

(An Autonomous Institute of the Department of Biotechnology, Govt. of India) NCR-Biotech Science Cluster, 3<sup>rd</sup> Milestone, Faridabad-Gurgaon Expressway, Post Box No.-04, Faridabad-121001

**Tender No.:- THSTI / 6.6.0 (V-III) / LT-01/2017**

**LIMITED TENDER FOR HIRING ONE SEDAN CAR**

On behalf of the Executive Director, THSTI, Faridabad sealed tenders under two bid systems are invited for hiring of vehicle (Swift DZire AC or equivalent Sedan Car) on monthly basis for a period of one year from the date of award of the contract. The details of the work and other terms and conditions are as under:

Sr. No.	Name of the work	Estimated Annual Cost	Period of contract	Tender Fee	EMD
1.	Limited Tender for hiring of Swift DZire (AC) for THSTI, NCR Biotech Science Cluster, 3 <sup>rd</sup> Milestone, Faridabad-Gurgaon Expressway, Faridabad-121001.	Rs. 4,50,000/-	One year	Nil	Rs. 20,000/-

**Closing Date** : 19<sup>th</sup> April 2018, 03:00 PM

**Opening of Technical Bid** : 19<sup>th</sup> April 2018, 03:30 PM

- EMD and tender fees mentioned above are to be submitted along with the technical bid in the form demand draft issued by any nationalized / scheduled bank in favour of “Translational Health Science and Technology Institute” payable at Faridabad.
- The complete tender document can also be downloaded from our website [www.thsti.res.in](http://www.thsti.res.in) or CPPP website. After obtaining the tender document, the bidder should go through it carefully and then submit the documents as sought. Incomplete information may lead the bid to be summarily rejected.
- Sealed bids – Technical bid and Financial bid filled in the specified proforma (attached at Annexure – I & II) alongwith EMD and tender fees and duly complete in all respect should reach THSTI latest by **19<sup>th</sup> April 2018, 03:00 PM**. The bids should be duly superscribed, “Limited Tender for hiring of Swift DZire (AC) or equivalent” and addressed to – The Executive Director, Translational Health Science & Technology Institute at - NCR Biotech Science Cluster, 3<sup>rd</sup> Milestone, Faridabad-Gurgaon Expressway, Faridabad- 121001. Late bids will not be accepted and will be summarily rejected.

## **A. EVALUATION OF BIDS**

1. In the first stage the technical bid will be opened and evaluated for compliance with the minimum eligibility criteria as mentioned in the tender document. After evaluation of technical bids the, bidders who are found to be meeting the eligibility criteria will be declared to be technically qualified. The price bid of only such technically qualified bidders will be opened on a date and time to be decided by the competent authority and will be communicated to the concerned parties by email / over mobile. The work will be awarded to the bidder whose bid has been determined to be eligible and to be substantially responsive to the tender documents and who has offered the lowest evaluated bid. The decision of evaluation committee as regards to the evaluation of bids will be final and no correspondence will be entertained in this regard.
2. Bidder must unconditionally accept all terms and conditions stipulated in the original/downloaded tender document and submit the entire signed and stamped document.
3. All documents submitted should be self-attested with seal of the bidder.
4. All pages of the bid including all enclosures should be numbered (except printed leaflets/catalogue) and must be duly filled in, signed and stamped by the bidder or his authorized representative. Offers received without signature and seal on all pages are liable to be rejected.
5. All amendments, time extension, clarifications etc. will be uploaded in the websites only and will not be published in newspapers. Bidders should regularly visit the above websites to keep themselves updated. No extension in the bid due date/time shall be considered on account of delay in the receipt of any document.

## **B. ELIGIBILITY CRITERIA**

1. The agency should have atleast three vehicles in its own name of similar capacity or type.
2. The agency should have experience of atleast three years in providing vehicles of similar type to any organisation of repute and in atleast one State/ Central Govt. / PSU or other organisations. The agency should have a valid PAN and Service tax registration no.
3. The annual turn-over of the agency should not be less than Rs. 5,00,000/- for the last 3 financial years ended 31-03-2017 and should furnish the last three years audited financial Statement of the Agency/Entity.

4. The bidder should not have been black listed by any government organization during the last five years. An undertaking (Annexure-V) in this regard shall be submitted in this regard along with the Technical Bid.

