

**TENDER DOCUMENT
FOR CONTRACT FOR HIRING OF
BUSES AT NESAC UMIAM**

मई /MAY- 2023

**भारत सरकार/Government of India
अंतरिक्ष विभाग/Department of Space
उत्तर/पूर्वी अंतरिक्ष उपयोग केंद्र-North Eastern Space
Applications Centre
उमियम/Umiam-793103, मेघालय/Meghalaya**

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उमियम / Umiam - 793103, मेघालय / Meghalaya

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निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

निदेशक एनईसैक-, उमियम, मेघालय, प्रतिष्ठित ठेकेदारों फर्मों सेवा प्रदाताओं से निम्नलिखित के लिए दो बोली में मोहरबंद , प्रस्तावों को आमंत्रित करते हैं / Director, NESAC, Umiam, Meghalaya, India invites sealed offers in two bids from reputed Service Providers, Firms, Contractors etc for the following:

एनआईटी सं. / NIT No.	कार्य का नाम / NAME OF THE WORK	इएमडी(₹) डीडी के रूप में/ EMD (₹) IN THE FORM OF DD	निविदा शुल्क/ TENDER FEE (₹)
NESAC/1545/2023	CONTRACT FOR HIRING OF BUSES AT NESAC UMIAM	₹ 52853/-	₹ 500/-

निविदा दस्तावेजों के विक्रय का दिनांक/ Dates for selling of tender documents : 27.05.2023 to 12.06.2023

निविदा दस्तावेजों को जमा करने की अन्तिम तिथि व समय/ Last date & Time for submission of tender documents : 12.06.2023 upto 13:00 Hrs.

निविदा खोलने की तिथि , समय व स्थान / Date, Time & Venue of Bid Opening : 12.06.2023. at 15:00 Hrs at एनईसैक, उमियम/ NESAC, Umiam

Instructions to Tenderers:

- The Tender is invited for 'Contract for hiring of buses at NESAC, Umiam'.**
- For full details and terms and conditions etc., please see the enclosed Annexures.
- Tender documents can be obtained from the Purchase Officer, NESAC, Umiam.
- Tender Fee shall be paid in form of CROSSED Demand Draft only. The Demand Draft should be in favor of Director, NESAC drawn on State Bank of India, Umiam (branch Code 2010). The Tender Fee is NON-REFUNDABLE. Your request letter along with Tender Fee may be addressed to the Administrative Officer as indicated above.
- Interested tenderers may, at their option, download the tender documents from the NESAC website www.nesac.gov.in and submit the Tender Document along with the prescribed tender fee as per details given in the tender notification.
- While requesting for Tender Documents, please superscribe on the cover as "Request for Tender document against Tender Notice No **NESAC/1545/2023.**
- Tender Document received after the due date/time will not be considered.
- While sending sealed quotation/offer superscribed respective Tender Number and Due Date on the envelope.
- NESAC, UMIAM is not responsible for any postal delays/loss of documents in transit.
- If the date specified for submission/opening of tenders is declared as a holiday abruptly, the due date for submission/opening of the tenders in such cases shall be postponed automatically to the next working day.
- Director, NESAC reserves the right to accept or reject any/or all the quotations/Expression of Interest in part or full.
- All pages forming part of the tender documents should be duly signed, stamped and submitted to NESAC. Pages not signed and stamped will be considered invalid and rejected.**

