



**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH**

(An Autonomous Institute under Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Government of India)  
Transit Campus of NIPER Raebareli, Bijnor - Sisendi Road, Ahmadpur urf Kamlapur, PO- Maiti, Sarojini Nagar,  
Lucknow (UP) - 226002

Web: [www.niperraebareli.edu.in](http://www.niperraebareli.edu.in)

**TENDER FOR HIRING SERVICES OF VEHICLES AT NIPER - R,  
LUCKNOW.**

**NIT No. - NIPER-RBL/Taxi-Hiring/2021-22**

|    |                                                  |                                     |
|----|--------------------------------------------------|-------------------------------------|
| 1. | <b>Date of Tender issue</b>                      | <b>December 28, 2021</b>            |
| 2. | <b>Last Date &amp; Time of Tender submission</b> | <b>January 17, 2022 by 03:00 PM</b> |

**Signature & Stamp of Authorized Representative**



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No. NIPER-RBL/Taxi-Hiring/2021-22

Date: 24.12.2021

### **NOTICE INVITING TENDER**

**Sub: Tender for Hiring services of vehicles at NIPER - R,Lucknow.**

National Institute of Pharmaceutical Education & Research (NIPER) Raebareli, Lucknow campus invites Sealed tenders under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership for Tender for hiring services of vehicles at NIPER, Raebareli.

|    |                                                 |                             |
|----|-------------------------------------------------|-----------------------------|
| 1. | Bid Security Declaration                        | Annexure -D                 |
| 2. | Opening Date and Time for submission of Tenders | 28.12.2021                  |
| 4  | Last Date and Time for submission of Tenders    | 17.01.2022 up to 03:00 P.M. |

The tender documents can be downloaded from [http:// www.niperraebareli.edu.in](http://www.niperraebareli.edu.in) & [http:// www.GeM.gov.in](http://www.GeM.gov.in) and the bid can be submitted only on [http:// www.GeM.gov.in](http://www.GeM.gov.in)

Registrar

## TENDER DOCUMENT

1. National Institute of Pharmaceutical Education and Research (NIPER), Raebareli, (hereinafter referred to as the "Institute"), an Educational Institute of National Importance, invites sealed tenders in two-bids (1. Technical & 2. Financial) from well-established reputed transporters (hereinafter referred to as the "Tenderer"), having relevant experience for providing the vehicles on rent to Government and large private organizations /Institutions.
2. **Type of Transport Requirement NIPER Raebareli proposes to hire 2 x Vehicle (7 Seaters), 2 x Vehicles (5 Seaters) cars.** Tenderer needs to provide these vehicles for NIPER Raebareli initially for one year, further extendable upto one more year based on satisfactory completion of contract. Contract will be based on monthly and as on required basis at NIPER Raebareli transit campus Lucknow.. All vehicles must be **2018 or later model.**

Tender document can be downloaded from the NIPER, Raebareli web site at URL link :[www.niperraebareli.edu.in](http://www.niperraebareli.edu.in) & [http:// www.GeM.gov.in](http://www.GeM.gov.in).

3. Deposits the tenderer shall be required to deposit Bid Security Declaration in lieu of earnest money deposit (EMD) as per Annexure -D. **The bids if not accompanied with Bid Security Declaration will NOT be entertained and summarily rejected.**
4. Offers in financial bid should be written in English and price should be written in both figures and words. The offer should be typed or written in ink or ball pen without any cutting or overwriting. Use of pencil will not be acceptable. The relevant supporting documents as mentioned or required should be enclosed along with the offer.

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6. At any time prior to the deadline for submission of bid(s), the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by prospective tenderer, modify the tender document by amendment and it will be published on the website & GeM portal.
7. .Financial Bids will be opened of only those qualifying in Technical Bids.
8. NIPER, Raebareli reserves the right seek clarifications from any bidder (with copy endorsed to all the bidders), to reject any or all tenders, or recall the tender in case it is felt that the rates quoted are not reasonable, or there is a doubt about authenticity of documents submitted during the technical bid. Prior to award of contract without assigning any reason whatsoever.

