

**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA – 769008**



**TENDER FOR PROVIDING MULTI UTILITY VEHICLE
(MUV) WITH FIVE SEATER AT NATIONAL INSTITUTE OF
TECHNOLOGY, ROURKELA.**

Tender Notice No.: NITR/PW/MUV-SS/2025/347

Date: 30/04/2025

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TENDER FOR PROVIDING MULTI UTILITY VEHICLE (MUV) WITH FIVE SEATER AT NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA.

(E-PROCUREMENT MODE ONLY)

National Institute of Technology Rourkela, an institute of national importance under the Ministry of Education, Government of India, invites online bids from eligible, capable and qualified agency for **Providing Multi Utility Vehicle (MUV) with five seater**. On behalf of the Director, NIT Rourkela, online tenders are invited through the e-Procurement module of the CPP Portal.

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

1. IMPORTANT DATES OF TENDER

1.	Title of the Tender	Tender for Providing Multi Utility Vehicle (MUV) with five seater at NIT Rourkela - 769008
2.	Date of publication of tender	As per e-procurement portal.
3.	Bid Documents download start date	As per e-procurement portal.
4.	Pre-bid meeting date and location	As per e-procurement portal.
5.	Bid Documents download end date	As per e-procurement portal.
6.	Last date of submission of tender	As per e-procurement portal.
7.	Technical & Financial Bid Opening Date	As per e-procurement portal.
8.	Tender Fee	A non-refundable fee of INR 500/- (Rupees Five Hundred only) through online NET-BANKING / NEFT / IMPS or payment online in an acceptable form.
9.	Earnest Money Deposit / Bid Security	A refundable fee of INR 50,000/- (Rupees Fifty Thousand only) through online NET-BANKING / NEFT / IMPS or payment online in an acceptable form.
10.	Contract Period	Initially for one year (Extendable for two more years on yearly basis subject to satisfactory performance during the review and assessment at the end of the each year.)
11.	Bid Validity	120 days from the date of opening of technical bids.
12.	Address for Communication	Prof. Anil Kumar Singh, Head of Unit, Safety & Security National Institute of Technology Rourkela Tel: 0661-2462731 Email: hou-ss@nitrkl.ac.in

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

2. INSTRUCTIONS TO BIDDERS

2.1 Tender Fee & Earnest Money Deposit (EMD) / Bid Security:

- 1 Tender fee of Rs. 500/- (Rupees Five Hundred only) and Earnest Money Deposit (EMD) / Bid Security (refundable) of Rs. 50,000/- (Rupees Fifty Thousand only) to be deposited through ONLINE mode only using **NET-BANKING / NEFT / IMPS or pay online in an acceptable form.**
 - a) The bidders are allowed to submit their bid only after the successful payment of EMD.
 - b) The bidders are required to submit a proof of successful payment details of Tender Fee and EMD along with technical bid i.e. transaction reference no, bank details and UTR no. Any other mode of payment shall not be entertained.
 - c) In online payment of Tender Fee and EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by NIT Rourkela within the last date **as mentioned in e-procurement portal** to any reason(s) whatsoever then the bid will not be accepted. Tender Fee and EMD received after due date and time as specified will be forfeited.
 - d) Bank details for NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form is as follows:

Bank Name: State Bank of India

Branch: NIT Campus, Rourkela, Odisha

Account Name: Security Deposit Account

Account No.: 30046305869

IFSC: SBIN0002109

- 2 EMD / Bid Security of the unsuccessful bidder will be returned to them without any interest at the earliest and latest on or before 30 days after the award of the contract to the L1 bidder.
- 3 Bids received without Earnest Money Deposit and Tender Fee shall stand technically disqualified and thus shall not be considered for evaluation at any stage.
- 4 The EMD / Bid Security of the bidder who withdraws their bid in breach of terms and conditions of the contract, withdraws at any stage after the opening of the technical bid or the price bid and who evades or refuses to accept the Award of Contract after being L1 within the period of validity, shall be liable to forfeiture.
- 5 The EMD submitted by the successful bidder shall be refunded within thirty days of submission and acceptance of the Performance Security/Performance Bank Guarantee/ Security Deposit in case of award of contract.

