIRTAR
payable at
OLATPUR, CUTTACK

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SWAMI VIVEKANAND NATIONAL INSTITUTE OF REHABILITATION TRAINING AND RESEARCH

(Ministry of Social Justice & Empowerment, Govt. of India)

Department of Empowerment of Persons with Disabilities,(Divyangjan)

OLATPUR, P.O: BAIROI, DIST: CUTTACK (ODISHA) Pin: 754010.

Website: www.svnirtar.nic.in, E-mail: dir.nirtar@nic.in & svnirtar@gmail.c

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AD-5/BOQ/Light vehicle Hire/AD-2/24-25

Date-24.01.2025

GEM BOQ BID DOCUMENT

(For Hiring of Light Vehicle for Institute) GENERAL INSTRUCTIONS AND TERMS & CONDITIONS OF TENDER DOCUMENT

1. Bidders can participate in GEM BOQ Bid in GEM site those are registered seller of GEM.
2. All rules & regulations of bid are as per default conditions and procedure of GEM.
3. **Details of documents to be furnished.**

SI	Name of documents
1	GST Certificate
2	Pan Card
3	Aadhar card
4	Last quarter/month GST 3B receipt.
5	IT return for 23-24/24-25
6	Bidder turnover certificate mentioning UDIN Number of CA.
7	3 years' experience in providing similar contract carriage service of light vehicle in state/Central Govt/PSU/Autonomous Body. Submit 3 years' experience certificate i.e order copy. (Mandatory)
8	MSME certificate if any & MII certificate (Mandatory).
9	Technical Bid details as per Annexure-I (Mandatory)
10	Compliance Statement as per Annexure-II (Mandatory)
11	Declaration as per Annexure-III (Mandatory)

12	Bank Account details,
13	Valid Registration copy of the bolero Neo or equivalent owned by the bidder. (Mandatory)
14	Attested copy of the valid Contract Carriage Permit to run such services.(Mandatory)
15	EMD is mandatory except OEM of the vehicle.

Annexure-I (Technical Bid Details)

Sl. No.	Information required	Information to be provided by the bidder
1	Name of the firm/ organization/Agency	
2	Whether the organization is proprietorship/ partnership/ Pvt. Ltd./ Ltd. Company	
3	Local/present Address, Mob. No. & What's up No. and E-mail. Of the proprietor and firm.	
4	If the head office other than in (3) above, then give the address for the same	
5	Name of the contact person and his details contact no., Email and relationship with proprietor/status.	

Bidders are advised to provide a compliance statement completely filled up in the prescribed format failing which their offer shall be treated as incomplete and are liable to be rejected.

Annexure-II (FORMAT OF COMPLIANCE STATEMENT)

Sl	Particulars of items as per excel sheet of FB	Whether complied to the required specification/scope YES/NO
1	Monthly Fixed Hiring Charges of contract vehicle (7-seated capacity) up to 4000 kms	
2	Monthly Fixed Hiring Charges of contract vehicle (9-seated capacity) up to 4000 kms	
3	Charges over and above 4000 kms.	
4	Halting/Extra charges for driver for duty.	

Annexure-III (DECLARATION FORM)

I/we having my/our office (detail address) at
 do hereby declare that I/we have carefully read all the terms & conditions of GEM BOQ BID DOCUMENT of the SVNIRTAR, Olatpur, Bairoi, Dist-Cuttack, Odisha-754010 for providing light vehicle on hire. I will abide by all terms and conditions set forth in the tender paper and GEM for the period of agreement.

Signature of bidder

2. Terms & Conditions

Ø As per default terms & condition of GEM.

Ø The contract bidder is entirely responsible for the smooth execution of the Contract in all respects during contract Period, as the case may be and shall be lawfully responsible for the supplies and shall replace such item if it is found that the services supplied are not in conformity with the specifications laid down any time during the period of contract to the satisfaction of S.V. NIRTAR.

Ø In case of non-fulfillment of contract as per terms and conditions stipulated, the security deposit shall be forfeited and action as legally deemed fit shall be taken against the contract bidder.

3. SCOPE OF WORK:

Hiring of light vehicle - 02 Nos.- Bolero (AC) neo SUVs or equivalent for day to day official work by carrying office staff and guest from SVNIRTAR to any place inside Odisha. If required.

d vehicle will go to the outside of Odisha and night halt at any place.

Number of vehicles may be increased at same price and T&C as per order of the competent authority.

