



NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE (NABI)
(Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)
C-127, Industrial Area, Phase VIII, S.A.S. Nagar, Mohali-160 071.(Pb)
Website: www.nabi.res.in Tel: 0172-2290300; Telefax: 0172-4604888

(NIT No.NABI/6(4)/2010-Gen)

HIRING OF THREE (03) INDIGO-CS (WHITE-AC) CARS FOR LOCAL/OUTSTATION TRAVEL

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NOTE: CONTRACTORS, WHO HAVE DOWNLOADED THE TENDER DOCUMENTS FROM THE WEBSITE, ARE REQUIRED TO ATTACH DEMAND DRAFT/PAY ORDER FOR Rs.500/- (RUPEES FIVE HUNDRED ONLY-NON-REFUNDABLE) FAVOURING NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, MOHALI, BEING THE COST OF TENDER DOCUMENTS, FAILING WHICH THE TENDER WILL NOT BE CONSIDERED.

Details of Demand Draft/Pay order

1. Demand Draft/Pay Order for Rs.500/- (Rupees Five Hundred only-Non Refundable) drawn on

enclosed herewith being the cost of tender documents.

2. Demand Draft/Pay Order No._____dated_____from the bank_____for_____(Rupees_____) drawn in favour of National Agri Food Biotechnology Institute, Mohali and Payable at Mohali is enclosed herewith towards **Earnest Money Deposit (EMD).**

Signature of the Contractor_____

Address_____

Date:_____

Stamp_____

TENDER FORMS ISSUED TO:

Signature of Officer Issuing Tender_____



NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE (NABI)
(Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)
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NOTICE INVITING TENDER

HIRING OF THREE (03) INDIGO-CS (WHITE-AC) CARS FOR LOCAL/OUTSTATION TRAVEL

Sealed Tenders in **two parts [(i) Part-A : Techno-commercial Bid & (ii) Part-B: Financial Bid]** are invited on behalf of the Executive Director, National Agri-Food Biotechnology Institute, Mohali **“For Hiring of Three (03) Indigo-CS (White-AC) Cars for Local/Outstation Travel”** for a period of one year. The bids are invited from the prospective Contractors/Agencies operating their such businesses in the Tricity and holding a valid certificate issued by the Competent Authority of a Central / State Govt. / PSU / Pvt. Organization towards satisfactory performance of similar contract for hiring vehicles for atleast one year on the date of publication of NIT and having vehicles either owned or leased.

The tender documents may be purchased directly from the office of NABI, Mohali, by paying **Rs.500/- as cost of tender documents (Non-Refundable)** OR downloaded directly from the Institute's website www.nabi.res.in in which case the tender fee in the form of a DD of Rs.500/- {Rupees Five Hundred only (Non-Refundable)} drawn in favour of National Agri-Food Biotechnology Institute, Mohali and payable at Mohali, shall be payable for each tender as cost of tender documents. Both the bids i.e., the Technical & Price bid, must be submitted **on or before June 09, 2014 (Monday) till 03:00 PM along with the appropriate EMD** as detailed below.

Only the **Technical Bid** will be opened on the above date and time in the presence of such bidders or their authorized representatives who may wish to be present. The time schedule of tendering is specified below:

1.	Issue of Tender documents	22.05.2014
2.	Last date and time for submission of sealed Tender	09.06.2014 (upto 03:00 PM)
3.	Date & time of opening of Technical Bids	09.06.2014 (at 03:30 PM)
4.	Date and time of opening of Financial Bids	To be intimated to the shortlisted tenderers who are assessed as technically qualified by the Committee
5.	Earnest Money Deposit (EMD)	Rs.30,000/- (Rupees Thirty Thousand Only)
NOTE: Offers received by FAX/email will be summarily rejected.		

The Executive Director, NABI reserves the right to accept/reject any offer in part or full without assigning any reason.

(Administrative Officer)

(Signature of Bidder with date & seal)

SECTION-I

INSTRUCTIONS TO BIDDERS

1. SERVICES TO BE PROVIDED

Services to be provided: are given in **Section-IV**.

2. Eligible Bidders

(a) The bidder holding a valid certificate issued by the competent authority of a Central / State Govt.PSU / Pvt. Organization for satisfactory performance of the contract for hiring out vehicles for atleast one year.

(b) The bidder should own or have on lease the required vehicles, not older than model **year 2012**.

3. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the bid. NABI shall in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

4. Bid Document

4.1 Bid document includes:

- a) Notice Inviting Tender.
- b) Instructions to bidders.
- c) General condition (Commercial) of the contract.
- d) Special conditions of contract, if any.
- e) Financial bid.
- f) Services to be provided.
- g) Bid form and price schedule.
- h) Non Relationship Certificate.
- i) Performance Security Bond Form.
- j) Letter of authorization to attend bid opening.
- k) Earnest Money Deposit
- l) Demand Draft regarding cost of tender document, if downloaded from website.

4.2 The bidder is requested to examine all instructions, forms, terms and specifications in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

4.3 A prospective bidder requiring any clarification on the Bid document shall notify NABI in writing. NABI shall respond in writing to any request for the clarification of bid document which it receives not later than **05 working days** prior to the date of opening of Tender.

5. Documents required to be submitted for establishing Bidders Eligibility and Qualifications

- (I) Partnership Deed or proprietorship deed or articles/Memorandum of Association as the case may be.
- (II) Service Tax Registration Number issued by Competent Authority.
- (III) E.M.D. as shown in NIT.
- (IV) Experience certificate from any of the Central/State Govt.PSU/ Pvt. Organization as specified in N.I.T.
- (V) PAN Number (Permanent Account Number).
- (VI) Tender document duly signed and stamped on each page.

(Signature of Bidder with date & seal)

6. Amendment to bid document

- i) At any time, prior to the date of submission of bid, NABI, Mohali may, for any reason either of its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- ii) The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

7. Documents comprising the bid

The bid prepared by the bidder shall comprise the following components:

- a. Documentary evidence established in accordance with clause (2) that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b. Bid security furnished in accordance with N.I.T.
- c. A clause by clause compliance as per clause (9).
- d. Financial Bid Form and Financial Bid completed in accordance with clause 8 & Section-V and Section-VI.

8. Bid Forms

The bidders shall complete the **Financial Bid Form as per Section-V along with appropriate Financial Bid as per requirement furnished in Section-VI** of the bid document and **Techno-commercial Bid Form as per Section-VIII**.

9. Clause by clause compliance

A clause - by - clause compliance of services to be provided (**SECTION-IV**) and special condition of contract (**Section-III**) shall be given. In case of deviation, a statement of deviation shall be given / attached.

10. Bid Security

10.1 Pursuant to Clause-7 above, the bidder must deposit **Rs.30,000/- (Rupees Thirty Thousand Only) in the form of Earnest Money Deposit (EMD)** and as Bid Security. The Bid Security shall be in the form of **Demand Draft only drawn in favour of National Agri-Food Biotechnology, Mohali and payable at Mohali**. The said Demand Draft of Earnest Money must be attached with the **Techno-Commercial Bid** documents.

10.2 The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with **Clause-15** and furnishing of the performance security.

10.3 The Bid Security may be forfeited if:

- a) the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- b) the successful bidder fails -
 - i) to sign contract in accordance with **Clause-17**.
 - ii) to furnish performance security in accordance with **Clause-2 of Section-II**.
- c) A bid not secured in accordance with **para 10.1** shall be rejected by the NABI as **non-responsive** at the bid opening stage and returned to the bidder unopened.

10.4 The bid security of unsuccessful bidder(s) will be **discharged/returned** as early as possible after declaring **non responsive** by the **Tender Evaluation Committee (TEC)** but in no case later than 10 working days from the date of award letter to the successful bidder.

11. Format and signing of bid: The bidder shall prepare one complete set of **Techno-Commercial Bid** and **Financial Bid** placed in separate covers clearly marking them as **Techno-Commercial Bid & Financial Bid** addressed to "The Executive Director, National Agri-Food Biotechnology Institute, Mohali".

(Signature of Bidder with date & seal)

11.1 The bid shall be typed or printed and all pages numbered consecutively and shall be signed and stamped by the bidder or a person duly authorized in this regard.

11.2 The overwriting/erasures in the bid made by the bidder shall be signed by the person signing the bid.

11.3 The letter of authorization in the name of person(s) so authorised shall accompany the bid. **All pages of the bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed by wax/cello-tape.**

12. Submission of bid

The tender should be submitted in a sealed envelope with the words “**Tender for hiring of Indigo-CS (White-AC) Car for local/outstation travel**” and name and address of bidders on the envelope. **The main envelope should contain two separate sealed envelopes containing the Techno-Commercial Bid and Financial Bid separately.**

i) The sealed tender superscribed “**Tender for hiring of Indigo-CS (White-AC) Car for local/outstation travel**” should be deposited at National Agri-Food Biotechnology, Mohali, upto **the time as specified in the N.I.T.** NABI, Mohali will not be responsible for delay in transition and/or if the bids are delivered elsewhere.

ii) **Any bid received after the dead line for submission of bids shall be rejected** and returned to the bidder.

13. Bid Opening

NABI, Mohali shall open the **Techno-Commercial Bid** cover containing documents detailed as per **clause (12)** above in the presence of bidders or their authorized representative(s) who wish to be present at the time of opening of bids on due date. **Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in Section-XI).** After scrutiny of the **Techno-commercial Bid** for its satisfactory specification, the NABI, MOHALI will shortlist those who are eligible and the date of opening of **Financial Bid** will be intimated later on. The Financial Bid will be opened only in those cases who fulfill the eligibility conditions and furnish all documents as given in **Techno-Commercial Bid**.

14. Evaluation

14.1 NABI, MOHALI shall evaluate the bids to determine whether they are complete; whether any computational errors have been made; whether documents have been properly signed and whether bids are generally in order.

14.2 If there is a discrepancy between words and figures, **then the amount in words shall prevail**. Prior to detailed evaluation NABI, MOHALI will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by NABI, MOHALI

14.3 NABI, MOHALI shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered excluding all taxes i.e. Parking Charges, Toll tax, etc. as per actual as indicated in the Evaluation of Financial Bid in **Section-VII (read with Section-VI)** of the bid document.

(Signature of Bidder with date & seal)

14.4 Bid for hiring of **Three Indigo-CS (White-AC) cars for local/outstation travels** shall be evaluated as per the criteria mentioned in **Section-VII (Evaluation of Financial Bid)** and will be awarded to the **L-1 eligible bidder arrived at** after calculating the total estimated cost as per evaluation criteria.

15. Award of Contract

NABI, MOHALI shall consider a letter of intent only to bidder whose offers have been found technically, commercially and financially acceptable. The bidder shall within **05 days** of issue of "Letter of Intent", give his acceptance along with **Performance Security** as per the **Section-X** and in conformity with **Section-VIII** of the bid document.

16. Right to vary quantities

NABI, MOHALI reserves the right at the time of award of contract to increase or decrease the required quantity of the services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms and conditions.

17. Signing of Contract

17.1 The Bidder shall be liable to sign the agreement **as per section-XIII** within 15 days of the receipt of Work Award Letter or Letter of Intent.

17.2 Signing of Agreement shall constitute the award of hiring contract on the bidder.

17.3 Upon the successful bidder furnishing the Performance Security the **NABI, MOHALI** shall discharge its bid security i.e. EMD in pursuant to **clause 10**.

18. Annulment of Award

Failure of the successful bidder to comply with the requirement of **clause 17** shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event **NABI, MOHALI** may make the award to any other bidder at the discretion of **NABI, MOHALI** or call for new bids.

19. Period of validity of bids

(i) The bid shall remain **valid for 90 days** after the date of opening of bids. A bid valid for a shorter period shall be rejected by **NABI, MOHALI** as **non-responsive**.

(ii) A bidder accepting the request of **NABI, MOHALI** for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

(Signature of Bidder with date & seal)

SECTION-II GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in **NIT** unless otherwise agreed by **NABI, MOHALI**.

2. PERFORMANCE SECURITY

2.1 The successful bidder shall be required to deposit an amount equal to **10%** of the Tendered value within **15 days** of conveying by NABI, MOHALI intention for accepting the bid as Performance Security.

2.2 Performance Security shall be submitted in the form of Bank Guarantee valid for a period of **two years from the date of Award of Work** issued by Nationalized / Scheduled Bank as per the Performa provided in **Section-X** of the bid document.

2.3 Performance Security will be discharged after completion of contractor's performance obligations under the contract.

2.4 If the contractor fails or neglects any of his obligations under the contract, it shall be lawful for NABI, MOHALI to forfeit either whole or any part of performance security, as decided by NABI's Competent Authority, furnished by the bidder as compensation for any loss resulting from such failure.

3. EXECUTION TIME LIMIT

3.1 The time period as stipulated in the contract or Letter of Intent / Award Letter shall be deemed to be essence of the contract.