2.2 Bid security Exemption:

1. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for goods produced and services rendered, are exempted from paying EMD / Bid Security. Accordingly, MSEs shall be required to submit valid Udyam Registration Certificate for availing benefit under MSE Procurement Policy. The benefit as above to MSMEs shall be available only for Goods produced and services rendered by MSMEs. However, traders are excluded from the purview of MSME Procurement Policy.
2. Startup(s) as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India, are exempted from paying EMD / Bid Security. However, they have to enclose valid self-attested registration certificate(s) along with the tender to this effect.
3. Eligible MSE and startup bidders who seek exemption from paying EMD / Bid Security as per above clause, if they withdraw or modify their bids during the period of validity, or if they are awarded the tender and fails to execute the contract, or fails to submit a performance security before the deadline as defined in contract order, they will be suspended for a period of three (03) years or for a duration as decided by the competent authority from being eligible to participate in future tenders with NIT

Rourkela. Bidders should submit the duly filled and signed declaration as per the attached format in **Annexure-IX**.

4. Those firms who have applied for renewal of registration with any of the above bodies but have not obtained the valid certificate as of the closing date of the tender are not eligible for exemption.

2.3 Eligibility Criteria:

1. **Status:** The bidder shall necessarily be a legal entity either in the form of sole proprietorship, partnership, Limited, or Private Limited Company registered under the Companies Act 1956 or subsequent amendments of the act. The bidder in the form of a Joint Venture (JV) / Consortium is not permitted. Copy of Registration No. under the Shop & Commercial Establishment Act may be enclosed. Proof of the status of the bidder shall be submitted. Bidders must have the office set up / workshop set up in Odisha for operational conveniences at least for a period of two years or more and currently should be in the same business.
2. **Financial Capacity:** The Bidders should have a minimum average annual turnover of **Rs. 10,00,000/- (Rupees Ten Lakh)** in the last three financial years i.e. FY **2021-22, 2022-2023, 2023-2024**. Bidders are required to submit documentary evidence like an Audited Balance Sheet, Profit & Loss Statement, and Income Tax Return (ITR) for the last three financial years duly certified by a Chartered Accountant (**Annexure – VI**).
3. **Experience:** Bidder should have a **minimum three years of experience** in similar services i.e. providing / hiring of vehicle in Central Educational Institutions/Autonomous Bodies/Public Sector Undertakings/Central/State Government Departments/Central Research Organizations within last five (05) years ending on 31st March 2025. A copy of such work order and testimonials / completion certificate / performance certificate with satisfactory performance from the client end pertaining to transport services are to be submitted (as per the **Annexure - IV & V** given in this tender document).
4. **Registration:** The bidder must have valid PAN, GST registration certificate, EPFO, ESIC, Labour License in the firm/bidder's name as on last of date of tender submission.
5. **Vehicle Ownership or Lease:** The bidder should have at least 2 (two) commercial vehicle in his/her/company's own name or lease.

2.4 Documents to be submitted by Bidder along with the technical bid:

1. Category of Bidder, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-operative Society, etc. along with the following documents:
 - a. In the case of Proprietary Firm, attested copy of the affidavit of Sole Proprietary.
 - b. In the case of the Partnership Firm, an attested copy of the Partnership deed along with amendments if any, and proof of registration, if any.
 - c. In the case of Limited Companies, an attested copy of the Memorandum & Articles of Association, Certificate Incorporation, Authorized, Subscribed and paid-up capital.
 - d. In the case of Co-operative Society, an attested copy of the certificate of registration from the Registrar of Co-operative Societies.
 - e. If required, the original documents will have to be produced for verification at the time of the Technical Bid Evaluation.
2. A Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Company shall be signed in the name of the company, by a **person duly authorized on its behalf**. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the agency **is duly authorized to do so shall**