4. MINIMUM ELIGIBILITY CRITERIA FOR SUBMISSION OF TENDER

- (i) The transporter/firm/bidders must be the owner of the 2 or 3 number of Bolero Neo SUV or equivalent as on participating date of bid. Eligible bidder will provide 02 numbers of Bolero neo SUV or ordered items which must be purchased on or after 01.01.2024 and latest model (documentary evidence in the form of RC Book, Insurance Policy, etc. must be submitted). No subcontracting shall be allowed under any circumstances for any reason whatsoever.
- (ii) The transporter/firm/bidders should have at least 3 years' experience providing similar contract carriage services of light vehicle in state/Central Govt/PSU/Autonomous Body.
- (iii) The transporter/bidder should have a valid Contract Carriage Permit to run such services (attested copy of the contract carriage permit should be attached along with the technical bid).
- (iv) The transporter/firm/bidder should be able to adhere to the instructions and guidelines issued by Govt. of Odisha, Commerce and Transport Department in accordance with the Supreme Court Guidelines.
- (v) The vehicles deployed by the agency should be registered in the name of agency only and other vehicles hired by the agency from open market will not be accepted.**

5. SPECIFICATION OF VEHICLES

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- i. **Vehicles must be of purchased and registered on or after 01.01.2024 onwards.**
- ii. The vehicle should be white color painting on its body and glasses must be transparent as per guidelines/order of the Govt.
- iii. On Govt duty must be written on the front and back of the vehicle along with the name of SVNIRTAR and contact telephone number.
- iv. Vehicles must have a first aid box and fire extinguisher.
- v. The doors of the vehicles must be secured with reliable locking system.
- vi. The vehicles must be provided with well trained, certified/valid license holder well dressed in uniform and must be physically fit and well behaved.

ed driver.

vii. Vehicles must be fitted with GPS and speed governor.

viii. Seat of the vehicles must be covered with good quality of tarkis towel and must be well clean

6. GENERAL TERMS AND CONDITIONS

- i. The present requirement of the light vehicle is for official purposes and to be operated on days on monthly rental basis for the transportation of the office staff, guests etc as per movement order to be issued from the Administration Section.
- ii. The contractor will provide 2024 onward or latest model AC Bolero Neo SUV or equivalent recent model. The seating capacity of AC Bolero should be 7 and 9 seats or as decided at the time of award of contract and as per the actual requirement at the discretion of SVNIRTAR.
- iii. All light vehicles should be registered with appropriate authority. The color of the vehicles should be same in accordance with guidelines mentioned above.
- iv. The vehicle is required to be parked at Office premises of SVNIRTAR or as directed by the Officer-in-Charge.
- v. The vehicle shall always be provided with decent upholstery, clean white seat covers, comfortable seat cushions, hand rests, ashtrays, window curtains and other basic fittings/accessories/elements for maximum comfort of passengers. All items shall invariably be in good working condition.
- vi. The noise level outside and inside the vehicle shall always be maintained at a desirable low level befitting a well maintained vehicle. The doors of the vehicle shall be maintained in best condition without allowing any room for noise etc. Vibration in the vehicle shall always be within desirable/tolerance limits. All repairs (Major/Minor) are under the scope of Contractor.
- vii. Penalty for not providing Vehicle: Vehicle shall be made available on all days inclusive of Sundays and holidays, if required and also the Driver shall be made available at any time on call. If Contractor fails to provide vehicle due to any reason on any day, the recovery will be 1.5 times day of the quoted rates, calculated on per day basis. Further, if Contractor fails to provide the vehicle for total period of more than seven (7) days, SVNIRTAR has the right to terminate the contract and forfeit the Security Deposit.
- viii. The vehicle will be spared to for two days (not consecutive) in a month for attending regular servicing & maintenance, for which no deduction will be made towards the absence of the vehicle or duty. However, the vehicle for maintenance will be spared on a convenient day as fixed by the Officer-in-Charge.
- ix. It will be the responsibility of the Contractor to ensure that the vehicle is registered as per the latest Motor Vehicle Act. The Driver's License, RC Card, Valid Insurance and other documents should always be available with the Driver.
- x. The vehicle shall also generally carry accessories like tool kit, consumable spares, rain coat, umbrella, torch light, first aid box, etc. which are to be arranged by the Contractor.