#### **D. ESTIMATED REQUIREMENT**

- 1) Monthly basis: 01 Swift DZire (AC) or equivalent Sedan Car

#### **E. GENERAL TERMS AND CONDITIONS**

1. The vendor shall provide air-conditioned vehicle as per the requirement within 07 days from the date of receipt of order. The vehicle supplied on monthly basis would be a brand new vehicle. However, if required, suitable extension of time may be granted for arranging new vehicle. The cost incurred on fuel, maintenance of the vehicle, timely servicing, insurance, pollution, miscellaneous wear and tear and other required and necessary compliance will be borne by the vendor.
2. **The bidder needs to quote the rates exclusive of driver's salary / remuneration. The driver with valid driving licence will be hired from a manpower agency.**
3. Initially the contract will be valid for a period of one year which may be extended after completion of initial period of contract on satisfactory performance for a further period of 3 (three) years. The criteria for extension shall be purely the performance of the contractor during the 1 contract period. The said extension shall purely be at the discretion of THSTI and on the same terms & conditions.
4. The agency shall not deploy the vehicle/s hired by THSTI on monthly basis for any other purpose or other business during the validity of the contract.
5. Non-participation of near relatives of any employees working with THSTI :-

The near relatives of any employee working with THSTI either in permanent or in temporary capacity are prohibited from participating in this tender. A suitable undertaking as per the format attached at Annexure – V is required to be submitted by all the bidders. The near relatives for this purpose are defined as:-

- Members of a Hindu undivided family.
- They are husband and wife.
- The one is related to the other in the manner as father, mother, son(s), & son's wife (daughter in law), daughter(s) & daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

Further, during the validity of the contract the service provider will also ensure that they will not supply any vehicles to THSTI which are either directly owned by any employee of THSTI or their near relatives as defined above.

6. The vehicle should be placed at the disposal of THSTI.
7. The vehicle provided to THSTI shall not be changed except under compelling circumstances and only after prior consent of the THSTI authorities.
8. The number of vehicles to be engaged is not fixed and may vary as per requirement of THSTI. The requirement of vehicles may be increased or reduced at the discretion of THSTI and no claim whatsoever in this regard shall be entertained. However, the contractor should also provide additional vehicles on demand at the quoted rates only.
9. The THSTI reserves the right to enter into parallel rate contract with other service providers.
10. The contractor shall undertake comprehensive insurance for the vehicle/s throughout the contract period and copy of the policy shall be submitted to the institute.
11. Taxes will be paid as per the prevailing rates as applicable from time to time. In case any Government, Central, State body imposes any additional levies or taxes on this service during the contract period, the same will be reimbursed only on production of original documentary evidence.
14. During the period of contract if the vehicle(s) is/are sent to workshop for periodical maintenance/breakdown or any other repair, the contractor should provide a replacement vehicle of similar or higher capacity immediately for the entire duration without any extra charges. All expenses will have to borne by the agency in case of any breakdown of the vehicles supplied. Immediate replacement of the breakdown vehicle with similar category of vehicle should be provided within 30 minutes.
15. All charges towards repair/servicing, fuel expenses any other incidental expenses on operation and maintenance of the hired car would be borne by the contractor.
16. Performance security deposit :- The successful tenderer will have to deposit the performance security deposit of Rs.45,000/- in the form of Bank Guarantee issued by any scheduled bank drawn in favor of “Executive Director, Translational Health Science and Technology Institute” payable at Faridabad as per the format attached at Annexure - V. The PBG / FDR shall remain valid for the entire duration of the agreement plus three months claim period.
17. THSTI reserves the right to cancel the contract at any time by giving a notice period of at least 45 days. The contractor will not be entitled to claim any compensation against such