- accompany the tender.** The Tender submitted without furnishing the full particulars or tender documents without strictly adhering to the directions given herein shall be technically disqualified.
3. Information about the officer of the firm/company being an employee, past or present, or relationship of any employee of NIT Rourkela with Proprietor, Partner – Director of the firm is to be furnished.
 4. Whether the bidder or any of the Proprietor, Partner, Director, Shareholders, or their spouse working as contractors in NIT Rourkela, or any Government Department / Public Undertaking has been:
 - a. Blacklisted.
 - b. Removed from the approved list of Contractors.
 - c. Demoted to the lower class of job.
 - d. Under orders for banning or suspending business with him/them. if yes, give the details indicating the period.
 - e. Convicted by a court of committing any offense.
 5. Copy of Incorporation/Registration certificate of the company and GST Registration Certificate;
 6. Copy of Permanent Account Number (PAN);
 7. Copy of Labour License, issued by the Labour Commissioner; (if applicable)
 8. Copy of Registration Certificate of Employee Provident Fund Organization (EPFO); (if applicable)
 9. Copy of Registration Certificate of Employee State Insurance Corporation (ESIC); (if applicable)
 10. Copy of Audited Balance sheet, Profit & Loss Statement, and Income Tax Return for last three years ending on 31st March 2024;
 11. Proof of local office Address (valid rental agreement/ proof of ownership documents);
 12. Copy of requisite work order/service order/completion certificate/experience/performance satisfactory certificate issued by the organization;
 13. The following documents should be furnished in support of the proof of ownership or holding lease or sale deed:
 - a. Vehicle Model
 - b. Registration no. etc, RTO Registration details, RC Book
 - c. Up to date Road Tax paid details
 - d. Up to date insurance policy
 - e. Up to date Taxi permit
 - f. Up to date Fitness certificate of the vehicle
 - g. Up to date Pollution certificate
 - h. Up to date Hypothecation details
 14. Duly signed Checklist for technical bid (Annexure – I);
 15. Duly signed Tender Acceptance Letter (Annexure-II);
 16. Duly signed Self Declaration-Non-Blacklisting (Annexure-III);
 17. Duly signed Performance Report issued by previous organization (Annexure – IV)
 18. Duly signed Experience details of the bidder (Annexure-V);
 19. Duly signed Annual turnover details of the bidder (Annexure-VI);
 20. Duly signed Company details of the bidder (Annexure-VII);
 21. Duly signed Bid security declaration for EMD-exempted bidders (Annexure-VIII); (if applicable).
 22. Duly signed list of the Owned commercially registered Vehicles (Annexure-IX);

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

2.5 Bid Evaluation Procedure:

2.6.1 Techno-Commercial Bid Evaluation:

1. Techno-commercial bids will be opened on the specified date & time by the Tender Evaluation Committee, duly constituted by the competent authority of NIT Rourkela. The bids will be evaluated based on the documents submitted by the bidders in the e-Procurement module of CPP Portal. The decision of the committee will be final and binding on all bidders and cannot be questioned at any stage of evaluation.
2. The Institute also reserves the right to seek confirmation/clarification from the issuing organization for the supporting documents submitted by the bidder.
3. To assist in the examination, evaluation & comparison of the bids, and qualification of bidders, the committee may, at its discretion, ask any bidder for a clarification of its bid. The committee's request for clarification and response shall be in writing through e-procurement mode only. No other mode shall be entertained. Any clarification submitted by a bidder that is not in response to a request shall not be considered.
4. If any bidder fails to provide the requested clarification/information within the stipulated date and time given by the Institute, the bid shall be technically disqualified.
5. The request for clarification and response shall be in writing, without change in the price or substance of the bid offered shall be permitted.

2.6.2 Financial Bid Procedure & Evaluation:

1. The Financial bid (BOQ) shall be in Excel sheet form. The financial bid (BOQ) of all techno-commercially qualified bidders may be opened by the committee on the scheduled date & time.
2. Bidders are advised to quote the offer covering all aspects of service delivery (inclusive of all charges and expenditure required to be incurred by the bidder for the required scope of work as per the bid document) **excluding applicable taxes/GST and Driver Salary**. Taxes/GST as applicable shall be paid extra over and above the quoted rates.
3. **The L1 status shall be decided based on overall quoted price against each vehicle. However, NIT Rourkela, at its discretion, reserves right to choose any vehicle offering lowest price.**
4. After evaluation, the work shall be awarded to the bidder who quoted the lowest price (L1) after complying with all the Acts/provisions stated/referred to for adherence in the tender. In case two or more agencies are found to have quoted the same price, the Committee shall decide the L-1 Agency based on the following tie breaking criteria:
 - a. The average annual turnover for the last three financial years shall be considered.
 - b. If further required for tie breaking, the turnover for the financial year 2023-24 shall be considered.
 - c. If further required for tie breaking, the turnover for the financial year 2022-23 shall be considered.
 - d. Further, if the tie persists then the L1 will be decided by a draw system in the presence of the concerned bidders. The decision in this regard by the committee shall be final and binding on all concerned.
2. Being L1 will not be the sole criterion for eligibility for the award of a contract. The Feasibility of the abnormally low and/or high price quoted in comparison to the prevailing market price(s) of any item and/or all items will be examined by the committee. The decision of the committee in this regard shall be final & binding on all concerned.
3. The decision of the NITR's evaluation committee is final and committee reserves the right to summarily reject all the bids without assigning any reason whatsoever if they are not in line with the committee's expectation.
4. If a tenderer quotes predatory pricing/abnormally low bids, the tender evaluation committee may ask

for written clarification from the tenderer for detailed price analysis/ price break-up/price justification of its bid price in relation to scope, schedule allocation of risks and responsibilities, any other requirements of the bid documents during the financial evaluation.

If, after the evaluation of the price analysis/price justification, the bidder fails to demonstrate the basis of the quoted price with substantiating documents/evidence/calculation, the committee at its sole discretion shall reject the bid.

2.6 Performance Security / Security Deposit:

1. The successful bidder shall have to deposit a Performance Security (PS) equal to 5% of annual contract value, within 15 days after the issuance of the Work Order, through online NET-BANKING / NEFT / RTGS OR payment online in an acceptable form. The Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.
2. The Performance Security will not attract any interest. Any pending dues shall be adjusted /recovered from PS.
3. The Performance Security shall be liable to be forfeited if the successful bidder fails to undertake the work within the stipulated period or fails to comply with any of the terms and conditions of the contract.

2.7 Monthly Payment Terms:

1. The successful bidder shall submit the original tax invoice in triplicate after satisfactory completion of the service to the designated officer of the Institute for certification for payment. The officer (Transport Department), on receipt of the bill, will check the work record, and thereafter process the bill for payment. The payment will be made by online transfer within one month from the date of submission of invoice along with the following documents:
 - a) Original Tax Invoice.
 - b) Log book and Trip Sheet duly signed by users and controlling officer of the NITR (if applicable).
 - c) Satisfactory performance report duly signed by concerned Head of the Department of the respective month.
 - d) All remittances proof for the bank activity of the personnel/employees deployed for the respective month are to be duly signed and submitted along with the bills.
2. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the successful bidder.
3. Under any circumstances, no advance payment will be made.
4. The contractor needs to provide details of his Bank Account number, name and address of the bank, Branch and Branch Code, IFS code, etc., to facilitate payment through a bank (digital payment).
5. The applicable TDS/Income Tax and penalties if any shall be deducted from the monthly bill.
6. The contract is purely a service contract. The contract value shall remain unaltered during the validity of the contract.

2.8 Key factors to be considered during bid submission:

1. The tender shall be valid for 120 days for acceptance from the date of opening of the technical bid and withdrawal in between shall entail the forfeiture of Earnest Money Deposit.
2. Tenders containing overwriting or erasing, without authentication with full signature in the page(s) of “Schedule of Rates” (Financial Bid) and amount/quantity not shown in figures and words will be liable for rejection.
3. The rates quoted in the tender by the tenderer shall be in figures as well as in words. In case of a discrepancy in the rate between the figure and words, the value written in words shall be taken as the final quoted rate.
4. Tenders with rates in units different from those prescribed in the “Schedule of Rates” and Price Bid (BOQ) not received in the prescribed format shall be disqualified.
5. The rate in the tender shall cover/include all statutory duties/levies etc. as on the closing date of tender excluding GST, unless specified.
6. Conditional tenders either in Part – I or Part – II of the tenders shall be liable to be rejected.
7. Any request from the bidder in respect of any additions, alteration, modification, correction, etc. of either terms and conditions or quoted rate, after the opening of the technical bid, shall not be entertained under any circumstances.
8. By submitting a bid, the bidder will be deemed to have satisfied himself that the rate quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached and all conditions and difficulties that may arise during its progress/execution have been considered. Any complaint in this regard after submission of the offer shall not be entertained.
9. Canvassing in any form is strictly prohibited and the bid submitted by the tenderer who resorts to canvassing will be liable for rejection.
10. The Authority of NIT Rourkela reserves the right to accept/reject any or all bids without assigning any reason thereof or divide the work with multiple bidders on acceptance of the lowest price.
11. Proprietary firms, Registered Firms, Registered Partnership Firms, Private Limited Companies, Public Limited Companies, Co-operative Society etc. formed after the publishing date of the tender are not eligible.
12. It shall be the responsibility of the person/firm submitting the tender to ensure that the tender has been submitted as per the terms and conditions prescribed in the tender documents and no change are made therein after submission of the tender. In the event of any doubt regarding the terms and conditions/format, the person concerned may seek clarification from the authorized officer of the Institute. In case any tampering / unauthorized alteration is noticed in the submitted tender documents, the said tender shall be rejected straightaway.
13. Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the checklist.
14. For any clarification, please contact:

Deputy Registrar (Purchase & Works)
NIT Rourkela, Odisha – 769008
Ph. No.: 0661-246-2051/2082
Email: purchase@nitrkl.ac.in

Prof. A.K. Singh (HoU, Safety & Security)
NIT Rourkela, Odisha - 769008
Ph. No.: 0661-246-2731
Email: hou-ss@nitrkl.ac.in

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

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

3.1 Definitions

1. **Approved** means approved in writing, including of previous verbal approval.
2. **Competent Authority** means the Director, NIT Rourkela or any officer authorized in this regard.
3. **Contract** (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Consultancy Contract’ or ‘Contract for Services’) means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the NIT Rourkela and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.
4. **Contract Rate / Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions therefrom as may be made during the tender evaluation or thereafter.
5. **Contractor** (including the terms ‘Supplier’ or ‘Service Provider’ or ‘Consultant’ or ‘Firm’ or ‘Vendor’ or ‘Manufacturer’ or ‘Successful Bidder’ in specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.
6. **Director** means and includes the Director of NIT Rourkela or his authorized representative.
7. **NITR** means National Institute of Technology Rourkela represented through an authorized officer for this contract or Director as the case may be.
8. **Authorized officer / Representative** means and includes Asst. Registrar, Deputy Registrar, Registrar, Dean and Warden, HOD, HoU, PIC of NIT authorized or designated for this contract.
9. **Institute** means National Institute of Technology Rourkela. (in short NITR).
10. **Notice in writing** or written notice including notice in digital mode means a notice in written, typed, or printed characters sent or emailed (unless delivered personally or otherwise proved to have been received) by registered post/courier (with POD) to the notified address or the Registered office of the addressee, or the contractor's site office and shall be deemed to be sufficient service if so sent or left at that address.
11. **Tender** means an offer against enquiry/advertisement/Notice Inviting Tender submitted by the tenderer in a single part or multiple parts like Techno-commercial & price bid.
12. **Tenderer** means and includes the person or firm or company who has submitted a valid tender and also includes its authorized representatives, heirs, executors, administrators, successors, and assignees as approved by the employer.
13. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for the fulfillment of the Scope of Work and as set forth and required by the specifications and such additional instructions issued from time to time during the progress of the work.

3.2 Responsibilities of NIT Officials:

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

3.3 Assignment and Sub-Contracting:

1. The contractor shall not assign the contract, or any part thereof, any benefit or interest therein to any third party without prior written consent of NIT Rourkela.

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

3.4 Contract Documents:

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

3.5 General Obligations of the Contractor:

1. **Sufficiency of Tender:** The contractor shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all his obligations under the contract and all matters things necessary for the proper completion and maintenance of the work.
2. **Bankruptcy and Breach:** A contract if the contractor becomes bankrupt or has an order for appointment of any receiver made against him or shall present any position bankruptcy or shall make an arrangement with or assignment in favor of his creditors or shall agree to carry out the contract under a committee of inspection of his creditors or being a corporation shall go into liquidation (other than voluntary liquidation, for the amalgamation, absorption or reconstruction) or if the contractor assigns the contract without the prior consent of NIT Rourkela or it is found that the contractor –
 - a. has abandoned the contract or;
 - b. without reasonable explanation has failed to commence the work or has suspended the progress of the works for 7 days after receiving written notice to proceed or;
 - c. is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or;
 - d. has to the detriment of good workmanship or in defiance of NIT instructions to the contrary sublet any part of the contract or;
 - e. otherwise failed to perform his part of the contract according to the true intent and meaning thereof.
3. **Illegal gratification, breach of contract:** The contract may also be terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation, if any bribe gratuity, gift, loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by NIT in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.
4. **Code of Integrity:** All bidders are required to adhere to the Code of Integrity for Public Procurement in accordance with the regulations issued by the Government of India. Any violation of this code may lead to punitive actions, including contract cancellation, banning, blacklisting, or other actions initiated by NIT Rourkela as per extant rules.

3.6 Debarment of Business Dealings:

1. As per the Rule 151 of GFRs 2017 a bidder shall be debarred if he has been convicted of an offence

- (a) Under the Prevention of Corruption Act, 1988; or
- (b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

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

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

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

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

3.9 Notice:

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

3.10 Safety:

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

3.11 Policing of work: Should the general conduct of the works including the Premises of NIT under the occupation of the Contractor lead to violation of any of the provisions of the Indian Penal Code either in consequence of riotous or illegal proceeding of the contractor's labour or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Contractor and not by the employer.

3.12 **The Law in Force in Relation to Contract:** The contract or amendments thereof entered between the Principal Employer and the Contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.

3.13 If a tenderer quotes an unworkable rate and is considered for placement of the order, the firm will be asked to justify the rate quoted and will have to give a Performance Guarantee Bond in addition to the Performance Security in the form of Bank Draft / Bank Guarantee. The amount of performance guarantee bond will be decided by NIT at the time of placement of the order. The Earnest Money Deposit (EMD) of the tenderer who refuses to give a performance guarantee bond will be forfeited and they will not be considered in retendering if the order/contract is not finalized from the present tender.

3.14 **Arbitration:**

All disputes or differences of any kind whatsoever arising out of or in connection with the contract work during the subsistence of the contract or otherwise, shall be governed by the provisions of ARBITRATION AND CONCILIATION ACT, 1996 and any statutory rules / amendments thereof.

3.15 **Jurisdiction & Right to Amend the Rules:**

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

3.16 **Contract Validity:**

- a. Initially, the contract period will be for **one** year from the date of issue of the work order. However, performance shall be reviewed on yearly basis. Any further extension beyond the aforementioned tenure shall be purely based on performance of the service provider and as per the need of the institute.
- b. If the successful agency fails provide the vehicle within one calendar month from the date of issue of the work order, the work order shall be cancelled immediately without assigning any reason thereof along with forfeiture of the EMD / Performance Security.
- c. At any stage during the tenure of the contract if the agency intends to withdraw the service the same may be addressed to the Registrar NIT Rourkela.
- d. The notice for withdrawal of the contract will be a minimum of 60 days from the date of confirmation given to the Institute in writing. The Performance Security shall be forfeited and the next eligible bidder shall be offered.

3.17 **Contractor's Background:**

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

3.18 **Cancellation of Tender:**

- a. Notwithstanding anything specified in this tender document, NIT Rourkela at its sole discretion without assigning any reasons, reserves the rights.

- i. To accept or reject lowest bidder or any other bidder or all the bidders.
- ii. To accept any bid in full or in part.
- iii. Float/ initiate a parallel tender for identical requirement.
- iv. Cancel the tender at any stage.

3.19 **Indemnity:**

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

3.20 **Liquidated Damages (LD):**

The liquidated damages shall be levied, for delay in supply beyond the contractual delivery date at the rate of 0.5% per week of delay or part thereof on delayed supply of services until actual delivery or performance subject to a maximum of 10% of the contract price of the delivery of which is delayed, for each month or part of a month.

3.21 **Force Majeure:**

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.

4. SPECIAL CONDITION OF CONTRACT FOR MULTI-UTILITY VEHICLE (MUV) WITH FIVE SEATER

- 4.1 **Scope of the Agreement:** The Contractor shall provide a **Multi-Utility Vehicle (MUV) without a driver to NIT Rourkela**, as per the specifications and requirements mentioned in the main contract document. The vehicle shall be delivered in good working condition, including all essential documents as mentioned in clause no.: 2.4.

Although, the provision of driver is not required at present, the Institute reserves the right to request a driver in the future, when the need arise. In such cases, the Contractor shall comply the request with all applicable statutory obligations. The Institute will bear the cost of any necessary reimbursement for the driver's remuneration as per the following:

Driver's remuneration: Rs. 20,000/- per month (consolidated) plus EPF & ESI (employer contribution). An **Annual Increment of 10%** of the Driver's remuneration shall be granted at the time of renewal of the contract, subject to satisfactory performance.

- 4.2 **Vehicle requirement:** The vehicle shall meet the following criteria:

- **Vehicle type:** Similar/equivalent to Mahindra Bolero camper (5 seater), Toyota Hilux (5 seater), Isuzu S-cab/S-cabz/D-max (5 seater).
- **Model:** Manufacturing year shall not be older than June 2024.
- **Fuel Type:** Petrol / Diesel.
- **Condition:** The vehicle must be in sound working order, free from any defects, with current inspection and compliance certifications.

- 4.3 **Delivery and Handover:** The vehicle shall be delivered to NIT Rourkela within **one calendar month** after issuance of Work Order in a clean, roadworthy condition, with full fuel, and all accessories as specified in the contract.

- 4.4 **Duration of the Hiring:** The vehicle shall be hired for a period of **One year** from the date of Work Order. Either party may terminate the agreement with **90 days'** notice, provided this is done in writing and in accordance with the terms of the contract.

- 4.5 **Maintenance and Repairs:**

- The Contractor shall responsible for the regular upkeep and minor repairs of the vehicle, such as checking tire pressure, oil levels, and ensuring the vehicle is kept in a roadworthy condition.
- Any major repairs or issues arising due to wear and tear shall be reported to the Contractor, who will carry out the necessary repairs at their cost.
- In case of any accident or damage to the vehicle due to Institute's negligence, repairing cost to be borne by the contractor and the same shall be reimbursed at actuals.

- 4.6 **Fuel and Other Expenses:**

- The Contractor is responsible for all fuel costs, toll charges, parking fees, and any other incidental charges incurred for institute usage during the entire contract period. However, these charges shall be reimbursed by the institute in monthly bill against production of valid vouchers.

- 4.7 **Insurance:**

The Contractor shall provide comprehensive insurance coverage of 1st party for the vehicle, including third-party liability, theft, and damage.

- 4.8 **Usage Restrictions:**

- The vehicle is to be used solely for the requirement of the institute and only within the geographical area specified in the agreement.
- The Contractor shall not sublet or transfer the vehicle to any third party without the written consent of NIT Rourkela.
- The vehicle shall not be used for racing, off-roading, or any illegal activities.

4.9 Vehicle Condition and Inspection:

- Upon delivery, NIT Rourkela shall inspect the vehicle and report any existing damages or issues to the Contractor.
- In case the condition of the vehicles provided is found to be unsatisfactory, they shall be returned for immediate replacement. If no replacement is provided within the stipulated time, NIT Rourkela reserves the right to hire vehicle from the market and the additional cost incurred by NIT Rourkela shall be borne by the Contractor.
- Upon conclusion of the contract, a final inspection shall be carried out and any damage not reported earlier will be assessed.

4.10 Liability: The Contractor shall not be held liable for any injury, loss, or damage caused during the contract period, except where the damage is due to the Contractor's negligence or failure to provide a vehicle in a safe, roadworthy condition.

CHECKLIST FOR TECHNICAL BID

Sl. No.	Particulars	Document is attached (Yes / No)	Page No
1	Details of the Firm		
2	Other business of the Firm		
3	Valid Tender Fee		
4	EMD Exemption Certificate		
5	Incorporation/Registration certificate of the company		
6	GST Registration No. (attached self-attested copy)		
7	PAN & Bank details (attached self-attested copy)		
8	Tender acceptance letter (Annexure-II)		
9	Non-Blacklisting undertaking (Annexure-III)		
10	Satisfactory performance certificate/reports of similar services preferably from the Govt. organizations / PSUs (at least one report on the letter head of the clients under signature of the authorized signatory with seal. (attach separate list if necessary) (Annexure-IV).		
11	Experience: Bidder should have a minimum three years of experience in similar services i.e. providing / hiring of vehicle in Central Educational Institutions/Autonomous Bodies/Public Sector Undertakings/Central/State Government Departments/Central Research Organizations within last five (05) years ending on 31 st March 2025. A copy of such work order and testimonials / completion certificate / performance certificate with satisfactory performance from the client end pertaining to transport services are to be submitted (as per the Annexure - IV & V given in this tender document).		
12	Financial Capacity: The Bidders should have a minimum average annual turnover of Rs. 10,00,000/- (Rupees Ten Lakh) in the last three financial years i.e. FY 2021-22, 2022-2023, 2023-2024 . Bidders are required to submit documentary evidence like an Audited Balance Sheet, Profit & Loss Statement, and Income Tax Return (ITR) for the last three financial years duly certified by a Chartered Accountant (Annexure-VI).		
13	Company details (Annexure -VII)		
14	Bid Security declaration for EMD exempted bidders (Annexure- VIII)		
15	Owners commercially registered vehicle details (Annexure-IX)		

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

Signature of Tenderer

(ON THE LETTERHEAD OF THE FIRM)

**DECLARATION
(TENDER ACCEPTANCE LETTER)**

To,

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

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

Ref.: Tender for Providing Multi Utility Vehicle (MUV) with five seater at NIT Rourkela.

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

Date:

Place:

Signature of Authorized person

Full Name:

Designation:

Seal

(ON THE LETTERHEAD OF THE FIRM)
SELF DECLARATION – NON-BLACKLISTING

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

Ref: Tender for Providing Multi Utility Vehicle (MUV) with five seater at NIT Rourkela.

Dear Sir,

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

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

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

Date:

Place:

Signature of Authorized person
Name
Designation with agency seal

PERFORMANCE REPORT***(ON THE LETTERHEAD OF THE ISSUING ORGANIZATION)***

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

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

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

Date:

Head of the Department or
Equivalent with seal & signature

Experience

Bidder's Experience details during the last three Financial years				
Financial Year	Name of the work	Purchase Order No. & Date (Copy of Work Orders to be attached)	Date of successfully completion of Service (copy of report from client to be attached)	Contact Details of Client
2020-21				
2021-22				
2022-23				
2023-24				
2024-25				

NOTE: *In case of ongoing projects/works please mention continuing and enclose the experience certificates*

Date:

Place:

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

Annual Turnover

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

Date:**Place:**

Signature of Authorized person
Designation with agency seal

COMPANY DETAILS

Name of the bidder		
Date of Incorporation / Registration details		
Registered Office Address		
PAN Number		
GST Registration Number		
Bidder's Bidding Capacity for the tendered items <i>(As a Manufacturer/Trader/ dealer/channel partner/system integrator/Service provider etc.)</i>		
Bank Details	Account Number	
	IFS Code	
	Bank Name	
	Branch Name	
Authorized Signatory Details <i>(Company/Firm Authorization by the competent authority, to be attached)</i>	Name	
	Designation	
	Email	
	Phone	
Details of Contact other than Authorized Signatory	Name	
	Designation	
	Email	
	Phone	

Date:**Place:**

Signature of Authorized person
Designation with agency seal

(ON THE LETTERHEAD OF THE FIRM)
BID SECURITY DECLARATION

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

Ref: Tender for Providing Multi Utility Vehicle (MUV) with five seater at NIT Rourkela.

Dear Sir,

We, the undersigned declare that

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

Date:

Place:

Signature of Authorized person
Name
Designation with agency seal

(On The Letterhead of the Firm)

Details of the Owned commercially registered Vehicles

The Bidders must own a minimum of 2 vehicles, commercially registered in the name of agency/proprietor, supporting documents to be submitted.

Sl. No.	Vehicle Registration No.	Vehicle Model	Insurance Status and validity date (Active / Not Active)	Vehicle Seating Capacity
1				
2				
3				
4				
5				

Date:

Place:

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