- xi. **The drivers should be given minimum wages of skilled as per labour Act of Govt. of India Rules.**
- xii. **The drivers will be covered under EPF, ESI, and Bonus etc. as per Govt. of India Rules. The party has to be strictly followed as per time to time revision of rules if required.**
- xiii. *The contractor shall produce all the vehicles for physical inspection before SVNIRTAR authorities along with original documents of the vehicle viz. RC books, Insurance policies (Comprehensive), Contract Carriage Permit, Road Permit, etc. if asked for verification prior to deployment on the specified dates. If the Contractor fails to produce the vehicles and documents for inspection/ verification on the specified date, the work order for supply of light vehicles will not be issued in his favor and EMD will be forfeited.*
- xiv. The contractor shall also observe the requirement of safety and maintenance provisions Indicated under Motor Vehicle Act.
- xv. The contract entered into will be in force for a period of two years. SVNIRTAR may, if required, increase or reduce the required number of vehicles and size (seating capacity) with an advance notice of one week. The contract may increase if satisfactory performance of contractor further period of one year, after necessary approval of the competent authority with same terms & conditions & rates of the contract.
- xvi. The contractor may discontinue the services by giving 90 days' notice in writing. The Contract can be terminated by SVNIRTAR by giving one-month notice without assigning any reason thereof.
- xvii. The contractor should declare and warrant that they are legally entitled to do the services of providing transport and hold the requisite license and / or permit for the same from the appropriate authorities.
- xviii. The bills should be submitted on monthly lump sum basis for running of the vehicles on the route at the stipulated timings (to be decided by the SVNIRTAR Authorities). The rates given in the schedule attached herewith should be inclusive of all statutory taxes; toll charges etc. and shall be firm for the contract period. Along with bills, wages payment copies of Driver, EPF, and ESI deposit receipt if any must be submitted.**
- xix. All repairs including major overhaul and maintenance, servicing and other expenses for the up-keep of the vehicles, running expenses such as tyres, batteries etc. shall be borne by the contractor. The wages payable to the Driver of the vehicles shall be the responsibility of the contractor and the same should be as per the minimum wages act. Halting or over duty charges after 12 hours of normal duty, fooding and residence must be provided by the contractor to the driver as per log book record.

- xx. The contractor shall not engage vehicles to carry passengers other than persons authorized by SVNIRTAR, while on SVNIRTAR duty.
- xxi. The contractor shall make the vehicles available 15 minutes in advance before their actual departure timings on both sides.
- xxii. The contractor shall ensure that drivers deployed on the vehicles are qualified (minimum 8th pass) and possess valid professional License issued by appropriate authority and also well-disciplined. They should behave properly with the officials, well conversant with the route / roads of Bhubaneswar and Cuttack and its surroundings and should not report for duty under influence of alcohol or any narcotics, etc. Drivers should wear uniform which will be supplied by the Contractor. Age of the driver must be within 25 to 50.
- xxiii. The contractor shall produce the original documents of the vehicles and driver's details bio-data under contract for verification as and when called for by SVNIRTAR authorities. If for any reason vehicle or driver changes, contractor will intimate in writing to the office well in advance and produce documents of replace vehicle and driver.
- xxiv. If the contract is terminated on the basis of non-compliance of terms and conditions of the contract, security deposit shall stand forfeited.
- xxv. The contractor shall furnish agreement on non-judicial stamp paper of Rs.100/- accepting all the terms and conditions mentioned in the tender document at the time of award of the contract for supply of vehicle. Any conditional acceptance of the offer will be liable for immediate termination of the contract without assigning any reason whatsoever.
- xxvi. The vehicle owner/contractor's local office should be located in the area as of Cuttack/Bhubaneswar.

7. COMPLIANCE OF LAWS AND SAFETY RULES

- i. The contractor shall declare and warrant that they are legally entitled to do the services of providing transport and hold the requisite license and / or permit for the same from the appropriate authorities.
- ii. The contractor shall employ his own drivers during the period of contract and shall pay their wages and comply with the statutory provisions and SVNIRTAR shall not, in any manner, be responsible for the same. The contractor shall make payment of wages to the workers employed by him regularly and shall produce the details to SVNIRTAR authorities or any statutory authorities for verification.
- iii. It will be the sole responsibility of the contractor to abide by the statutory provisions of the various acts in performance of this contract.
- iv. If the vehicles are involved in any accident or mishap and as a result hereof any employee or guest or persons of SVNIRTAR and any outside person suffer any injury or death, then the contractor shall be liable to pay compensation or damages as may be assessed by the appropriate authority.
- v. If the contractor at any stage refuses or is unable to provide the vehicles for any reasons whatsoever or his performance is found to be other

se unsatisfactory, SVNIRTAR will have the right to terminate the contract and recover from the contractor, the amount of losses and liquidated damages suffered by the SVNIRTAR due to termination of the contract. This will be in addition to the recovery of losses which shall have to be reimbursed to the authorized commuters to and for journey (coming / going) from their respective places.