#### **INSTRUCTIONS TO TENDERER**

9. Tender should be submitted in two parts, **Part – I (Technical Bid) & Part – II (Financial Bid)**.

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**Part I (Technical Bid): (Please refer Annexure A for additional details.)**

10. The Technical bid shall include the following:-
- (a) Valid Commercial registration and license details for hiring services of vehicles at NIPER, Raebareli under the relevant statutes.
  - (b) Tenderer should not have been debarred or blacklisted by any Central / State Governments Departments/Autonomous Institution/University of India. An affidavit that effect on Non- Judicial stamp paper of Rs. 10/- duly notarized shall be enclosed with the technical bid. The format of the affidavit is attached with the tender as **Annexure C**.
  - (c) Copy of Vehicle Commercial Registration Certificate (RC), Insurance Certificate etc must be enclosed with technical bid to prove that the number of vehicles proposed to be provided and its vintage (year of model) by the Tenderer are actually held.
  - (d) Regarding experience in providing cars for hiring, a copy of a certificate/ contract from the previous employers - self attested will be submitted to prove the experience.
  - (e) PAN Card photocopy, GST registration, IT returns of last three years & Proof of Address, all self-attested.
11. **Earnest Money Deposit:** Please refer Para 3 on Page 3 of the tender document.

**PART – II (Financial Bid): ( Please refer Annexure B for details)**

12. (a) The financial bid should be in the format enclosed with tender as **Annexure B** and kept in separate sealed cover. Failure to provide financial bid in a separate sealed cover will result in invalidation of the offer.
- (b) The financial bid should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote the price in figure as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The tender should be duly signed by the authorized person(s). In case there is any difference in the amount between figures and words, **the amount indicated in words will be treated as the valid offer.**

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13. **Rejections:** The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and /or fails to submit the required documents as required or mentioned in tender document are liable to be summarily rejected.
14. **Validity of Quote:** Quoted rates must be valid for a period of 90 days from the stipulated last date of submission of tender. The overall offer for the assignment and tenderer's quoted price shall remain unchanged during the period of validity. In case the tenderer(s) withdraws his offer during the validity period, the EMD deposited by him shall be forfeited without assigning any reason thereof. The tenderer(s) should be ready to extend the validity, if required.
15. **Tender Preparation Cost:** The tenderer shall solely bear all the costs associated with the preparation and submission of the bid. The Institute shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case, such costs shall be reimbursed by the Institute.
16. **Duration of Contract:**

The contract shall be valid initially for a period of one year. The NIPER, Raebareli reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for further period of one year as may be agreed to mutually.
17. **Award of Contract:**
  - (a) After due evaluation of both the Technical & Financial bids, NIPER, Raebareli will award the contract to the selected Tenderer (hereinafter referred to as the "Contractor") and issue a work order.
  - (b) In case the period of contract is extended further by the Institute in consultation with the contractor, the validity of performance guarantee shall also be extended by the contractor accordingly, so that such performance security shall remain valid for a period of sixty days after the expiry of the obligations of the contractor for the extended period.

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**18. Performance Guarantee:**

- (a) The tenderer selected and awarded contract shall provide Performance Guarantee in terms of 3% of the Annual contract amount in terms of Account Payee Demand Draft made in any of the Nationalized bank , pledged in favour of “NIPER, Raebareli” within 10 days of award of the contract.
- (b) The performance security, as furnished by the tenderer, shall remain valid for a period of **sixty days beyond the date of completion of all contractual obligations** of the contractor under the agreement to be executed by and between the Institute and the Contractor.
19. **Refund of EMD:** The validity of bid security document will automatically expire along with expiry of validity of tender or awarding the contract to successful bidder.
20. **Default:** The tenderer shall be blacklisted in case of default which is considered for the purpose of this tender/contract as :-
- (a) Failing to provide vehicle to NIPER, Raebareli as per the contract within five working days of award of the contract, or
- (b) Failure to provide Performance Guarantee as given in Para 19 above within stipulated time frame.
- (c) Furnishing false information to secure this contract, which may be found during the tendering process or at a later stage during the operation of the contract.

**21. Terms & Conditions:**

- a) All vehicles provided to NIPER, Raebareli should be in excellent roadworthy and running condition and of **2018** or later model, **as given in the Technical & Financial Bid of tender document** with good interiors, free from any past history of accidents and fully insured, including third party. Fitness certificate issued by Regional Transport Office (RTO) should be submitted to NIPER, Raebareli.
- b) Only inspected and approved vehicles will be sent for service on regular basis. Vehicles sent as replacement /standby will also be subjected to inspection and approval. Institute reserves the right to inspect all /any vehicle at any time during the trip.