Dated: 26.05.2023

Sd/-
निदेशक, एनईसैक / Director NESAC

PART- I TECHNICAL BID**STATEMENT OF TECHNICAL EVALUATION FOR CONTRACT FOR HIRING OF BUSES
AT NESAC UMIAM**

TERMS AND CONDITIONS			
SL.N O	TERMS & CONDITIONS	COMPLIANCE	REMARKS
1	The Contract for hiring of Buses will be initially for a period of six months and if service found satisfactory then the contract will be extended for another 01 (one) year and 06 (six) months. However, NESAC reserves the right to continue the contract for a further period of one year upon mutual consent or curtail the period of contract as maybe decided by NESAC.		
2	The Contractor should submit Earnest Money Deposit for ₹ 52853/- in the form of Demand Draft in favor of Director, NESAC drawn on State Bank of India, Umiam (Branch Code 2010). In case the Contractor/bidder's withdrawing or altering its bid during the bid validity period the whole EMD amount will be forfeited.		
3	The contract for hiring of bus will be for office use for which NESAC requires one commercial Bus per day for staff conveyance from Shillong to NESAC, Umiam and back and other official duties at any given point of time. During office hour, the usage of the bus shall be as per the instructions of the Administrative Officer, NESAC Umiam.		
4	The contractor should be capable of supplying more than 2 buses on a specified occasion for which information will be given in advance.		
5	To make the bidder eligible to participate in this tender, the bidder has to own a minimum of 1 bus in the bidder's name or should have a lease agreement with the owner and the bus to be provided to NESAC should be in good running condition with not older than 2019 registration. Documentary evidence for the buses fleet strength with details such as models, registration number, insurance, etc., should be included in the technical bid.		
6	The drivers deployed must be in good health, well mannered, well behaved, even tempered and should have minimum VIII th standard qualification and should perform the duties entrusted to him properly. He must possess a valid driving license and must report for duty in uniform with name badge at all times. The character and Antecedent verification of the driver from competent authority i.e. District Police should be de done and the same should be submitted to Administrative Officer before commencement of the contract.		
7	The contractor should ensure that the buses report for the duty with sufficient fuel and also arrange to provide sufficient money for fuel, toll charges, etc.,		

8	In case of any strike or bandh, civil commotions and other disturbances, the contractor should make earnest efforts for plying the buses as usual and if any problem arises, the same should be intimated to Administrative Officer immediately and follow his instructions.		
9	Payment will be made based on actual usage.		
10	The Journeys trips at NESAC is divided into followings three categories:		
i	Local trips i.e. within the State of Meghalaya.		
ii	Outstation trips (Trips outside the State of Meghalaya)		
iii	Monthly Basis trip (Vehicles hired for all working Days in a month)		
11	For Local trips duties: For local trips, the number of hours for which the bus is hired is the basis for deciding the applicable slab. Whenever the actual running exceeds the maximum kilometers for a particular hour slab, the extra kilometer rate is to be taken into account. Similarly, whenever the usage exceeds the time limit indicated in the slab, the next slab is to be taken in to account even though the number of kilometer does not cross the limit indicated in the slab. However, rate / hour (waiting charge) agreed will be applicable only beyond 15 hours.		
12	For outstation duties:		
i	In case of outstation trips, contractors are allowed to use the 2nd log sheet only after a continuous period of 24 hours. For any continuous duty beyond 12 hours (but within 24 hours), the bills will be regulated as per the terms specified in the contract.		
ii	Vehicle should report to duty with sufficient fuel and drivers also should take food before reporting to duty. NESAC will not allow any vehicle to stop on the way for fuel and food. Contravention of which will lead to penalty as per Sr No. 33. Driver will not be entitled to any privileges from NESAC including boarding, fooding and lodging charges. For outstation trips they need to make their own arrangements.		
13	Monthly Basis Trip:		
i	The seating capacity of the bus for daily conveyance should not be less than 32 seats for passengers		
ii	The vehicle shall be hired for a complete month i.e. within 270 hrs (2000 kms).		
iii	Whenever the actual running exceeds the maximum kilometers (2000 kms) for a particular month, the rate per extra kilometer is to be taken into account. Similarly, whenever the usage exceeds the time limit (270 hrs) even though the number of kilometer does not cross 2000 kms, rate per hour agreed will be applicable only beyond 270 hrs.		
iv	The log sheets should be maintained for bus hired for conveyance on monthly basis.		
v	The monthly basis vehicle should have sufficient fuel and driver should have sufficient money as the vehicle can be used for any emergency duty where so decided by Administrative Officer. Therefore contractor should deploy buses which have multistate permit (particularly Assam). The bus & driver should		

	be always ready for such duty.		
14	In case of change of driver/bus the contractor should inform to The Administrative Officer, NESAC, Umiam well in advance along with full bio-data/documents of the driver/bus.		
15	The buses provided by Contractor should be free from court cases.		
16	NESAC will re-imburse the expenditure incurred towards Inter-State permit charges, toll charges, parking charges, etc., on production of original receipts issued by state government/local authorities only when certified by the user. NESAC will not bear any cost towards operation, repair, maintenance, fuel and oil, servicing, wages of drivers, garage fees, insurance; road tax, fooding and lodging for the driver, etc. The complete liability in such cases will be that of the bus contractor.		
17	All cost and liabilities arising out of any accident or traffic offence are solely the responsibility of the bus contractor. NESAC officials will not be a party to any dispute arising out of accident or traffic offence. NESAC shall indemnify against any claims or law suits by a third party in case of accidents resulting in loss of property, injury and death.		
18	In case of breakdown of any bus, the replacement should be provided by the contractor and no idle km and time will be entertained for replacement vehicle.		
19	Payment will be made within 15 days from the date of submission of valid bills. Bills should be submitted on monthly basis.		
20	In case, there is an increase in the fuel rate by 10%, subsequently there will also be an increase in the rate/km by 3%. The current fuel (diesel) price/litre may be mentioned in Sl. No 4 of the Price Bid.		
21	NESAC will provide a specimen log sheet to the contractor. Contractor should ensure that the driver reports for the duty along with required number of log sheets. It is the responsibility of the driver to obtain signature of the bus users after they fill all the columns of the log sheets for each trip. Incomplete and illegible log sheets will not be entertained for payment. Any corrections in the log sheet should be attested by the users. Contractor should give strict instructions to the drivers that they should not make any entries in the log sheets other than the entries of travel between the first reporting point and the releasing point.		
22	NESAC reserves the right to terminate the contract in the following cases:		
a	NESAC suffers due to frequent breakdown of the buses in route or any lapse in providing required services as per terms and conditions specified.		
b	Frequent stoppage of vehicles mid-way due to poor maintenance, lack of fuel, accident, misbehavior/in-discipline of the driver etc.		
c	Suffer any pecuniary loss due to rash and negligence driving of the driver/bus to NESAC/ user Staff.		

23	FALL CLAUSE: The rates charged under the contract by the contractor should in no event exceed the lowest price at which the contractor charges / services of identical description to any other DOS units during the period of contract.		
24	NESAC RESERVES THE RIGHT:		
a	To enter into parallel rate contract simultaneously or at any time during the period of contract with one or more contractors.		
b	To place on ad-hoc contract or contract simultaneously or at any time during the period of the contract with one or more tender.		
c	To cancel the contract at any time without assigning any reason whatsoever.		
d	To Cancel the Contract in case the contractor violate to any terms and conditions of the Contract and forfeiting of performance security deposit in part or in full as deem fit by NESAC		
25	Performance Security Deposit		
	<p>On acceptance of the Contract, the Contractor shall, at the option of the Purchaser and within the period specified, deposit a performance Security Deposit in the form of Performance Bank Guarantee (executed on non-judicial stamp paper of ₹200/-, and shall be valid for a period of sixty days beyond the date of expiry of the contract as per format enclosed in Annexure-I) or Bank FDR of an amount not exceeding ten percent of the value of the Contract. If the Contractor is called upon by the Purchaser to deposit, 'Security' and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the services Contracted at the risk of the Contractor in terms of Sub-Clause (i) and (ii) of clause below and/or to recover from the Contractor, damages arising from such cancellation. To forfeit the Performance Security deposit in full or a portion of it as deem fit by the purchaser.</p> <p>(i) to get the services from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the services not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily serviceable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or to cancel the Contract in full or a portion thereof and if so desired to get the services or authorise the services not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily serviceable) at the risk and cost of the Contractor and</p>		