- vi. All letter posted through postal authorities (P&T) to Contractor on the address given by him will be considered to have been delivered in time.

8. SAFETY AND SECURITY

- i. In order to avoid any Mishap / Accident contractor shall ensure that only skilled drivers (having driving license to drive passenger vehicle) with sufficient experience in the trade are deployed in the vehicles and they shall observe all rules/precautions in this regard. Contractor shall ensure that the driver do not exceed normal speed limit and shall further ensure that the crew is deployed on duty after adequate rest to avoid accidents due to driver fatigue. The contractor shall be solely responsible for violation of the above stipulations.
- ii. The contractor shall engage the drivers for SVNIRTAR duty whose character and antecedent verification has been done by the Police Department, possess valid driving license, having adequate driving experience, having thorough knowledge of traffic rules/road safety precautions, aware with the routes of Bhubaneswar and its surroundings.
- iii. The contractor shall always abide by the rules and regulations of SVNIRTAR pertaining to Security and safety.
- iv. The Contractor or his representative shall not divulge to any one, any confidential information obtained during the course of work.
- v. Any indiscipline by the contractor workmen within the premises, while on duty, will make them liable for penalty and SVNIRTAR will also be entitled to terminate the contract. The security rules as framed from time to time shall be strictly complied with by them.

9. SET-OFF CLAUSE

Whenever any claim or claims for payment of a sum of money arise(s) out of or under this contract against the contractor, SVNIRTAR shall be entitled to withhold and retain such sum in whole or in part from the security deposit of the contractor pending finalization or adjudication of any such claim, in the event of the security deposit being insufficient to cover the claimed amount, SVNIRTAR shall be entitled to withhold and have a lien to retain the extent or such claimed amount which at any time thereafter may become payable to the contractor under the contract or any other contract with SVNIRTAR or government or any person contracting through SVNIRTAR pending finalization or adjudication of any such claim. During the period of this contract any sum of money or moneys so withheld or retained by SVNIRTAR will be kept, withheld or retained as such by SVNIRTAR, till the claim arising out of or under the contract is determined by SVNIRTAR or by the competent authority, as the case may be and that

e contractor will have to claim for interest or damages whatsoever on any account in respect of such sums.

10. BILLING AND PAYMENT

- i. The bill shall be submitted for each calendar month duly completed in all respects by 5th of the succeeding month so as to enable the SVNIRTAR for arranging payment at the earliest possible. The bill will be supported by a statement showing the details of date wise running of the light vehicles (copy of the log book duly signed and authorized by the transport in-charge of the Institute). The bills will also submit along with deposit copy of wages of drivers. EPF & ESI deposits of drivers if required as per Govt order for verification. Monthly bills amount as per contract order will be paid by deducting statutory amounts. The payment to the contractor shall be made by SVNIRTAR by NEFT/PFMS directly to the SB Account of the contractor within 15 days from the date of receipt and checked of the bill and the contractor shall not be entitled to claim any interest for delay in payment due to unforeseen/administrative reasons.
- ii. It is necessary that the log book has to be signed by the staff / officials using the vehicles. For the vehicles, the log book has to be signed by the transport in charge of the Institute. The log book shall also contain details of complaints and poor services noticed by the users. In case of deficiency of services / complaints SVNIRTAR may impose penalty as already mentioned in this tender document, which shall be recovered from the monthly bill of the transporter. The decision of the Contractor, SVNIRTAR shall be final and binding.
- iii. If the bills are sent back for any correction to the contractor, the date of re-submission of the bill after correction will be considered the date of actual submission of the bill.
- iv. The bills will be raised once in a month.
- v. Recoveries towards Income-Tax plus applicable surcharges on Income-Tax/TDS/GST/TDS on Contract and any other taxes, as notified by the government from time to time, will be made as per Government Orders in this respect and certificate to that effect will be issued by the SVNIRTAR.
- vi. The monthly fixed charges offered in the schedule includes all the expenses such as salary, & lubricants, road tax, passenger permit charges, insurance, maintenance charges, toll tax, parking charges etc.
- vii. Vehicles will be out and in from the SVNIRTAR campus after signing in the Security gate and log book checking by the Security on duty or supervisor.

