



NATIONAL AGRI FOOD BIOTECHNOLOGY INSTITUTE (NABI)
(Deptt. of Biotechnology, Ministry of Science & Technology, Govt. of India)
C-127, Industrial Area, Phase VIII, S.A.S. Nagar, Mohali-160071 (Punjab).
Website: www.nabi.res.in Tel: 0172-4990145; Telefax: 0172-4604888

NOTICE INVITING TENDER (NIT) FOR

HIRING OF THREE (03) INDIGO-CS (WHITE-AC) CARS FOR LOCAL/OUTSTATION TRAVEL
(NIT No. NABI/6(4)/2010-Gen, Dated June 7th, 2016 (Re-tendered))

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Details of Demand Draft/Pay Order

- 1) Demand Draft/Pay Order No. _____ drawn on _____ in favour of National Agri Food Biotechnology Institute and payable at Mohali for **Rs.1,000/- (Rupees One Thousand only-Non Refundable)** enclosed herewith being the **cost of tender documents.**
- 2) Demand Draft/Pay Order No. _____ dated _____ from the bank _____ for Rs.50,000/- (Rupees Fifty Thousand Only) drawn in favour of National Agri Food Biotechnology Institute and payable at Mohali is enclosed herewith towards **Earnest Money Deposit (EMD).**

(Signature of the Contractor) _____

Address _____

Stamp _____

Dated: _____

Tender Forms Issued To (In case, tender collected from office only):

(Signature of Officer Issuing Tender) _____

TENDER ELIGIBILITY CONDITIONS

SEALED TENDERS under Two Bid Systems (Part-I: Technical Bid and Part-II: Price Bid) are invited for:

- 1) Hiring of three (03) Indigo-CS (White-AC) Cars for Local/Outstation Travel for a period of one year from the prospective Contractors/Agencies/ Proprietor/Fleet Owners operating their such businesses in the Tricity and holding a valid certificate issued by the Competent Authority of a Central/State Govt./PSU towards satisfactory performance of similar contract for hiring vehicles for at least two (02) years on the date of publication of NIT and having vehicles either owned or leased.
- 2) The firm/contractor must be holding the Service Tax Registration Number issued by Competent Authority.
- 3) The firm/contractor must be holding the Permanent Account Number (PAN) issued by Competent Authority.

(Signature of Bidder with date & seal)

SECTION-I
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF CONTRACT

1) Collection of Tender Document from office:

Tender documents can be obtained from NABI Office either by post or in person, on payment of Rs.1,000/- (Rupees One Thousand only- Non-Refundable) by way of cash or by Demand Draft drawn in favour of National Agri Food Biotechnology Institute and payable at Mohali on any working day during the period from **07.06.2016 to 27.06.2016** between 10.00 a.m. and 02.00 p.m. with submission of a written request.

2) Downloading of Tender Document from Website:

Tender document, if downloaded from NABI website, website www.nabi.res.in, under 'Tender-Miscellaneous' must accompany with 'Tender Document fee of Rs.1,000/- (Rupees One Thousand only- Non-Refundable) in the form of Demand Draft drawn in favour of National Agri Food Biotechnology Institute and payable at Mohali along with the Technical Bid document.

3) Submission of Earnest Money Deposit (EMD):

The Contractor/Bidders must enclose the Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand only) by way of Demand Draft from a Nationalized/Scheduled bank drawn in favour of National Agri Food Biotechnology Institute and payable at Mohali, duly signed and stamped by the Contractor/Agency with the Technical Bid superscribing as 'Technical Bid' for three Indigo-CS (White-AC) Cars for Local/Outstation Travel.

4) Submission of Price Bid:

The 'Price Bid' mentioned at Section-IV should be submitted in the prescribed proforma in a separate sealed envelope alongwith Price Bid Form (Section-III) and Criteria for evaluation of Price Bid (Section-V) duly signed and stamped and also superscribed as the "Price Bid". The Price bid alongwith Section-III and Section-V should be sealed separately and kept separate from the envelope of the Technical Bid.