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- c) The vehicles shall run as per the schedule/requirement given by the Institute. The vehicles will be deployed even on Saturdays /Sundays / Holidays as per the Institute requirements including special duties over and above scheduled requirements as and when needed. The contractor should strictly follow the schedule. Exact Kms covered will be entered in log book after every duty.
- d) The vehicles provided should have neat and hygienic seat covers, portable fire extinguishers, portable vacuum cleaner which can be operated from Car/ Battery and first aid box for NIPER, Raebareli.
- e) All vehicles supplied must have a **pollution free certificate** at all the time.
- f) In case of any delays/breakdown/non-reporting of vehicle, the information should immediately be passed on to the “Authorized Person” appointed by NIPER, Raebareli and suitable replacement is to be arranged as early as possible.
- g) Drivers sent with vehicles should have a valid commercial driving license and they must be regular employees of the agency. All drivers must be physically and mentally fit for services and not be older than 60 years. **Medical fitness certificate from Chief Medical & Health Officer** of each of the Driver may be asked. If any driver is found not fit or their behavior is not satisfactory, the Institute reserves the right to ask the agency to replace the driver immediately. **Driver must be in proper uniform (dress) as per the statutory requirement.** Sufficient drivers must be catered to run vehicles as per institute requirement including on Saturday/Sunday/ Holidays/Special Duties over and above stipulated schedule. Prior permission will be taken before change of drivers in case it is inevitable.
- h) The Contractor must ensure that driver is not under the influence of alcohol or other intoxicants while performing their duties for the Institute. Institute reserves the right to check randomly alcohol contents through breath analyzer. **Smoking is strictly prohibited inside vehicles.** The Contractor shall ensure that such personnel do not play cards, gambling, or any antisocial activities during duty hours and such activities are prohibited in the parking area even after duty hours. They shall **not use uncivil language inside the vehicles and Institute.**
- i) The contractor shall solely be responsible for accidents, if anything happens. Institute will not be responsible for any litigation whatsoever under any circumstances.

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- j) The contractor shall not deploy any driver who has not completed eighteen years of age and who does not possess a **valid driving license and experience of at least three years**. The contractor shall comply with all the statutory regulations related to the business. Institute shall not be responsible for any liability in this regard for any fault of the contractor.
- k) The operation and function of vehicles and drivers shall be governed by Motor Vehicles Act and these shall be the responsibility of the contractor. Any violation of traffic rules can invite penalty by the Statutory bodies as well as NIPER, Raebareli, which shall be paid by the contractor.
- l) **Penalty:** During the operation of the contract, the following penalty will be deducted from the monthly payment to the contractor, based on report from the NIPER Employee / Student :-
1. Delays not because of mechanical failure/ act of nature :-
    - (a) More than 30 Minutes : Rs. 500/- per event
    - (b) Failure to provide a car : Rs. 1000/- per event
  2. Not wearing uniform : Rs. 100/- per event.
  3. Misbehaviour with NIPER Employee/ Student : Rs. 200/- per event.
  4. Over-speeding : Rs. 300/- per event.
  5. Inadequate cleanliness : Rs. 100/- per event.
  6. Improper servicing/ mechanical condition : Rs 500/- per event.  
due to poor maintenance
  7. Providing invalid/ inappropriate driver : Rs. 1000/- per event.
  8. Driver found drunk/ indulging in gambling/ :Rs. 2000/- per event  
any other antisocial activities during duty hours
- m) In case of change in requirements/ for any other reason, the Institute reserves the right to terminate the contract by giving 30 days' notice and without assigning any reason whatsoever.
22. **Payment Schedule:** Payment requests for monthly bills are to be submitted by the contractor by 5<sup>th</sup> of the following month. Payment shall be released within fifteen days from the date of verification of bill and subject to satisfactory performance of duties as per the contract. Amount on account of penalty as listed in Para 22 (l) above will be deducted from the payable amount.

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23. **Arbitration:** In case of any dispute or difference arising out of or in connection with the tender conditions job order and contract, the Institute and the contractor will address the dispute/difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole arbitrator to be appointed by the Institute. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be Lucknow. The decision of the Arbitrator shall be final and binding to both the parties.
24. **Jurisdiction:** The courts at Lucknow alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender/contract. It is specifically agreed that no court outside and other than Lucknow court shall have jurisdiction in the matter.
25. **Clarification:**
- (a) At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the tender document by amendment.
- (b) The amendment will be published on Institute website. In order to afford prospective tenderers reasonable time to take the amendment into account in preparing their bid, the Institute may, at its discretion, extend the deadline for the submission of the Tender.