- termination. However, while terminating the contract, payment due, if any, to the contractor for services already performed would be paid as per the contract terms.
18. The contractor may discontinue the contract by giving a notice of at least 45 days in writing.
  19. The contractor should have adequate number of telephone connections (office / residence) available at their premises / garage / stand from where such cars/vehicles are to be operated and can be requisitioned by THSTI. Further, for any emergency the agency should have 24 x 7 helpline / contact number to respond to such situations.
  20. No advance payment, in any case, would be made to the contractor.
  21. The contractor will be required to submit the bill complete in all respect by 7th of the following month duly certified by the authorized representative of the contractor, on monthly basis. Generally, the payment may be released by 15th of the following month. THSTI will not be responsible for delay in payment due to non-submission of bills with necessary enclosures on time. Payment will be made once in a month only on submission of the bill, duly certified by the user officer after deducting TDS, liquidated damages and other applicable deduction (if any) from the monthly bills. The vendor should furnish the PAN for Income-tax deduction at source.
  22. Actual parking charges / toll taxes / entry taxes / inter-state taxes for journeys / service taxes will be paid by the contractor. These charges shall be added to the monthly bill with original payment receipts.
  24. The vehicle should be GPRS enabled for real time tracking.
  25. Vehicle provided to the institute must be equipped with first aid box and fire safety measures.
  26. The contractor awarded the contract shall only be the sole supplier of the vehicle and shall not transfer, assign, pledge or sub-contract its service under any circumstances without written permission of the THSTI.
  27. EMD / Performance Security Deposit in full or part may be forfeited in case of deviation from any of the condition specified therein the tender document.
  28. The contractor has to provide vehicle on monthly basis on all days.

29. The duty point would be THSTI or any other place intimated by the institute's authorized officials from time to time. The mileage and timing would be calculated from the place of reporting to the place of release and not from garage to garage.
30. Log book entry - Daily record (indicating time and mileage) shall be maintained separately for each vehicle and countersigned by the user official.
31. The contract shall be awarded to the bidder whose bid has been determined responsive to the bidding documents and who has offered the lowest evaluated bid price as specified in Annexure-II.
32. The bidder shall, on award of Contract, execute the Agreement within 7 days from the date of issue of the letter of intent (LOI). The stamp duty cost shall be borne by the bidder.
33. All legal obligations which include insurance, pollution control, road tax, liaisoning with local licensing authority and all other compliances shall be complied by the contractor and THSTI will not own any responsibility in this regard.
34. The contractor will have to comply with Motor Vehicle Act..
35. In case of accident of the vehicle, the whole and sole responsibility will be of the vehicle owner / Contractor to pay compensation on damages to the person involved as per the law and THSTI will not be responsible for any claim or any other action on this account.
36. The contractor shall immunize THSTI against any claim arising out of accident. The vehicle/s shall be kept properly insured all the time to cover the 3<sup>rd</sup> party risk and simultaneously immunize THSTI on account of likely claims from public, police dept. etc.
37. Executive Director, THSTI reserves all the rights to accept/reject any or all of the tenders without assigning any reason(s) thereof.
38. The institute reserves the right to hire any or all kinds/variants of vehicles in any number mentioned above as per its need or requirement.
39. The bidder should mandatorily quote price for the company fitted CNG/Petrol variant of the vehicle.
40. The rates quoted in the bid should be both in words and figures and quotations with any cutting or over-writing in figures will not be considered, unless corrections are countersigned. The bids should be properly sealed and signed.

## F. PENALTY CLAUSE

i. The contractor shall provide the vehicles for use within 7 days from the date of receipt of work order. Any delay in providing the vehicles beyond 7 days from the date of receipt of order will attract liquidated damages of Rs.1,000/- per day per vehicles till the date of providing the vehicles. In case, any or all vehicles are not provided within 15 days from the date of receipt of work order, THSTI reserves the right to terminate the contract and forfeit the EMD.

ii. Penalty clauses would be as under:-

S. No.	Complains	Penalty
01	Unclean vehicle or seat covers / smell in the vehicle	Rs. 500/- for the 1st day; Rs. 1,000/- per day for the 2nd consecutive day and beyond
02	AC not working, malfunctioning	The contractor to provide another vehicle in maximum of 30 minutes time or else the office can hire a taxi for the day, payment of which will be borne by the contractor. In addition, a penalty of Rs. 1,000/-per incident may be imposed.
03	Breakdown enroute	The user will hire a taxi to reach the destination, payment to be borne by the contractor.
04	Recurrent malfunctioning / dissatisfactory vehicle condition	The vehicle will be returned. A taxi will be hired, payment of which will be borne by the contractor along with a daily fine of Rs. 1,000/-, till such time a proper vehicle is provided.

iii. Additional penalty can also be imposed if the contractor violates any of the terms and conditions of the contract.