5) Submission of main envelope containing 'Technical Bid' & Price Bid:

The main envelope containing the 'Technical Bid' and 'Price Bid' shall be superscribed as 'Tender for hiring of three (03) Indigo-CS (White-AC) Cars for Local/Outstation Travel' and shall reach at Executive Director, National Agri Food Biotechnology Institute, C-127, Industrial Area, Phase-VIII, SAS Nagar, Mohali-1600071, (Punjab) **latest by 27.06.2016 up to 02.00 p.m.**

6) Schedule for Submission & Opening of Bids:

Particular	Due Date & Time
Date of issue of Tender Document	June 7 th , 2016 <u>(Re-tendered)</u>
Tender Document Fee of Rs.1,000/- (Rupees One Thousand Only)	From June 7 th to June, 27 th , 2016 up to 02:00 p.m.
Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand only)	From June 7 th to June, 27 th , 2016 up to 02:00 p.m.
Last date and time of submission of Tender Document	27 th June, 2016 up to 02:00 p.m.
Date & Time Opening of Part-I (Technical Bid Only)	27 th June, 2016 up to 03:00 p.m.
Opening of Part-II (Price Bid) (*Price Bid will be opened of technically qualified tenderer(s) only)	Separate intimation shall be sent to technically qualified tenderer(s) only for opening of Price Bid.

Note: In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India or appropriate government, 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.

7) Rejection of Tender Document:

- a) Tender document without Tender Document fee and Earnest Money Deposit (EMD) shall summarily be rejected.
- b) Tender document received after the appointed date and time as above whether sent by post or delivered in person will summarily be rejected.

8) Right to issue addendum:

NABI may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on NABI website at least three days (03 days) in advance of date fixed for opening of tender. The bidders must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders. Any tender submitted without addendum(s)/corrigendum(s) (if any) is liable to be rejected.

Executive Director, NABI reserves the right to accept or reject any or all the tenders without assigning any reason thereof and his decision shall be final and binding.

9) Model of the vehicle(s):

The bidder should have own or on lease the required vehicles, not older than the '**Model year 2015**'.

10) Cost for 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.

11) Bid Document:

11.1 Bid document includes:

- a) Notice Inviting Tender.
- b) Tender Eligibility Conditions.
- c) Instructions to Bidders and General conditions of the contract alongwith Tender Document fee, EMD and other as specified.
- d) Services to be provided.
- e) Price Bid Form, Price Bid and Evaluation of Price Bid.
- f) Technical Bid Form.
- g) Performance Security Bond Form.
- h) Draft Agreement.

11.2: 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.

11.3: 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.

12) Documents required to be submitted for establishing Bidders Eligibility and Qualifications:

- a) Tender Document Fee of Rs.1,000/-.
- b) Earnest Money Deposit (EMD) of Rs.50,000/-.
- c) Experience certificate from any of the Central/State Govt.PSU/ Pvt. Organization as specified in NIT for at least two (02) years on the date of publication of NIT.
- d) Service Tax Registration Number issued by Competent Authority.
- e) Copy of PAN (Permanent Account Number).
- f) Tender document duly signed and stamped on each page.

13) Amendment to bid document:

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.

The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

14) Clause by clause compliance:

A clause-by-clause compliance of services to be provided shall be given by the contractor and contractor must read all the terms of NIT before applying for. In case of deviation, a statement of deviation shall be given / attached.

15) Bid Security/EMD conditions:

15.1:The successful bidder's security i.e. EMD will be discharged upon the bidder's acceptance of the award of contract satisfactorily and furnishing of the performance security.

15.2: 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 to:
 - i. sign contract in accordance as per NIT clauses.
 - ii. furnish performance security in accordance with NIT clauses.

