

**CSIR - NATIONAL GEOPHYSICAL RESEARCH INSTITUTE****(Council of Scientific & Industrial Research)****UPPAL ROAD, HYDERABAD-500 007, Telangana, INDIA**

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No. 43(01)2017-Pur/T-35

July 24, 2017

**TENDER NOTICE****Sub:** Hiring of trailer with 20' Container for transportation of VTEM System**Ref:** Enquiry No: 43(01)2017-Pur/T-35, dated: 24.07.2017**Last date of submission:** 17.08.2017 - at 2.30P.M.**Date of Opening :** 17.08.2017 - 3.30 P.M.

Director, CSIR-NGRI, invites sealed tenders from reputed / registered transporters / Trailer service providers for Hiring of Trailer with 20' Container, for transportation of scientific equipment in the following sectors during September / October 2017.

1. New Delhi to Surat, Gujarat
2. Surat, Gujarat to Allahabad
3. Allahabad to CSIR-NGRI, Hyderabad.

Above schedule is tentative that may vary depending on the conditions of the field, climate and instruments.

The General & Special Terms and Conditions of Tender are enclosed as Annexure 1 and 2 and the Rate schedule is attached as Annexure 3.

Duly filled-in Tender with Annexure 1, 2 and 3 , signed, sealed and addressed to Director, CSIR-NGRI and super scribed with tender number should be submitted on or before **17.8.2017 - 02.30 P.M** - The tenders will be opened at 3.30 P.M on the same day in presence of the representatives present, if any.

- Controller of Stores & Purchase

## GENERAL TERMS & CONDITIONS

### CLARIFICATIONS:

Clarification if any or technical nature or on contractual matters required by the transporters(s) may be obtained from Controller of Stores & Purchase, CSIR-NGRI, Hyderabad

### TAX DEDUCTION (TDS)

Income Tax as applicable will be deducted from each bill preferred in accordance with section 1204C of the Income Tax Act, 1961 as introduced through Finance Act of 1972 or as amended from time to time Service tax as applicable will also be deducted from the bills

### DELAY OF WORK & LIQUIDATED DAMAGE:

The time for execution of the contract specified in the tender document is the essence of the tender. Delay in commencement of contract or non execution of contract shall lead to forfeiture of EMD.

### TERMINATION OF CONTRACT:

Director, NGRI, Hyderabad reserves the right to terminate the contract at any point of time if the services are found unsatisfactory and not as per the terms and conditions of the contract. The Contract will be terminated in the following cases:

- a) The hirer/Indenter shall have the right to terminate the Contract without any notice in part or in full.
- b) If the transporter delays to provide the trailer.
- c) Any other reason which Director deems fit to terminate the contract.

### SAFETY AND SECURITY

The safety and security of the equipment and execution of the contract as per the schedule is sole responsibility of the transporter.

### DOCUMENTS:

The following documents duly self attested should accompany the tender:-

1. Proof of Registration of the Firm/ transporter for transportation Services
2. Trailer registration Certificate
3. Ownership details of container with its specification
4. Proof of payment of taxes
5. Insurance of the trailer up to date and valid till the currency of contract.
6. Latest income Tax returns
7. Valid Service Tax registration certificate
8. PAN Card of the firm/transporter
9. Copy of Driver's license.

### DISPUTES:

In case of dispute/any accident met by the trailer during the course of contract, the transporter shall be solely liable for settling and payment of all claims/compensations and liable for all legal implications and consequences thereof. In any case NGRI is not liable for the same.

**INSPECTION:**

The acceptance of trailer will be made only when the trailer is inspected by the Scientist in-charge/Indentor and found up to the standard to the specification and free from all defects.

**LAW GOVERNING THE CONTRACT:**

This contract shall be governed by the laws of India for the time being in force. The Contract shall be interpreted in accordance with these laws.

**JURISDICTION OF COURT:**

The Courts of the Telengana shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

**ARBITRATION:**

- A. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is especially provided under this agreement) the same shall be referred to the sole arbitration to DG, CSIR or his nominee.
- B. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director-General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- C. The expression Director-General, CSIR shall mean and include an acting/officiating Director-General.
- D. The Arbitrator may give interim award(s) and/or directions, as may be required.
- E. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made here under and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