4. PRICES

- (i) Rates charged by the contractor for the services given under the contract shall not be higher than the rates quoted by the contractor in his bid.
- (ii) The taxes and statutory levies shall be taken as per actual on production of original receipt.
- (iii) The price quoted by the bidder shall remain fixed during entire period of contract & shall not be changed subject to variation on any account except a rise in fuel prices. In such a case every 15% rise in fuel prices shall cause the bid price quoted to be increased by 5% and vice-versa in case of decrease in fuel prices. Any increase less than 15% in fuel prices shall not cause revision of the price bid and the price shall remain constant for the period of contract. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

5. PAYMENT TERMS

5.1 Monthly bills shall be submitted by the 10th of succeeding month in duplicate to the NABI, Mohali specified in contract along with the entries made into the Register being maintained by NABI's Officials.

5.2 Certificate that no vehicle is being supplied having registration in the name of employee of NABI or close relative shall be given on body of the bill while submitting claim.

5.3 Payment of all taxes/ insurance or such other charges as required to be paid under the laws **except** Toll Tax, Parking Charges, etc., shall be the sole liability of the contractor. Parking charge, Toll Tax, etc. shall be paid by NABI, Mohali, on production of original receipt to NABI, Mohali.

5.4 Payment shall be released after deduction of taxes etc., if any, as per Central/State Govt. rules.

(Signature of Bidder with date & seal)

6. RCs, Insurance, etc. of vehicle to be provided may be submitted, in original, for verification as and when required by NABI, Mohali.

7. TERMINATION OF CONTRACT

7.1 NABI, MOHALI may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts, IF -

- (a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by NABI, MOHALI
- (b) If the contractor fails to perform any other obligation(s) under the General & Special Conditions of the contract.

7.2 **NABI, MOHALI** may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances mentioned at clause (7.1).

8. TERMINATION FOR INSOLVENCY

NABI, MOHALI may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

9. FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of **NABI, MOHALI** as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

10. ARBITRATION

10.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of **ED, NABI, MOHALI**, or any other person appointed by him. The adjudication of such Arbitrator shall be governed by the provisions of the **Arbitrator and Conciliation Act 1996**, or any statutory modification or re-enactment three of or any rules made thereof.

10.2 The venue of Arbitration proceeding shall be Office of **NABI** at **Mohali** or such other place as the arbitrator may decide.

9. SET OFF

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by **NABI, MOHALI** and set off the same against any claim of **NABI, MOHALI** for payment of a sum of money arising out of this contract or under any other contract made by contractor with **NABI, MOHALI**

(Signature of Bidder with date & seal)

SECTION-III SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in Section-I and General (Commercial) Conditions of the Contract as contained in Section-II and wherever there is a conflict, the provisions herein shall prevail over those in Section-I and Section-II.

2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

3. **NABI, MOHALI** reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

4. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.

5. The engagement and employment of drivers and payment of wages to them as per existing provisions of various Labour Laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.

6. No sub-contracting is permissible by NABI, MOHALI. The near relatives of all NABI employees either directly recruited or on deputation are prohibited from participating in this tender. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family,

(b) Husband or wife,

(c) 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) & brother's wife, sister(s) & sister's husband (brother-in-law).

7. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in NABI, MOHALI as defined above. In case of proprietorship firm, the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The NABI, MOHALI will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

8. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The NABI, MOHALI shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under **Section-29 of IPC** and any loss caused to **NABI, MOHALI** have to be suitably compensated by contractor.

(Signature of Bidder with date & seal)

9. The contractor shall when called upon to do so, place at the disposal of NABI, MOHALI, such taxi & car as may be required to supply for the purpose of execution of the contract at the same rate terms and conditions.

10. In no case a vehicle that is not registered, shall be supplied to NABI, MOHALI and taxes, insurances, Road tax etc. due on such vehicles shall be liability of the contractor.

11. The contractor shall send the vehicle for periodical servicing at his own cost and NABI, MOHALI will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance, etc. will be to the contractor's liability.

12. NABI, MOHALI reserves right to counter offer price against the one quoted by the bidder.

13. Regular checking of meter by the designated transport authority may be got done by the contractor, and requisite certificate may be shown to NABI, MOHALI as and when demanded.

14. The contractor should ensure that at the end of duty entries in the register / log book are completed and signed by the users. The Register / Log Book should be maintained as per Format given in **Section-XII**.

15. The contractor shall provide Uniform and Identity Cards to the Driver, which shall be worn by them all the time while on duty. **(NOTE: The colour of the Uniform to be decided in consultation with NABI, Mohali).**

16. Driver of Car should be well behaved & have mobile phone & his mobile number must be intimated to NABI.

17. If any day the contractor of the vehicles supplies the vehicle other than Indigo (CS) as per the Award, a penalty of Rs.500/- per day per default will be charged and the amount will be deducted in the same month billing of the contractor.

(Signature of Bidder with date & seal)

SECTION-IV SERVICES TO BE PROVIDED

1. **SERVICE**: Provision for hiring **Indigo-CS (White-AC) Cars with diesel and Chauffer (Driver)** for running locally/outstation and other places **as required by NABI, Mohali**. In case, the bidder wants to bid for 03 Cars, then it may be ensured that the bidder has the ownership of all three or submit a letter from the registered owner that he is authorised to bid on his behalf. In such cases, the bidder shall not be allowed to retract from providing the cars at a later date.

2. **PERIOD OF CONTRACT**: Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However Contract may be extended on the same rates, terms & conditions at one time or in spells of lesser time/periods upto a cumulative maximum period of **two years** or till an alternate arrangement is made whichever is earlier.

3. **MONTHLY RUNNING OF VEHICLES**:- Monthly running of the each car would be 2000 kms approximately (for both local and outstation travel). This is only indicative and the vehicle would be required to run more or less than this figure as per requirement without any limit. The speedometer of the vehicle will be jointly signed by the owner or his authorised representative and the person-in-charge, NABI. No vehicle without working speedometer shall be acceptable. In specific cases of speedometer breakdown, the permission for running the vehicle shall be obtained from person-in-charge. (**NOTE**: 2000 kilometres per month will be inclusive of vehicles taken for outstation travel as well. So, **tenderers are requested to provide their night charges, etc. for taking the vehicle outstation** accordingly.)

4. **DUTY HRS**: Normal duty hours are, as under:

1st & 2nd Car	: 09:00 am onwards
3rd Car	: 10.00 am onwards

5. **REPORTING PLACE**: Tenderer shall provide Car to report at NABI **15 minutes** in advance. In case of delay in reporting for more than **15 minutes** or a part thereof a penalty of Rs.100/- will be charged beyond the stipulated reporting time.

6. **COUNTING** of actual distance/meter reading will start and end at NABI and no dead mileage shall be payable.

7. **ACCURACY OF THE METER READING** should tally with the actual distance covered and with the meter reading at any particular instant and authorized officer shall have full power to check the meter for its correctness and to take action accordingly.

8. **PENALTIES**: I) In case of a route break down, the Car be replaced by other suitable vehicle immediately. In case the alternate vehicle is not provided, NABI will be free to engage another vehicle to complete the remaining journey at the cost of contractor. In addition a penalty of Rs.500/- will be imposed on each such occasion.

II) If the number of break down exceeds **three** in a Month, the penalty of Rs.1,000/- per break down per Car will be charged from the **fourth** break down.

III) In case of non-availability/non-providing the vehicle on any day, alternate vehicle shall be hired by NABI at the cost of contractor. In addition, a penalty of Rs.1,000/- per Taxi per such occasion shall also be imposed.

9. SPECIAL REQUIREMENTS: i) In addition to local travel, the Car may also be required to go to cities (viz. Delhi, Haryana, UP, HP, Rajasthan and J&K etc.) and as such intending bidder must have all valid permits for such outstation journeys. No payment shall be made by NABI for procuring such permits.

ii) **Telephone and Mobile numbers** must be specified by the bidder in the bid.

iii) **Bidder** should NOT supply a Car having registration in the Name of employee of NABI, MOHALI staff or his/her close relative and Certificate to this effect be given on the body of bill while submitting claim.

iv) **Quoted** price should be **exclusive of all taxes** i.e., Parking Charges, Toll Tax, etc., which will be paid additionally as per actuals but only on production of original receipt.

v) The vehicles shall be called normally on working days. However, they may be called on holidays, as per the requirement.

vi) Journey to outstation: Total Kms for journey to outstation travel will be utilised out of contracted KMs during a particular month.

vii) Shortage in utilization of contracted Kms, if any during a particular month will be adjusted over a period of subsequent two months but shall not be carried forward beyond that.

viii) Intending bidder should arrange to issue of **proper uniform and identity card** to his driver after verifying the antecedents of his drivers through local authorities and shall be responsible for the behaviour of his drivers.

ix) No increase in fuel cost shall cause the bid/contracted price to increase unless such a rise is 15% or more in fuel prices in which case there shall be a 5% increase in the contracted price and vice-versa.

x) In case of not complying or agreeing/fulfilling to any condition as suggested/directed by NABI's Competent Authority / Vehicle in-charge, a penalty of Rs.500/- per default shall be imposed in the following month's bill.

(Signature of Bidder with date & seal)

SECTION-V
FINANCIAL BID FORM

Tender No: _____

Dated: _____

To

The Executive Director,
NABI, Mohali.

Subject: Sealed tender of “For Hiring of Three Indigo-CS (White-AC) Cars for local/outstation travel”.

Dear Sir

1. Having the conditions of contract and services to be provided under the tender contract vide NIT No.NABI/6(4)/2010-Gen, the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide INDIGO-CS (WHITE-AC) CAR in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Nationalised / Scheduled Bank for a sum not exceeding **10% of** the total annual contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this

Signature of:

In capacity of:

Duly authorized to sign the bid for and on behalf of

Witness

Address
.....

Signature :

SECTION-VI
Financial Bid

NOTE: (1) Before offering rates the bidders are requested to go through the Tender documents. (2) **The rates should be quoted in the column provided to facilitate comparison, failing which the Bid may be cancelled without further intimation.** (3) The rates should be quoted in figures and words both, in case of any discrepancy the rates offered in the words will be treated as final.

Rate List for hiring of Taxi/Car(s) for Local/Outstation travel

Table-A. Charges for INDIGO-CS (WHITE-AC)

<u>Sr. No.</u>	Hiring Charge for 2000km (per month) For INDIGO-CS (WHITE-AC)	Extra charges per km (beyond 2000 Kms)
1st Car (from 09:00am onwards)	Rs. _____ (RUPEES _____) _____)	Rs. _____ (RUPEES _____) _____)
2nd Car (from 09:00am onwards)	Rs. _____ (RUPEES _____) _____)	Rs. _____ (RUPEES _____) _____)
3rd Car (from 10:00am onwards)	Rs. _____ (RUPEES _____) _____)	Rs. _____ (RUPEES _____) _____)

Table-B. EXTRA HOURLY CHARGES FOR LOCAL TRAVEL

<p>Extra CHARGES WILL BE LEVIED FROM after 9 hours duty in a single day</p> <p>@ Rs. _____/Hour.</p> <p>(RUPEES _____)</p>

Table-C. NIGHT CHARGES FOR OUTSTATION TRAVEL ONLY

<p>NIGHT CHARGES WILL BE LEVIED AFTER THE DUTY OF 8HRS @ Rs. _____/night</p> <p>(RUPEES _____)</p>

Note:-

- Quoted price should be exclusive of all taxes i.e. Parking Charges, Toll Tax, etc. which will be paid additionally as per actuals, but only on production of original receipt.
- Condition of the Taxi should be good & not older than **model year-2012**.
- The payment will be made from NABI Mohali to NABI Mohali. **No dead mileage** from Garage to NABI or NABI to garage shall be payable.
- For 1st & 2nd Car, the working hours generally commence at 09.00 am and for 3rd car 10:00 am onwards respectively. However, the exact working hrs will be decided by the NABI according to requirement. The Lunch/Dinner timing will be half an hour per day.
- The price comparison will be made separately for each car (viz. 1st 2nd and 3rd) and award of contract issued accordingly.
- The Extra Charges for Local Travel only shall commence after 9 hrs of regular duty.

(Signature of Bidder with date & seal)

SECTION-VII Evaluation of Financial Bid

NOTE: (1) Before offering rates the bidders are requested to go through the Tender documents. (2) **The rates should be quoted in the column against 1st 2nd and 3rd car to facilitate comparison, failing which the Bid may be cancelled without further intimation.** (3) The rates should be quoted in figures and words both, in case of any discrepancy the rates offered in the words will be treated as final.

1. The price comparison will be made separately for each car (viz. 1st 2nd and 3rd Car) and contract awarded to the L-1.
2. In case, the quoted price happens to be the same, then extra hourly charges shall determine the L-1.
3. In case, the Price & Extra hourly charges happen to be the same, then the latest Model (year, month and date) of the vehicle shall determine the L-1.
4. Further, if the Price, Extra Hourly Charges, Model (year, month and date) happens to be the same, then the years of experience of the Contractor shall determine the L-1.

(Signature of Bidder with date & seal)

SECTION-VIII
TECHNO-COMMERCIAL BID FORM

Tender No: No.NABI/6(4)/2011-Gen

Dated: _____

To

The Executive Director,
NABI, Mohali.

Subject: Sealed tender “For Hiring of Indigo-CS (White-AC) Cars for local/outstation travel”.

Sir,

With reference to Tender No.NABI/6(4)/2011-Gen inviting quotations for **“Hiring of Taxi/Car(s) for local/outstation travel”**, we have read the terms and conditions in the Bid Document and accept the same. We bid for **Three INDIGO-CS (WHITE-AC) Car** and furnish the following documents.

1. Photocopy of RC papers (registration) of INDIGO-CS CAR with models & registration numbers owned or on lease. The proof of ownership or lease holding should be produced _____ as _____ and _____ when _____ called for..... **Annexure-I**

2. PAN Number (Proof to be attached) **Annexure-II**

3. Demand Draft of Earnest Money deposit (EMD) as shown in NIT.

4. Demand Draft of Tender Document Fee as in NIT, if downloaded from website.

4. Attested copy of Partnership Deed or proprietorship deed or Article / Memorandum of Association as the case may be..... **Annexure-III**

5 Service Tax Registration Number **Annexure-IV**

6. A valid certificate issued by the competent authority of a **Central/State Govt./ PSU/ Pvt. Organization** for satisfactory performance of the contract on hiring vehicles for atleast **one year**..... **Annexure-V**

7. A certificate on relatives working in **NABI, MOHALI**, as per **Clause-7** of **Section-III** of Bid Document..... **Annexure-VI**

Yours truthfully,

Name_____

Address_____

Tel. No. : Land Line : _____

Mob. : _____

Seal of the firm_____

Date :

SECTION-IX

(Certificate on Non-Participation of near Relatives in the tender called “**For Hiring of Taxi/Car(s) for local/outstation travel**” vide NIT No. NABI/6(4)/2010-Gen as required under **Section-III, Clause-(7) of Bid-Documents**)

CERTIFICATE

I _____, S/O _____ ,
R/O _____ hereby certify that
none of my relative(s) as defined in **Section-III, clause (7)** of tender document is/
are employed in NABI, Mohali as per details given in tender document. In case at
any stage, it is found that the information given by me is false/incorrect, NABI shall
have the absolute right to take any action as deemed fit/ without any prior intimation
to me.

Signed _____

For and on behalf of the Contractor

Name (caps) _____

Position _____

Date _____

SECTION-X PERFORMANCE SECURITY BOND FORM

In consideration of **NABI, Mohali** (hereinafter called the NABI) having agreed to exempt

(hereinafter called the said contractors) from the demand of security deposit /earnest money of Rs. _____ /- on production of Bank Guarantee for Rs. _____ /- for the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for providing supply of _____ We, (name of the bank) _____ (hereinafter referred to as "the Bank") at the request of _____ Contractor's do hereby undertake to pay to the NABI, Mohali an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the NABI, Mohali by reason of any breach by the said contractor's of any of the terms & conditions contained in the said agreement.

2. We (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 NABI, Mohali stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the NABI reason of breach by the said contractor's of any of the terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the NABI, Mohali in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ /- .

3. We undertake to pay to the NABI, Mohali any money so demanded notwithstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4 We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of **two years** from date herein, so that it shall continue to be enforceable till all the dues of the NABI, Mohali under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till NABI, Mohali certifies that the terms & 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 NABI, Mohali that the NABI shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & 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 to time any of the powers exercisable by the NABI against the said contractor(s) and to forbear or enforce any of the terms & 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 contractor(s) or for any forbearance, and or any omission on the part of the NABI, Mohali or any indulgence by the NABI 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) / supplier(s)

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by NABI, Mohali.

Dated : _____

For _____

(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act.

(Signature of Bidder with date & seal)

SECTION-XI
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on May 29, 2014 before bid opening)

To

The Executive Director,
National Agri-Food Biotechnology Institute (NABI)
MOHALI.

Subject – Authorisation for attending bid opening on (date) in the Tender of “For Hiring of Indigo-CS (White-AC) Cars for local/outstation travel”.

Dear Sir,

The following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder).

Name	Specimen Signature
I.	
II.	

Yours faithfully,

Signature of bidder
or
Officer authorized to sign the bid
Documents on behalf of the bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative is not able to attend.
2. Permission for entry to the Board Room where bids are opened may be refused in case authorization as prescribed above is not received.

(Signature of Bidder with date & seal)

SECTION-XII
VEHICLE LOG BOOK

Motor Vehicle No.

Name of the Driver.....

Date	Time		Name of person & Designation	Purpose of Journey	Details of Journey		Kilometre reading at		Distance Travelled (in Kms)	Signature of the User	Signature of officer / representative
	Start	End			From	To	Commencement	Completion			

SECTION-XIII
DRAFT AGREEMENT
(On non-judicial stamp paper of Rs.100/-)

Tender No. _____ Dated: _____

Articles of agreement made and entered in to this day between the **National Agri-Food Biotechnology Institute (NABI), Mohali** hereinafter referred to as 'NABI' and **M/s.....** herein after referred to as the 'Contractor'.

Whereas the contractor have contracted with the NABI in respect of **Tender for Hiring of Three Indigo-CS (White-AC) Car(s) for local/outstation travel** Vide NIT No.NABI/6(4)/2010-Gen for a period of **one year** w.e.f **to**

And whereas the said contractor have prior to the execution of these presents offered a **Bank Guarantee No. dated** as performance guarantee vide which the said has undertaken to pay to the NABI, Mohali an amount not exceeding Rs...../- (**Rupees..... only**) against any loss or damage caused to or suffered by the National Agri-Food Biotechnology Institute by reason of any breach of contract by the said contractor of any terms and conditions contained in this agreement.

Now these presents witness that in pursuance of the said contract it is hereby agreed and declared by and between the said parties to these presents in the following manner:

That if the said contractor shall and will well and truly execute/perform the works contracted to be performed by them and observe, perform and fulfil the contract entered in, to the satisfaction of the said NABI and also if the said contractor or their representative shall and will pay or cause to be paid to the said NABI, his successors and assignees or to the said NABI for the time being all losses, damages, costs and expenses which he or they have sustained/incurred or be put in consequence of the default or failure by the said contractor for the due performance of the contract or in the execution and completion of the said work or any part thereof, then the above mentioned bank guarantee shall be returned to the said contractor.

Provided that, it is hereby further declared with true intent and meaning of the parties hereto that if default shall be made by the said contractor in the performance of the said contract to the satisfaction of the said NABI or in making good any losses damages or expenses herein before mentioned or any part thereof, then it shall be and will be lawful for the said NABI **to claim Rs...../- (Rupees only)** in and towards the liquidation of the liability of the said contractor in respect of such default as aforesaid.

And it is hereby declared and agreed that the retention of the **Security Deposit** shall be as and by way to liquidate damages without reference to the relative importance of the particular breach which shall have given occasion for such retention or whether the said **NABI** may have sustained any ascertainable pecuniary damage thereby or not.

And it is further declared and agreed to between the said parties to these presents that until the completion of the said scheduled works contracted to be executed and performed by the said contractor to the satisfaction, (to be certified as aforesaid), of the NABI for the time being & until the final adjustment of the accounts between the said

contractor & the NABI and payment of the final balance (if any) in connection with said contract, the bank guarantee shall remain in the hands and custody of the NABI for the time being or in any **Treasury** in which they may be lodged by the said NABI.

In witness where of the said contractor and the said NABI acting in the premises as aforesaid have set their respective hands and seals the day and year first above written.

The terms & condition of the NIT & Tender No. _____ dated _____ forms the integral part of this agreement.

The following documents shall be deemed to form and be read and construed as part of this agreement/contract and binding on the parties:-:

SECTION	TITLE
I	Notice inviting tender
II	Instruction to Bidders
III	General (Commercial) conditions of the contract
IV	Special conditions of the contract
V	Services to be provided
VI	Financial Bid Form
VII	Financial Bid.
VIII	Evaluation of Financial Bid.
IX	Techno-commercial Bid Form
X	Certificate on Non-Participation of near Relatives
XI	Performance Security Bond Form
XIV	Agreement

Signed, stamped and delivered by
the contractor in the presence of

Witness_____

Signed, stamped and delivered by
the Executive Director, NABI, Mohali in the presence of

Witness_____

(Signature of the bidder with seal)