	(ii) to get the services from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the services not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily serviceable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or to cancel the Contract in full or a portion thereof and if so desired to get the services or authorise the services not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily serviceable) at the risk and cost of the Contractor and		
26	Jurisdiction: The Courts of Nongpoh only shall have the jurisdiction to deal with the award and decide and matter relating to the disputes arising out of the contract.		
27	Subletting of contract: The Contractor shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under the contract under any other agency.		
28	Documents required along with the offer: The Contractor is required to enclose photocopies of the following documents along with the offer failing which their bids should be summarily/outrightly rejected and should not be considered any further.		
a	A copy of valid registration certificate of the firm/establishment / agency.		
b	Documentary evidence for the buses fleet strength with details such as models, registration number, insurance, etc., should be included in the technical bid.		
c	A copy of PAN/Adhaar Card		
d	A copy of Income Tax Clearance / Exemption Certificate.		
e	A copy of GST registration certificate.		
f	Undertaking to be furnished by the Contractor as per Annexure A that the Contractor is having no legal suit/criminal case pending against its proprietor or any of its Directors (in the case of Private Ltd. Company) or having not been earlier convicted on grounds of moral turpitude or for violation of laws in force.		
g	Non-tribal contractors should produce/furnish valid "Trading License" issued by the Khasi Hills Autonomous District Council (KHADC). If somehow the suppliers/firms fail to submit the Trading License with the quotation/technical bid of the tender documents, the contractor must assure in writing that they will submit the same before releasing of PO. It may be noted that the even though selected, PO shall not be released without furnishing the attested copy of Trading License.		

29	Breach of the Contract			
i	The Contractor will be bound by the details furnished by him/her to NESAC while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action.			
ii	Violation to any of terms and conditions of the Tender/Contract will be deem as breach of the Contract making him/her liable for legal action including cancellation of the contract and forfeiting of bid security (EMD) /performance security deposit			
30	NESAC shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by Contractor in the course of their performing the functions/duties, or for payment towards any compensation.			
31	Any disputes that arise during the execution of contract will be mutually discussed and settled between NESAC Contract-In-Charge/Focal Person and Service Provider. Any dispute that remains unresolved thereafter will be referred to a one-man Arbitrator, appointed by Director, NESAC, Umiam, Meghalaya in accordance with Arbitration & Conciliation Act 1996 as amended from time to time, whose decision shall be final and binding on both the parties.			
32	NESAC will pay applicable GST as per the prevailing rates. The same should be mentioned clearly and separately by the contractor in the bids otherwise it will be treated as inclusive.			
33	If contractor fails to observe the following, a penalty of ₹1000/- per vehicle will be imposed and deducted from the bill of the contractor on each of such occasions.			
	a	Failure to provide bus on any day		
	b	Failure to provide suitable bus in case of breakdowns		
	c	Failure to perform trips and duties within the specified time and at a given point		
	d	Failure to maintain copies of valid documents, spare wheel and associated tool kit in the buses.		
	e	Failure to unkeep the bus in neat and clean condition		
	f	Late reporting of the bus		
	g	Change of bus without prior information		
	h	Change of driver without prior permission		
	i	No Cell Phone with driver		
	j	Driver without uniform and name badge (Full sleeve shirt and full length trouser)		
34	Director, NESAC has the right to include additional Terms & Conditions in the P.O/W O			

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MAKE IN INDIA (MI) CONDITIONS

For this procurement, bids from Class I & class II Local Suppliers are admissible. Hence provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DIPP), Ministry of Commerce & Industries vide letter No. P45021/2/2017 PP(BE II) dated 04.06.2020 and subsequent amendment & directives shall be followed. Accordingly, offer will be evaluated & processed in conformation with above referred GOI order (Specially mentioned below). The bidder shall provide compliance and undertaking as per order and hereafter amendments:

- a) Order no: F.No.6/18/2019 PPD dated 23.07.2020 of Department of Expenditure), Ministry of Finance Under Public procurement division for the General Financial rule (GFRs).
- b) Class I local supplier means a supplier or service provider, whose goods, service or works offered for procurement, has local content equal to or more than 50%, as defined under order.
- c) Class II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
- d) Bidders offering imported products will fall under the category of Non-local suppliers. They cannot claim themselves as Class I Local suppliers/Class II Local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition
- e) Verification of local content:
 - i. The Class I local supplier/ Class II local supplier at the time to tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content requirement for Class I local supplier / Class II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - ii In case bid value is in excess of Rs. 10 Cr., Class I local supplier/ Class II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - iii False declarations will be in breach of the code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules (GFR) for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general Financial Rules along with such other actions as may be permissible under Law.

UNDERTAKING

I, _____ Son/Daughter/Wife of
Shri _____, Proprietor/Director /authorized signatory of
_____ (agency/ Firm 's name), is having no legal suit/criminal
cases pending against the propriety/any of its Directors or having not been
earlier convicted on any grounds of moral turpitude or for violation of any laws
in force.

Date:

Place:

Signature of authorized person

Full Name:

Seal:

CONTRACT FOR HIRING OF BUSES AT NESAC, UMIAM

1. Name of Tendering Company/
Firm / Agency : _____
(Attach certificate of registration)

2. Name of Proprietor / Director
of Company/Firm/Agency : _____

3. Full Address of Reg. Office : _____

- Telephone & Mobile No. : _____
- Fax No. : _____
- E-Mail Id : _____

4. Full address of Operating /
Branch Offices : _____

- Telephone & Mobile No. : _____
- Fax No. : _____
- E-Mail Id : _____

5. PAN / Adhaar No. : _____
(Attach copy)

6. GST Registration No. : _____
(Attach attested copy)

7. Bank Account No. with : _____
Name and address of the Bank _____
with Statements for the Last Six months (Attach Attested Copy)

8. Give details of the major similar contracts from Companies/Govt. Establishments handled by the tendering Company/Firm/Agency during the last 3 years in the following format: Also attach copy of agreement made by the company for each case.

Sl. No.	Details of client along with address, telephone and Fax numbers	Contract Amount Rupees in Lakh	Duration of Contract	
			From	To
1.				
2.				
3.				

**Signature of the Tenderer
along with Rubber Stamp**

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor/Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions, scope of work of the tender Rate Contract for Hiring of buses required for NESAC and undertake to abide by them;
3. The information / documents furnished along with the quotation are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Place:

Signature of authorized person

Full Name:

Seal:

INSTRUCTION TO TENDERS

1. Tender fee & Earnest Money Deposit shall be payable only in the form of bank draft drawn in favour of Director, North Eastern Space Applications Centre (NESAC), payable SBI, Barapani (02010). No other mode of payment for tender fee is acceptable.
2. Vendors/firms name and tender no. shall be indicated on the reverse side of the Demand Draft.
3. Detailed specification, terms and conditions are furnished in the tender documents.
4. DD should not be dated prior to the date of advertisement / intimation / website. Separate requests and demand drafts shall be sent for each tender document.
5. NESAC will not be responsible for non-receipt of tender documents/offers due to postal delay / loss in transit.
6. Quotations received without payment of tender fee will be treated as unsolicited.
7. Quotation shall be valid for a period of **NINETY** days from the date of opening.
8. Quotations received after the due date and time will not be considered.
9. If tender opening date happens to be public holiday tender will be opened on the next Working day & interested Vendors may depute their Representatives with proper authorization letter to attend the Public Tender opening.
10. Request for the extension of the due date will not be considered.
11. Director, NESAC reserves the right to accept or reject any tenders in part or full without assigning any reasons thereof.
12. Late tenders and delayed tenders will not be considered.
13. **a) All taxes/duties/levies whether by Central/State/Local government where legally leviable and intended to be claimed should be distinctly shown separately (in percentage and words) in the tender, otherwise price quoted will be treated as inclusive of all taxes.**
While quoting the tender, the tenderer should take into account all the extant statutory deductions under Central/State/Local statutes where legally leviable and show it separately (in percentage and words) and if not separately shown it will be treated as inclusive of all statutory deductions applicable as per the extant statutes.
13. **b) Our's being a Department of Government of India, we are exempted from payment of Excise Duty/Customs Duty.**
14. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Accounts Officer, I/C Purchase & Stores to avoid any payment of such levies.
15. Prices are required to be quoted accordingly as indicated in the Price bid (Part II).
16. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
17. The authority of the person signing the tender, if called for, should be produced.

TERMS & CONDITIONS OF TENDER

1. DEFINITIONS:

- a) The term 'Purchaser' shall mean Director, NESAC.
- b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.
- c) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.
- d) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an Officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

2. PRICES:

Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

3. MODE OF PAYMENT:

Normally payment will be made within 15 days from the date of receipt of the bills from the contractor

4. ARBITRATION:

Any disputes that arise during the execution of contract will be mutually discussed and settled between NESAC Contract-In-Charge/Focal Person and Service Provider. Any dispute that remains unresolved thereafter will be referred to a one-man Arbitrator, appointed by Director, NESAC, Umiam, Meghalaya in accordance with Arbitration & Conciliation Act 1996 as amended from time to time, whose decision shall be final and binding on both the parties.

If the arbitrator be the Director, NESAC

- (i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or
- (ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Director, NESAC to appoint another person as arbitrator.

If the arbitrator be a person appointed by the Director, NESAC- In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings.

In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

5. COUNTER TERMS AND CONDITION OF SUPPLIERS:

Where counter terms and conditions printed or cyclostyled conditions have been offered by the contractor, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

6. BENEFITS EXTENDED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE (MSME), GOVERNMENT OF INDIA:

In order to avail of the benefits extended by Government of India to the Micro, Small and medium Enterprises, bidder should submit self attested copy of valid certificate of registration for specific services asked in the tender by any authority so authorized by Ministry of Micro, small and Medium Enterprise (MSME), Government of India to issue such certificate. Bidder will be required to produce original certificate when called for to do so by NESAC.

PROFORMA FOR

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(On non-judicial stamp paper of appropriate value)

WHEREAS M/s (*hereinafter called the "Tenderer"*) have submitted their offer dated..... for the supply of (*hereinafter called the "tender"*) against tender enquiry No. dated made by (name of the Centre/Unit) (*hereinafter called the "Purchaser"*);

KNOW ALL MEN by these presents that WE..... (name of the Bank and Branch) having our Registered Office at (*hereinafter called the "Bank"*) are bound unto the Purchaser in the sum of ₹ (Rupees only) for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents;

SEALED with the Common Seal of the said Bank this.....day of (*month*) (*year*);

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of its validity; and/or
- (2) If the tenderer, having been notified of the acceptance of their tender by the Purchaser during the period of its validity,
 - (a) fails to furnish the Security Deposit/Performance Security prescribed by the Purchaser for the due performance of the said Contract; and/or
 - (b) fails or refuses to execute the Contract., WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that, in its demand, the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

THIS GUARANTEE will remain in force up to and including 45 days after the period of tender validity and any demand by the Purchaser in respect thereof should reach the Bank not later than the above date.

(Signature of the Authorized Officer of the Bank)

.....

(Name and designation of the officer)

Seal Name, Address of the Bank (Head Office) with Phone/Fax Nos.

Name & Address of the Branch with Phone/Fax Nos.

**उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/North Eastern Space Applications Centre
उमियम/Uiam-793103, मेघालय/Meghalaya**

निविदा सं./Tender No. :
संदर्भ सं./Ref No :
दिनांक /Date :

**PART- II PRICE BID
Contract for Hiring of Buses**

प्रपत्र/From
.....
.....

सेवा मे/To,
क्रय अधिकारी/Purchase Officer,
Purchase & Stores Division
एनई-सैक/NESAC, उमियाम/Uiam

श्रीमान/Dear Sir,

I/We hereby offer to supply the stores detailed herewith/below at the price hereunder quoted and agree to hold this offer open tillI/We shall be bound to supply the stores hereby offered on the issue of the Purchase Order communicating the acceptance thereof on or before the expiry of the last mentioned date. You have the liberty to accept any one or more of the items of stores tendered for any portion of any one or more of items of such stores. I/We not withstanding that the offer in this tender has not been accepted in whole, shall be bound to supply to you such items and such portion or portions of one or more of the items as may be specified in the said Purchase Order communicating the acceptance.

SL. No.	PARTICULARS	RATES FOR BUS			
		24 seater bus	28 seater bus	32 seater bus	40 seater bus
DAILY BASIS					
Local Trips					
1.1	10 hrs (100 Km)				
1.2	12 hrs (120 Km)				
1.3	15 hrs (150 Km)				
1.4	Extra Rate / Km				
1.5	Rate / hr beyond 15 hours				
Outstation Trips					
2.1	Bus Hiring Charge only per day inclusive of Driver & halt charges				
2.2	Rate per km				
Monthly Basis hiring of Vehicle					
3.1	270 Hrs (2000 Km) in a month				
3.2	Extra Rate / Km beyond 2000 Kms				
3.3	Extra Rate per extra hour beyond 270 Hrs in a month				
Fuel Present price/ litre					
4	Present price / litre.	Diesel			

THE ABOVE RATES IS INCLUSIVE OF GST

I/We have understood the terms and conditions of the contract and the instructions of tenderers annexed to the invitation to tender and have thoroughly examined the specification/drawing and/or pattern quoted or preferred to herein and/or fully aware of the nature of stores required and my/or offer is to supply the stores strictly in accordance with the requirements subject to the terms and conditions contained in the purchase orders communicating the acceptance of this tender either in whole or in part.

Date:

निविदाकार के मुहर व हस्ताक्षर
Seal and Signature of the Tenderer
Full Name of Signatory

SPECIAL INSTRUCTIONS FOR 2 PART TENDER

North Eastern Space Applications Centre (NESAC) requests you to send your quotation in two parts (in 2 separate sealed covers) as follows:

PART I (COMMERCIAL AND TECHNICAL PART):

Please submit your proposal in respect of Specifications and Commercial Terms only. Please note that the service charges (price details) should not be indicated in Part-I

The envelope should be Super-scribed with

Commercial & Technical Part 1

Reference No:

Due date :

Note: Part 1 should not contain any price details

PART II (PRICE PART)

Part -II should contain only the service charges. The quotation for service charges (Price details) thus prepared should be placed in another envelope and super-scribed as follows:

Price part II

Reference No:

Due date :

Both the envelope (Part 1 and Part II) Prepared should be placed in another envelope and super-scribed as follows:

Reference No:

Due date :

Containing (Technical + Price bid) and sent to

PURCHASE OFFICER
NORTH EASTERN SPACE APPLICATIONS CENTRE
GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
UMIAM - 793103
MEGHALAYA, INDIA

Note:

1. The above should reach us on or before the due date and time.
2. DIRECTOR, NORTH EASTERN SPACE APPLICATIONS CENTRE, GOVERNMENT OF INDIA, DEPARTMENT OF SPACE, UMIAM - 793 103, MEGHALAYA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OF THE QUOTATION IN FULL/ PART THEREOF WITHOUT ASSIGNING ANY REASONS