## SPECIAL TERMS AND CONDITIONS

1.	The trailer should have National Permit and should have valid insurance. Documentary evidence to this effect shall be submitted along with the tender.
2.	The transporter should supply not more than five years old trailer or a trailer not run for more than 2.00 lakh Kms, for which documentary evidence should be enclosed.
3.	Trailer required has to be in very good condition so as to avoid any major repairs while on duty and so as to avoid serious disturbance to the field work
4.	The transporter shall have to load and unload the Container and with due care with Professional expertise in consultation with/and in the presence of CSIR-NGRI representative Team/official.
5.	The transporter should carry necessary tools for loading and unloading and tying the Container.
6.	Permission to run the trailer within the journey route is to be obtained by the transporter himself.
7.	The transporter should supply not more than five years old trailer or a trailer not run for more than 2.00 lakh Kms, for which documentary evidence should be enclosed.
8.	Trailer required has to be in very good condition so as to avoid any major repairs while on duty and so as to avoid serious disturbance to the field work
9.	<b>Delivery</b> : The trailer with container has to be delivered within 3 calendar days from the date of award of contract.
10.	In case of major break down the transporter should be in a position to replace the trailer immediately at the place of breakdown, and at the same time get the repairs done at his own cost. No additional charges will be paid for the replacement trailer including loading and unloading. Any break-down, service charges etc., shall be borne by the transporter
11.	If the nominated trailer is out of order, an alternative trailer in good shape/ Condition acceptable to the CSIR-NGRI should be temporarily available within TWO days.
12.	The trailer should be maintained in good working condition/order and should have full Insurance coverage.
13.	The Transporter should not carry any private goods/materials/men in the trailer.
14.	The driver should have valid driving license and good driving skills, obedient & courteous. If the Project Team is not satisfied with the Driver's behavior, another driver should be replaced immediately. The transporter should provide mobile phone to the driver for communicating.
15.	The transporter should engage only those Drivers who are holding valid driving license. The drivers should be well mannered and dressed properly as per RTA rules

	and are well aware of all the RTA rules and formalities.
16.	The rate quoted by the transporter should be inclusive of all charges, major/minor repairs, servicing of trailer, cost of POL/Lubricants and any other consumables as may be required from time to time, loading & unloading charges, driver batta. Toll taxes if paid will be reimbursed separately subject to production of original receipts.
17.	The complete/full responsibility for safe running of Trailer shall solely lie with the Transporter only. CSIR-NGRI will not be responsible for any loss, damage or accident to the Trailer & the driver.
18.	NGRI in no case shall be responsible for any legal matters arising out of any state or Central government laws in matters of employing the drivers by the transporter.
20	EMD of Rs. 10,000/- in the form of DD/BC/Bank Guarantee ( as per format enclosed ) from scheduled bank should be enclosed along with the Tender. Non submission of EMD is liable for summary rejection of Tender. DD/BC should be obtained on or after issue of the NIT
21	The tender has to be valid for 90 days from the date of opening.
22	Late, Delayed and unsigned tenders will also not be considered at all.
23	Rate: The transportation charges should be quoted in Lump-sum including loading, unloading, belting the equipment with nylon/iron rope and POL, Driver Batta, toll taxes, border taxes and any other taxes. Applicable service tax may be quoted separately.
24	Payment of taxes: Payment will made as per actual, subject to production of the original receipts for toll tax, border tax, service tax etc.
25	Payment will be made on successful completion of each journey sector wise subject to bill/invoice certification by the field in-charge along with the log sheet. No advance payment will be made.
26	The bill/invoice should be raised in the name Director, NGRI, Uppal, Road Hyderabad-500 007, on the letter head, in duplicate mentioning Bill No: date., work order number & date by enclosing original receipts wherever required. The bill should be duly pre-receipted.
27	The Director, CSIR-NGRI, Hyderabad has the right to reject any tender without assigning any reasons.

## RATE SCHEDULE

S.NO	Particulars	Amount (to be quoted as lump sum in INR )
	CHARGES FOR TRANSPORT WITH CONTAINER	
	Kindly indicate rates per following sectors.	
1	New Delhi to Surat, Gujarat	
	Surat, Gujarat to Allahabad	
	Allahabad to CSIR-NGRI, Hyderabad	
2	Goods & Service Tax applicable	
	Grand Total	

Signature and seal of the Authorized signatory of the Transporter-----

Date :

Name & Address:

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Phone No. -----e-mail ID : -----

**BID SECURITY FORM ( EMD )**

Whereas \_\_\_\_\_ (hereinafter called the "tenderer") has submitted their offer dated \_\_\_\_\_ (date of submission of tender) for the supply of \_\_\_\_\_ (name and/or description of the goods) (hereinafter called the tender")

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ (name of bank) of \_\_\_\_\_ (name of country), having our registered office at \_\_\_\_\_ (address of bank) (hereinafter called "the Bank"), are bound unto \_\_\_\_\_ (name of Purchaser) (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ for which payment well 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 \_\_\_\_\_ 20\_\_\_\_\_.

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 validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - (a) If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
  - (b) Fails or refuses to accept/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 forty five (45) days after the period of tender validity, and any demand 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 \_\_\_\_\_