11. FORCE MAJEURE

Force Majeure is herein defined as any because which is beyond the control of the contractor and the SVNIRTAR, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, such as Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics. Other phenomena including but not limited to hostiles, riots, civil commotion and declared lock out in contractor's works.

12. COMPLIANCE WITH THE TERMS AND CONDITIONS

- i. The contractor shall comply with all the laws applicable and shall indemnify SVNIRTAR against any action brought against it for any violations/ non-compliance of any of the Act, rules etc.
- ii. The performance of the contractor shall be monitored periodically and in case of services are found unsatisfactory i.e. the conditions of vehicles deteriorates, frequent break-down, improper maintenance, use of retreaded tyres, unavailability of fuel in the vehicles, non-displaying SVNIRTAR sign board, misuse of SVNIRTAR board, non-availability of documents of the vehicles, licence etc with driver, non-availability of spares, wheel and tools, non-availability of first aid box and medicine therein, unpunctuality in duty, non-wearing of uniform by the driver, misbehavior of the driver will the persons, driver under influence of alcohol, disobey of the transport staff and other violations covered explicitly and implicitly under this contract. SVNIRTAR reserves the right to terminate the contract at any time without assigning any reason by giving 48 hours' notice in writing and the contractor shall not be entitled to any compensation, whatsoever by reason of such termination and security deposit will be forfeited.
- iii. SVNIRTAR reserves the right to accept or reject either in full or in part, any or all tenders, without assigning any reason whatsoever thereof. SVNIRTAR reserves the right to cancel the contract even after acceptance without assigning any reason whatsoever thereof. SVNIRTAR is not bound to accept the lowest tender. If L1 contractor will not comply the T&C of the tender, he may be terminated on the notice of the competent authority and EMD/SD of contractor will be forfeited already mentioned in the tender T&C. After cancelling the contract, authority may award contract to the L2 party for smoothly continuing of the services or may be called re-tender again.

13. LIQUIDATED DAMAGE:

In case of break in service due to non-supply of substitute vehicle during breakdown, a compensation of 1% value of Contract shall be levied for every week or part thereof towards delay in Supply of services subject to a maximum of 10% value of Contract.

14. Delivery / COMMISSIONING:

Vehicles must be supplied and services be started latest within 30 days from the date of contract.

15. SETTLEMENT OF DISPUTES:

- a. All disputes or differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of contract or during the contract period shall be referred by the supplier to the Director, SVNIRTAR. The institute shall notify decisions thereon in writing within a reasonable time. The decisions of the Director shall be binding on the supplier.
- b. In case the supplier is not satisfied with the decision of the institute on any matters in question dispute, or difference to be submitted upon shall be referred for decision to the Executive Council of SVNIRTAR, whose decision shall be final and binding on the supplier.
- c. **JURISDICTION:** -The court of Cuttack only will have jurisdiction to decide with and decide upon any legal dispute whatsoever arising out of this tender.

The Director, SVNIRTAR reserves the right to accept or reject any or all tenders or part thereof without assigning any reason/explanation thereof.

S/d-

DIRECTOR

Excel sheet for FB
HIRING OF VEHICLE - Bolero Neo or equivalent -02 Nos. by SVN

Sl. No.	Description	Unit	Qty.	Rate Rs.	Amount Rs.
01	Monthly Fixed Hiring Charges of contract vehicle (7- seated capacity) for deputing vehicle with Driver, oil & lubricants for running up to 4000 km. per month.	No	01		
02	Monthly Fixed Hiring Charges of contract vehicle (9- seated capacity) for deputing vehicle with Driver, oil & lubricants for running up to 4000 km. per month.	No.	01		
03	Charges per km over and above 4000 kms per month with driver and oil & lubricants for all above vehicles.	Km	1700		
04	Halting/Extra charges of driver for duty after 10 pm per day.	day	10		

Noting

Ø 1700 km charges after 4000 km per month given in SI-03 is an example for finalization of FB. But payment will be made as per actual extra km running after 4000 kms in the billing month.

Ø Similarly, 10 days' charges for halting after 10 pm of the day given in SI-04 is an example for finalization of FB. But payment will be made as per actual number of day halting in the billing month.

Bills must be certified by the Security supervisor for arrival & departure time before submitting in the Administration Department

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to under compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला संप्रदाधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इस अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---