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## Annexure A

### **Tender for hiring services of vehicle at NIPER - R, Lucknow.**

#### **Technical Bid**

**(Please refer Para 11 on Page 5 and provide all document as asked for therein)**

| Sr. No | Description                                                                                                  | Information to be filled by the tenderer (if required separate sheet may be enclosed) |
|--------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 1      | Name and address of firm/ agency with complete contact details (Mobile Number/ e-mail id)                    |                                                                                       |
| 2      | Name of Proprietor /Partners / Directors of the firm                                                         |                                                                                       |
| 3      | Type of Vehicles (A.C) with seating capacity                                                                 |                                                                                       |
| 4      | Bank details: Account No.                                                                                    | Name and address of Bank .....<br>.....<br>Account No. ....<br>IFSC code .....        |
| 5      | Details of Commercial registration                                                                           | R. No. ....<br>Copy enclosed: Y/N                                                     |
| 6      | Income Tax return for the last three financial years (attach copies)                                         | Copy enclosed: Y/N                                                                    |
| 7      | Total turnover of the agency during last three financial year (attach copies)                                | Copy enclosed: Y/N                                                                    |
| 8      | Duly filled in authorization for attending the bid opening ( <b>Annexure D</b> ).                            | Copy enclosed: Y/N                                                                    |
| 9      | Documents as given at Para 11 on Page 5 of this tender document and provide the documents as mandated there. | Copy enclosed: Y/N                                                                    |
| 10     | (a) GST No./ Certificate                                                                                     | No..... Copy enclosed: Y/N                                                            |
|        | (b) PAN No.                                                                                                  | No..... Copy enclosed: Y/N                                                            |
| 11     | Details of Earnest Money Deposit                                                                             | DD No. _____, date: _____<br>Amount _____                                             |
| 12     | Details of Tender Fee                                                                                        | DD No. _____, date: _____<br>Amount _____                                             |
| 13     | Credentials                                                                                                  | Copies enclosed Y/N                                                                   |
| 14     | Is Bid documents duly signed and sealed.                                                                     | Yes/No                                                                                |
| 15     | Any other information                                                                                        |                                                                                       |

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## Annexure B

### Tender for Hiring services of vehicle at NIPER- R, Lucknow.

#### Part II : Financial Bid

| Sr. No | Vehicle Type                          | 4 Hours / 40 Km | 6 Hours / 60 Km) | 8 Hours / 80 Km | On monthly basis (upto 1000 Km and 240 Hrs.) | Extra per hour | Extra per Km Rate | Night Charges | Remarks |
|--------|---------------------------------------|-----------------|------------------|-----------------|----------------------------------------------|----------------|-------------------|---------------|---------|
| 1      | 7 Seater (Innova Crysta etc.)         |                 |                  |                 |                                              |                |                   |               |         |
| 2      | 7 Seater (Innova / Ertiga / TUV etc.) |                 |                  |                 |                                              |                |                   |               |         |
| 3      | 5 Seater (Indigo / Swift Dzire)       |                 |                  |                 |                                              |                |                   |               |         |
| 4      | 5 Seater (Etios / Ciaz/ Honda City)   |                 |                  |                 |                                              |                |                   |               |         |

**Rate should be quoted with Driver & including all Taxes**

**Note :-** Night charges will be applicable from 11:00 PM to 5:00 AM.

All taxes/expenses applicable and penalty imposed if any during transportation due to fault of the transporter as per statutory provisions are to be borne by the tenderer.

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**Annexure C**

**Tender for hiring services of vehicle at NIPER - R, Lucknow.**

**Declaration Regarding Black listing / Debarring for Taking Part in Tender.**

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer)

I/ We \_\_\_\_\_(Tenderer) hereby declare that the firm / agency namely M/s \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

**(Or)**

I/We \_\_\_\_\_(Tenderer) hereby declare that the Firm / agency namely M/s \_\_\_\_\_ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period \_\_\_\_\_ years w.e.f. to of \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm / company is tenders.

In case the above information found false I/We are fully aware that the tender / contract will be rejected / cancelled by Director, NIPER, Raebareli and EMD / performance security shall be forfeited.

In addition to the above, Director, NIPER, Raebareli, will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

**Attested:**

(Public Notary / Executive Magistrate)

Name \_\_\_\_\_

Address \_\_\_\_\_

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**Annexure–D**

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD**

**(On Bidders Letter head)**

**I / We, the authorized signatory of M/s..... participating in the subject tender No ..... for the item / job of**

**..... , do hereby declare:**

**i. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.**

**ii. That in the event we withdraw / modify our bid during the period of validity Or**

**I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of National Institute of Pharmaceutical Education and Research, Guwahati, for a period of three years from the date of committing such breach.**

**Signature of the Tenderer or his Authorized Person**

**Full Name:.....**

**Designation: .....**

**Company's seal**