15.3: A bid not secured in accordance with NIT clauses shall be rejected by the NABI as non-responsive at the bid opening stage and returned to the bidder unopened.

15.4: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), and after the date of award letter to the successful bidder.

16) Format and signing of bid:

The bidder shall prepare one complete set of 'Technical Bid' and 'Price Bid' placed in separate covers clearly marking them as 'Technical Bid' & 'Price Bid' addressed to "The Executive Director, National Agri Food Biotechnology Institute (NABI), C-127, Industrial Area, Phase-VIII, SAS Nagar, Mohali-160071, (Punjab)".

16.1: The bids 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.

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

16.3: 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.

17) Conditions for opening of Price Bids:

- a) After scrutiny of the Technical Bid for its satisfactory specification, the NABI, Mohali will shortlist those who are eligible and the date of opening of Price Bid will be intimated later on.
- b) The Price Bid will be opened only in those cases that fulfil the eligibility conditions and furnish all documents as given in Technical Bid.

18) Bids Evaluation:

18.1: 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.

18.2: 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

18.3: 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. Service Tax, Swachh Bharat Cess, Parking Charges, Toll tax, etc. and as indicated in the Evaluation of Price Bid in Section-V (read with Section-III & IV) of the bid document.

18.4: Bid for hiring of Three Indigo-CS (White-AC) cars for local/outstation travel shall be evaluated as per the criteria mentioned in Section-V and will be awarded to the 'L-1' eligible bidder arrived at after calculating the total estimated cost as per evaluation criteria.

19) Award of Contract/Work:

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/Award Letter", give his acceptance along with Performance Security as per the Section-VIII.

20) 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.

21) Signing of Contract/Agreement:

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

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

21.3:Upon the successful bidder furnishing the Performance Security, NABI, Mohali shall discharge its bid security i.e. EMD.

21.4:The bidder or successful contractor must ensure that each and every word/term of this NIT shall comprise a part of the agreement to be signed and which is at section-VIII.

22) Annulment of Award:

Failure of the successful bidder to comply with the clauses of NIT as above shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security i.e. EMD in which event NABI, Mohali may make the award to any other bidder at the discretion of NABI, Mohali or call for new bids.

23) Period of validity of bids:

a) 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.

b) 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.

24) Submission of Bids/Application:

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

25) Performance Security conditions:

25.1: The successful bidder shall be required to deposit an amount Rs.1,20,000/- (Rupees One Lakh Twenty Thousand Only) within 15 days of conveying by NABI, Mohali intention for accepting the bid as Performance Security.

25.2: Performance Security shall be submitted in the form of Bank Guarantee valid for a period of 'One Year and Six Months' from the date of Award of Work issued by Nationalized/Scheduled Bank as per the Performa provided in Section-VII of the bid document.

25.3: Performance Security will be discharged/refunded back only after the successful completion of contractor's performance/obligations under the contract and during the period of contract.

25.4: 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.

26) Execution Time Limit:

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

27) Prices/Rates quoted:

- a) 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.
- b) The taxes and statutory levies shall be taken as per actual on production of original receipt(s).
- c) The price quoted by the bidder/contractor 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.
- d) A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

28) Payment Terms:

- 28.1:** Single bill of 6000 KMs comprising the monthly runs of all the three vehicles i.e. 2000 KMs each, 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.
- 28.2:** The contractor will have to attach the service tax submission challans alongwith the monthly bills of the last month. Parking slips of the particular moth enclosed with the bill should be superscribed as the name of concerned visiting official otherwise will not be paid/entertained by NABI.
- 28.3:** Payment of all taxes, insurance and challans, if any, required to be paid under the laws or violation of laws/Acts except Toll Tax, Parking Charges, etc., shall be bound to pay by the contractor. Parking charge, Toll Tax, etc. shall be paid by NABI, Mohali, on production of original receipt to NABI, Mohali as mentioned above.
- 28.4:** Payment shall be released after deduction of taxes like TDS etc., as per Central/State Govt. rules.

29) Submission of Vehicle's documents:

RCs, Insurance etc. of vehicles to be supplied at NABI should be submitted at NABI, in original, for verification as and when required by NABI, Mohali.

30) Termination of Contract:

- 30.1:** NABI, Mohali may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts, if:
 - a) 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) the contractor fails to perform any other obligation(s) under the General & Special Conditions of the contract.
 - c) Drivers deputed by the contractor misbehave with the NABI officials or visiting guests.
- 30.2:** 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 above.

31) 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.

32) 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.

33) Arbitration:

33.1: 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 or any rules made thereof.

33.2: The venue of Arbitration proceeding shall be office of NABI at Mohali or such other place as the arbitrator may decide.

34) 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.

35) Blacklisting a bidder:

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

36) Death or Permanent Liability:

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, NABI, Mohali has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law. It will be sole responsibility of the contractor to meet such expenses arisen out of such incidents/accidents.

37) Engagement and payment of drivers:

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. Any breach of such laws or regulations shall be deemed to be breach of this contract.

The contractor shall fulfil all statutory obligations under the various laws regarding the payment of drivers and if any violation of laws is made, the contractor will bear the full responsibility in this regard.

38) Assigning the job to drivers:

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.

39) Additional requirement of vehicle:

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 rates, terms and conditions.

40) Supply of non-registered vehicle:

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.

41) Periodical servicing of vehicle:

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.

42) Countering of offered price:

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

43) Checking of meter:

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.

44) Uniform & Identity Cards to driver:

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).

45) Conduct of drivers:

Drivers of Cars should be well behaved & have mobile phones facility & their mobile numbers must be intimated to NABI. If it is confirmed by NABI that drivers of the

vehicles have misbehaved with any of the officials of NABI, strict action will be taken in this regard. Further, any misbehaviour by the Contractor and driver(s) with NABI's official(s) will lead to termination of the contract.

46) Supplying Neat & Clean vehicles:

The contractor must have to ensure to supply neat and clean vehicle(s) every day during Local and Outstation travel. The Contractor shall ensure on each day that the all vehicles are in neat and clean form. The vehicles must be enriched with water bottles and other safety measures whenever the journey is performed by NABI officials for outstation.

47) Insurance and other govt. permits for outstation travel:

The contractor must have to ensure to hold valid Government and other related permits for the vehicle (s) being used by NABI officials for outstation travel. The Institute shall not bear any liability on its behalf for payment, if in case the penalty for registration charges or permit taken etc. are levied by the Government during the local/outstation travel.

(Signature of Bidder with date & seal)

SECTION-II
SERVICES TO BE PROVIDED AT NABI, MOHALI

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, this contract may be extended on satisfactory performance of services, same rates, terms & conditions as mutually agreed upon by both the parties.

Note: If the service contract is extended for another periods, then model of the vehicles as asked for in the above tender document shall be varied proportionately as per the discretion of the NABI Competent Authority and observing the condition of the vehicles.

3) Monthly running of vehicles:

- a) Monthly running of the each car would be 2000 KMs approximately (inclusive of local, outstation and travel on off/holiday's if called for) and thus the monthly run of all three cars will be taken as 6000 KMs while calculating the monthly run of the vehicles being supplied by Contractor at NABI. This is only indicative and the vehicle would be required to run more or less than this figure as per requirement without any limit.
- b) The speedometer of the vehicle will be jointly signed by the owner or his authorised representative and the person-in-charge, NABI.
- c) 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 at NABI:

Normal duty is of 08 hrs and initial time of vehicle at NABI Shall be as under:

- a) 1st & 2nd Car : 09:00 a.m. onwards
- b) 3rd Car : 10:00 a.m. onwards

5) Adherence to reporting time:

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.250/- per vehicle per day will be charged beyond the stipulated reporting time.

The contractor should be punctual in timings or providing taxis. For every one hour delay in reporting vehicles a sum of Rs.250/- per hour per vehicle will be deducted from the same month's bill.

6) Counting actual distance:

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:

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:

- a) In case of a route break down, the car is 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.
- b) If the number of break down exceeds three in a Month, the penalty of Rs.1,000/- per break down per vehicle will be charged from the fourth break down.
- c) 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.
- d) 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.
- e) The contractor shall inform in writing to NABI, Mohali regarding the change or replacement of any driver at least before one day in advance. If on any day it is found that drivers are changed / replaced without any prior intimation to NABI's authority or their representative(s) at NABI, a penalty of Rs.500/- per vehicle per day will be deducted from same month billing of the contractor without any written information to contractor.
- f) If on any day, driver(s) of the Contractor is/are not found in uniform, a penalty of Rs.100/- per day per driver shall be levied/imposed in monthly bill without any written information to contractor.
- g) If on any day, the contractor supplies the vehicles other than Indigo (CS) as per the work 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, if it is found unjustifiable by NABI's Competent Authority.
- h) If on any day, it is found or reported by NABI official(s)/representative(s) that the vehicles are not filled with diesel/petrol, a severe financial penalty of Rs.200/- per vehicle per day or other will be imposed on contractor for that day.
- i) The contractor must have to ensure to supply the vehicles with full of diesel/petrol each day.

9) Shortage in utilization of contracted Kms:

Shortage in utilization of contracted KMs, if any during a particular month will be adjusted over in subsequent months.

10) Outstation travel:

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 or any challans made by the concerned transport authority

in this regard. Total Kms for journey to outstation travel will be utilised out of the contracted KMs during a particular month.

11) Calling of vehicles during off days or on holidays:

The vehicles shall be called normally on working days. However, they may be called on holidays, as per the requirement of NABI and no claim for calling on such days be made by the contractor from NABI.

12) Telephone and Mobile numbers:

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

(Signature of Bidder with date & seal)

SECTION-III
PRICE BID FORM

Tender No: _____

Dated: _____

To

The Executive Director,
National Agri Food Biotechnology Institute (NABI),
C-127, Industrial Area, Phase VIII,
S.A.S. Nagar, Mohali-160071 (Punjab).

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 THREE 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 15 days 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 of Rs.1,20,000/- (Rupees One Lakh Twenty Thousand Only) for the due performance of the Contract as per Section-VII.
- 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 : _____

In capacity of: _____

Duly authorized to sign the bid for & on behalf of _____

Witness: _____

Address: _____

Signature: _____

SECTION-IV PRICE 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)

Sr. No.	Hiring Charges for 2000km (Per month) For INDIGO-CS (WHITE-AC)	Extra charges for per km (Beyond 2000 Kms)
1 st Car (from 09:00a.m. onwards)	Rs. _____ (RUPEES _____)	Rs. _____ (RUPEES _____)
1 st Car (from 09:00a.m. onwards)	Rs. _____ (RUPEES _____)	Rs. _____ (RUPEES _____)
3 rd Car (from 10:00a.m. onwards)	Rs. _____ (RUPEES _____)	Rs. _____ (RUPEES _____)

Table-B. EXTRA HOURLY CHARGES FOR LOCAL TRAVEL

<p>Extra hourly charges will be levied after 9 hours duty in a single day: @ Rs. _____ per Hour. (RUPEES _____) per Hour.</p>
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Table-C. NIGHT CHARGES FOR OUTSTATION TRAVEL ONLY

<p>Night charges will be levied after the duty of 8hrs and will only be applicable after 11:00 p.m.: @ Rs. _____ per night. (RUPEES _____) per night.</p>
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Note:-

- 1) Applicable taxes from time to time will be paid extra by the Institute. The service provider should submit the proof of deposit of same to Govt. to this Institute.
- 2) Condition of the cars to be supplied should be good & model should not be older than **Model year-2015**.
- 3) The payment for distance travelled shall be made from NABI, Mohali to NABI Mohali only. No dead mileage/payment will be paid from garage to NABI or NABI to garage.
- 4) For 1st & 2nd Car, the working hours generally commence at 09:00 a.m. and for 3rd car 10:00 a.m. 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.
- 5) The lunch hours shall be so designed that all drivers should not go for lunch at the same time.
- 6) The price comparison will be made separately for each car (viz. 1st 2nd and 3rd) and award of contract issued accordingly.
- 7) The extra charges for Local Travel only shall commence after 9 hrs of regular duty.

(Signature of Bidder with date & seal)

SECTION-V

Criteria for evaluation of Price 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.*

Other conditions:

- a) The price comparison will be made separately for each car (viz. 1st, 2nd and 3rd Car) and contract awarded to the L-1.
- b) In case, the quoted price happens to be the same, then extra hourly charges shall determine the L-1.
- c) 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.
- d) 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-VI
TECHNICAL BID FORM

Tender No: No.NABI/6(4)/2010-Gen

Dated: _____

To

The Executive Director,
National Agri Food Biotechnology Institute (NABI),
C-127, Industrial Area, Phase VIII,
S.A.S. Nagar, Mohali-160071 (Punjab).

Subject: Sealed tender "For Hiring of Indigo-CS (White-AC) Cars for Local/Outstation Travel".

Sir,

With reference to Tender No.NABI/6(4)/2010-Gen dated June 7th, 2016 inviting quotations for "Hiring of Three Taxi/Car(s) for Local/Outstation Travel", we hereby confirm that we have gone through the tender and 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) Demand Draft in respect of Tender Document Fee of Rs.1,000/-.
- 2) Demand Draft in respect of Earnest Money Deposit (EMD) of Rs.50,000/-.
- 3) Experience certificate(s) from the Central/State Govt.PSU/ Pvt. Organization as specified in NIT for at least two (02) years on the date of publication of NIT.
- 4) Service Tax Registration Number issued by Competent Authority.
- 5) Copy of PAN (Permanent Account Number).

Yours truthfully,

Name _____

Address _____

Tel. No. : Land Line: _____

Mob.: _____

Seal of the firm _____

Dated: _____

SECTION-VII

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 to 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 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 One and half year from the 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 _____

Address: _____

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

Tender No. _____ Dated: _____

- 1) 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'.
- 2) Whereas the contractor have contracted with 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 dated _____ for a period of **one year** w.e.f _____ to _____.
- 3) And whereas the said contractor have prior to the execution of these presents offered a **Bank Guarantee No.** _____ **dated** _____ valid upto _____ as performance guarantee vide which said contractor _____ has undertaken to pay to 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.
- 4) 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:
- 5) 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.
- 6) 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.
- 7) 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.

- 8) 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.
- 9) 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.
- 10) The terms & condition of the NIT & Tender No. _____ dated _____ forms the integral part of this agreement and all terms and condition mentioned in the NIT as above will also be bound on Contractor.
- 11) The following documents shall be deemed to form and be read and construed as part of this agreement/contract and binding on the parties:-:

S.No.	TITLE
1)	Notice Inviting Tender
2)	Tender Eligibility Conditions
3)	Instruction to Bidders & General Conditions of Contract (Section-I)
4)	Services to be provided at NABI, Mohali (Section-II)
5)	Price Bid Form (Section-III)
6)	Price Bid (Section-IV)
7)	Criteria for evaluation of Price Bid (Section-V)
8)	Technical Bid Form (Section-VI)
9)	Performance Security Bond Form (Section-VII)
10)	Draft Agreement (Section-VIII)

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

Witness _____ **Signature** _____

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

Witness _____ **Signature** _____

(Signature of the bidder with seal)