## G. FORCE MAJEURE

i. "Force Majeure" shall mean any event beyond the reasonable control of the Institute or the Bidder/ Agency, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

ii. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.

iii. No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall

- a. Constitute a default or breach of the Contract
  - b. Give rise to any claim for damages or additional cost or expense occasioned thereby
  - c. If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- iv. Notwithstanding clause (iii) above, Force Majeure shall not apply to any obligation of the Institute to make payments to the Agency herein.

## **H. JURISDICTION**

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Faridabad and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

## **I. FALL CLAUSE**

If at any time during the contract period, it is noticed or brought to the knowledge of the Institute that the contractor/bidder has reduced/proposed to reduce the rates for such outsourcing of Transport Services as are covered under this tender enquiry, to any organization (including any department of Govt. of NCT Delhi) at rate lower than the rates quoted under this contract, he shall forthwith reduce the rates payable under this tender for such services after the coming into force of such reduction, the rate of services shall stand correspondingly reduced. The Institute shall make payments based on such reduced rates only.

## **J. ARBITRATION**

Any dispute or controversy arising out of or in connection with the Agreement including any question regarding its existence, validity or termination which cannot be settled amicably by and between the Parties, may be referred by the Parties to be settled by arbitration in accordance with Arbitration & Conciliation Act, 1996 and its rules which are deemed to be incorporated by reference to this clause, for the time being in force. The arbitral tribunal shall consist of a sole arbitrator appointed unanimously by the Parties in accordance with the said



rules or where unanimous decision cannot made, each party shall appoint one arbitrator and the appointed arbitrators shall appoint a sole arbitrator on mutual consent. The Parties agree that any arbitration proceedings shall be instituted and heard in Delhi. The language of the arbitration shall be English. The cost of arbitration shall be borne equally between the Parties and the prevailing Party shall be entitled to recover the same from the other.

**(M.V. Santo)**  
**Head-Administration**

**TECHNICAL INFORMATION AND UNDERTAKING**

01	Name of the Agency	
02	Address of the Agency and Contact person/(s)	
03	Nature of the firm / Agency (whether Sole proprietor / Partnership / Company) (Attach copy of certificate of registration)	Nature of registration: _____ Regn certificate is enclosed at Pg. No. _____
04	Whether assessed to Income tax (Furnish copy of IT return of last 3 financial years)	
05	Telephone / Mobile number	
06	E-mail address	
07	Summary of the fleet of vehicles with date of registration (Attach details alongwith RC copy of minimum 3 vehicles)	Summary of vehicle is enclosed at Pg no. _____ Minimum 3 vehicle regn certificates are enclosed at pg no. _____, _____ & _____
08	Annual turnover of the last 3 financial years of Rs. 5 lacs till 31.3.2017 (Attach details)	Proof of
09	Pan No. (Attach copy)	PAN no. _____ (enclosed at pg no. _____)
10	GST No. (Attach details)	GSTN no. _____ (enclosed at pg no. _____)
11	Experience of atleast 3 (three) years in providing vehicles of similar type in any organisation of repute and in atleast two State / Central Govt. / PSU or other organisations. (as per Annexure-III)	Proof of experience is enclosed from Page _____ to _____.
12	EMD and Tender fees details (Amount, DD No. and date)	DD No. _____ dt. _____ Bank: _____
13	Black List undertaking as per undertaking at Annexure-IV.	Yes / No (Enclosed at page no. _____)
14	Non-participation of near relatives in the tender undertaking as per Annexure-V	Yes / No (Enclosed at page no. _____)

Signature of Bidder with Stamp: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**FINANCIAL BID**

1	Name of the Agency	
2	Address of the Agency	
3	Contact person/(s)	
4	Telephone number / Mobile number	

**PROFORMA FOR RATE ON MONTHLY BASIS (CNG VARIANT)**

S. No	Description	<b><u>Rate per month for one Swift DZire (AC) (Rs.) (Excluding taxes and cost of driver)</u></b>
1	Charges for 2500 Kms. & 350 hours per month	
2	Charges for every additional km. beyond 2500 kms.	
3	Charges for every additional Hour beyond 350 hours in a month	

Signature of Bidder with Stamp \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

**NOTE:**

- For deciding L1, rate quoted at s. no. 1 will carry weightage of 90%; s. no. 2 & 3 will have weightage of 5% each (The lowest will be awarded the maximum marks allocated, the marks of remaining bidders will be awarded marks proportionately. Example as shown below:

<b>Bidders -&gt;</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Rate quoted at sr. no.1	Rs. 32000	Rs. 33000	Rs. 34000	Rs. 35000
Marks awarded for sr. no. 1	90	$(90/33000 \times 32000)$ 87.27	$(90/34000 \times 32000)$ 84.70	$(90/35000 \times 32000)$ 82.28
Rate quoted at sr. no.2	50	15	Rs. 12	Rs. 10
Marks awarded for sr. no. 2	$(5/50 \times 10)$ 01.00	$(5/15 \times 10)$ 3.30	$(5/12 \times 10)$ 4.16	05.00
Rate quoted at sr. no.3	200	100	50	40
Marks awarded for sr. no. 3	$5/200 \times 40$ 01.00	$5/100 \times 40$ 2.00	$5/50 \times 40$ 4.00	05.00
<b>Total marks</b>	<b>92.00</b>	<b>92.22</b>	<b>92.86</b>	<b>92.28</b>
<b>Who is lowest bidder</b>	<b>L4</b>	<b>L3</b>	<b><u>L1</u></b>	<b>L2</b>

In the above example, C is the L1.

**WORK EXPERIENCE AS TRANSPORT SERVICE PROVIDER OF SIMILAR TYPE**

(During last five years ending last day of month previous to the one in which applications are invited)

<b>Sl. No.</b>	<b>Name of work / project and location</b>	<b>Owner or sponsoring organization</b>	<b>Cost of work in Lakhs</b>	<b>Date of commencement as per contract</b>	<b>Stipulated date of completion</b>	<b>Actual date of completion</b>	<b>Name and address/ telephone number of officer to whom reference may be made</b>	<b>Remarks</b>

NOTE: Please attach supporting documents (completion certificates along with order copies) for the above information

**Signature and seal of the Authorized Signatory of the bidder**

**LITIGATION DETAILS (COURT CASES/ARBITRATION)**

Year	Name of the work	Name of the Client, with Address	Title of the court Case /Arbitration	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases /Arbitration	Actual Awarded Amount (Rs) in decided Court Cases/ Arbitration

**Signature and seal of Authorized Signatory of the bidder**

**UNDERTAKING FOR NON-PARTICIPATION OF NEAR RELATIVES IN THE TENDER**

I ....., S/O.....,  
Resident of..... hereby certify  
that none of my relative(s) as defined in the Bid document is/ are employed in THSTI as per details  
given in the bid document. In case at any stage, it is found that the information given by me is  
false/incorrect, THSTI shall have the absolute right to take any action as deemed fit/ without any prior  
intimation to me.

**Signature and seal of Authorized Signatory of the bidder**

**FORMAT FOR PERFORMANCE BANK GUARANTEE / BANK GUARANTEE**

BG No.:.....

Date.....

<b>From :</b> <b>The Name of the Bank</b>	<b>To,</b> <b>Translational Health Science &amp;Technology Institute,</b> <b>Faridabad</b>
--	--

In consideration of the Translational Health Science and Technology Institute, Faridabad (hereinafter called "The INSTITUTE") having offered to accept the terms and conditions of the proposed agreement between The Institute.....and..... (hereinafter called "the Contractor(s)" for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank guarantee for Rs..... (Rupees.....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We ..... (hereinafter referred to as the "Bank") hereby undertake to (Indicate the name of the Bank) Pay to the Institute an amount not exceeding Rs..... (Rupees..... only) on demand.
2. We...(indicate the name of the Bank) ..... Do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Institute stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We, The said Bank, further undertake to pay to the Institute any money so demanded notwithstanding any disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
4. We (indicate the name of the Bank) ..... further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, as per the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
5. We.....(Name of the bank)..... further agree with the Institute that the Institute shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said

contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We .....(Name of the bank)..... lastly under take not to revoke the Guarantee except with the previous consent of the Institute in writing. This bank Guarantee on the Bank or its successors or permitted assigns.
8. We.....(Indicate the name of the Bank)..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Institute extended on demand by the Institute. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees.....only), and unless a claim/demand is made on the bank in writing on or before .....all your rights under the Guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder.

**Authorized signatories of the Bank with name and Seal**

Name of the Officer:

Designation:

Code if any:

Date:

Place: