D-27/21/1/16/Hiring of Vehicle

Dated: 22/6/2016

Sub: Invitation to tender Enquiry for hiring of Vehicles on Contract basis.

(Note: the envelope containing the tender as well as subsequent communications should be addressed and delivered to ‘The Director, NIPER-Kolkata. All communication must be addressed to the officer named above by designation only and not by name.)

From: The Director, NIPER-Kolkata

4, Raja S.C. Mullick Road, Kol- 700032

To: ........................................

........................................

Sir(S),

The Director, NIPER-Kolkata invites sealed tender for hiring of “Vehicle on Contract basis for 2016” as per specifications and/or quantities detailed in the Schedule attached. The “Tender Documents” comprising the General Terms and Conditions of Contract (Annexure I) and the Special Terms and Condition of Contract (Annexure II) is attached herein which will govern any contract made, the Tender Application Form (Annexure III) and the Schedule of contract/specifications of items/ proforma for quoting rates (Annexure IV) are enclosed herewith. If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule, please submit your quotation to this office.

Tenderers are requested that, before quoting their rates or sending tender, the tender form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error/oversight of his own.

The form is a Standard Form of Tender. Certain clause/clauses may not be applicable in some cases. So, Tenders are requested to ignore such clause/clauses, which are not applicable in the instant case.

The “tender documents” can also be downloaded from the web site (www.niperkolka.edu.in) and in such case the same may be signed and submitted as per the procedures mentioned hereinafter.
All the deposits shall be made by Demand Draft; drawn in favour of NIPER Kolkata payable at Kolkata; Cheques/cash will not be accepted.

The Tender form containing the Terms and Conditions and the Schedules should be returned in original, intact, after filling up the tender form and signing in full, on each page, whether you are quoting for any item or not, failing which the bid is liable to be rejected. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by some such words as ‘not quoting’.

In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively in the Tenders Form.

If any modification to the schedule is considered necessary, you should mention the same or communicate the same by means of a letter showing justification.

Director, NIPER-Kolkata does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same/execute the work at the rate quoted by you.

Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately/as asked for.

THE FOLLOWING TERMS ARE MANDATORY AND DEVIATION OF THEM WILL MAKE THE TENDER LIABLE TO BE REJECTED.

<table>
<thead>
<tr>
<th>Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earnest Money Deposit by Demand Draft only</td>
</tr>
<tr>
<td>Original Tender document must be signed all pages</td>
</tr>
<tr>
<td>Valid Trade License</td>
</tr>
<tr>
<td>PAN/TAN other statutory documents</td>
</tr>
<tr>
<td>Registration Certificate of the vehicle(As Commercial Vehicle)</td>
</tr>
</tbody>
</table>

Director
NIPER Kolkata

Enclosure:
Annexure-I General Tender Terms & Condition
II (special Tender Terms & Conditions)
Annexure- Annexure-III (Tender Application Form)
Annexure-IV (Schedule of work/Proforma for quoting rates/Specification for HIRING OF VEHICLE ON CONTRACTUAL BASIS)
General Terms and Conditions for Hiring of Vehicle

| Due date & Time of submission of completed Tender form in the prescribed tender box: | 29/6/2016- at 02.00 PM |
| Date & Time of Opening of Tender | 29/6/2016- at 03.00 PM |
| Earnest Money | ₹ 15,000/- |
| Security Deposit Money | ₹ 40,000/- |

1. Preparation of Tender:

a. The Tender form containing the Terms and Conditions (General and Special) and the Schedule should be returned in original after filling up the form and duly signing in full on each page with stamp, whether you are quoting for any item or not, failing which the bid is liable to be rejected. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by writing ‘not quoting’.

b. In the event of the Space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the tender Number and be duly signed and stamped by you. In such cases, reference to the additional pages must be made in the Tender form.

c. If any modification of schedule is considered necessary, you should communicate the same by means of separate letter sent with Tenders.

d. The Tenderer shall give full assistance and information as may be required in connection with the contract to the Director NIPER Kolkata or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times.

2. Signing of Tenders:

a) The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & filled in. Particular attention may be given to the dates of delivery, places of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.

b) Individuals signing tender or other documents connected with the contract must specify:

i) Whether signing as a ‘Sole Proprietor’ of the firm or his Attorney?

ii) Whether signing as a ‘Registered active Partner’ of the firm or his attorney?

iv) Whether signing for the firm ‘Per Procreation’?
In the case of companies and firms registered under the Indian Partnership act, the capacity in which e.g. secretary, Manager, and Partner etc. or their attorney and produce copy of documents, empowering him to do so, if called upon to do so.

3. Delivery of Tender:

The Original copy of tender (Annexure –I to annexure-IV), duly completed and signed on each page, should be submitted enclosed in a double cover. The outer as well as the inner covers should be sealed and addressed to the Director, NIPER-Kolkata. At the Top of the inner and outer cover, the following words should be written in block letters. “TENDER ENQUIRY FOR HIRING OF VEHICLE”.

The right to ignore/ reject any tender, which fails to comply with the above instructions, is reserved. All outstation tenders should be sent by Registered Post/Speed Post Only one tender should be included in one cover.

4. Latest Hour for Receipt of the Tender:

Your tender must reach this office not later than the date and time notified in the Tender Notice stated in the schedule of tender. Any tender received after that shall be rejected. In the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. Offices, the date of opening of the tender(s) will be the next working day.

5. Period for which the offer will remain open:

i) All tenders remain valid for acceptance for a period of twelve months from the date of opening of the tender or for such period as stated in Special Terms & Conditions.

ii) The contract/ tender, if awarded, shall be valid initially for one year from the date of award of Contract subject to continuous satisfactory performance and on failure on this aspect by the contractor, the Competent Authority will reserve the right to terminate the contract. The period of the contract can be extended for further period at the discretion of the Competent Authority to a maximum of one year, on terms and conditions of the original tender. Quotation qualified by such vague and indefinite expressions such as ‘subject to immediate acceptance’, ‘subject to prior sale’ etc. will not be considered.

6. Opening of Tender:

The tender shall be opened on the date and time mentioned here in the document. All tenderers and/or their representatives, if any may be present at the opening of the tender at the date and time as specified in the schedule.

7. Prices:

i) The rates quoted must be in lump sum item-wise as per the annexed schedule (Annexure-IV) inclusive of all charges. Price must be clearly shown in figures and words in Indian Currency. Quoting of rates in any other format will not be acceptable.

8. Other Terms

A. Responsibility for executing Contract: The contract is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance to tender.

B. The Contractor shall not sublet transfer or assign the contract to any part thereof without the written permission of the Director, NIPER-Kolkata. In the event of the contractor contravening this condition, Director NIPER-Kolkata shall be entitled to place the contract elsewhere on the contractors account at his risk.

C. Earnest Money: The tenderer shall have to deposit ₹ 15,000/- as earnest money with their tender, failing which the tender is liable to be rejected. The earnest money is to be paid by Demand Draft drawn in favour of NIPER, Kolkata, payable at Kolkata.
In case of withdrawal/revocation of tenders before the date specified for acceptance, the earnest money shall stand forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of clause mentioned below, the earnest money will however, be returned without interest to the tenderer of whose tender is not accepted.

D. **Security Deposit:** On acceptance of the tender, within the period specified by the Director, NIPER-Kolkata, the contractor shall deposit as security, a sum of ₹ 40,000/- The Director NIPER-Kolkata shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The security shall be in the form of Demand Draft payable at Kolkata in favour of NIPER-Kolkata or my means of bank guarantee issued from any public sector commercial bank.

a.) If the contractor fails in fulfilling above mentioned terms and conditions, such failure will constitute a breach of the contract and the Director, NIPER-Kolkata shall be entitled to make other arrangements at the risk and expense of the contractor.

B) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without

any interest on presentation of an absolute ‘No Demand Certificate’ in the prescribed form and upon return in good condition of any

specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

P. **Recovery of sums due:** whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the purchaser shall be entitled to recover such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.

F. **Insolvency and breach of contract:** The Director, NIPER-Kolkata may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

i) If the contractor being at individual or if firm, any partner in the contractor’s firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of all the firm be dissolved under partnership act, or

ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

iii) If the contract commits any breach of this contract not herein specifically proved for; Provided always that such determination shall not prejudice an right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain or repurchased.

G. **Arbitration:** In the event of any dispute of difference arising out of the terms and conditions laid down in this tender, the same shall be referred to Arbitrator appointed by the Director, NIPER-Kolkata. The procedure of the Arbitration will be governed by the provisions Arbitration Act 1940 (as amended as rules framed there under.)

H. **Document:** The Tenderer should have a valid Trade license, PAN/TAN/other statutory document as applicable and produce attested copies of such certificates along with the tender papers, failing which the tender shall liable to be rejected.

I. **Statutory requirements:** In case the agency appoints manpower/labour in excess of or equal to the number as specified by law, the agency should comply with all statutory enactments including Contract Labour Regulation and Abolition Act, 1970: minimum Wages act where applicable: etc. all existing statutory liabilities relating to engagement of personal related to labour laws shall be sole responsibility of the agency. In that case the successful agency have to obtain a license from the licensing officer after collecting the requisite certificate in

J. **Form V** The NIPER-Kolkata authority. The successful agency will have to maintain various registers and records, display notices, abstracts of the rules, etc, and issue employment card to the engaged labours. The list of workers employed by the contractor shall be communicated to the authority from time to time.
K. The successful bidder/tenderer shall obtain a valid license under the Contract Labour (R & A) act, 1970 & Rules framed there under and shall continue to hold it till completion of the contract.(if applicable)

L. **Right to accept/reject:** The NIPER-Kolkata authority reserves the right to reject any or all tender without assigning any reason whatsoever. Also, the Director, NIPER-Kolkata reserves the right to award any or part or full contract to any successful agency at its discretion and this will be binding on the tendered.

M. **Experience Certificate:** The bidder must not have less than 3 (three) years experience of similar services in an organization in this trade and documentary evidence to be submitted in support thereof with the tender.

N. **Assistance to contractor:** The contractor shall not be entitled to assistance either, in the procurement of any materials required for the fulfillment of the contract or in the securing of transport facilities.

O. The tender should have a permanent place of business in Kolkata and the complete Postal Address, Telephone/Mobile/Fax/E-Mail address, etc. should be provided, while submitting the completed tender form.

P. The persons so deployed shall not have any claim for permanent absorption in the hospital and such claim if raised shall be violation of the terms and conditions of the agreement of the Director, NIPER-Kolkata shall have the right to cancel the agreement to terminate such deployment termination.

Q. The contractor will be responsible for such conduct of the persons engaged by him in the NIPER, which will be conducive for maintaining as harmonious atmosphere as expected in the hospital and will be responsible for any act & omission of such persons.

R. In the event of any violation of laws, rules, statutory provisions by the contractor, this will amount to breach of contract and in such case, the Director NIPER-Kolkata will have the right for terminating the contract, without giving any notice or assigning any reason.

S. **Validity of Contract:** The contract, if awarded, shall be for one year from the date of award subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the Director, NIPER-Kolkata will have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing, etc. solely at the discretion of the hospital authority. This period of one year can be further extended to a maximum of one more year, at the sole discretion of the Director, NIPER-Kolkata without prejudice to any other right of the Director, NIPER-Kolkata.

T. List of personnel deployed to be intimated to the authority from time to time. The personnel employed by the tenderer should have proper uniform for identification.

U. The tenderer shall be required to submit his bill in triplicate month-wise by 7th of the subsequent month for further action and payment shall be released as per the terms & conditions, less deduction at source of income tax at prevailing rates. The bills shall have to be submitted with the certificate of completion of job issued by the Sister/In Charge/unit I.C of various wards/units.

V. The successful agency shall have to enter into an agreement with the Director, NIPER-Kolkata and the cost incurred in this connection, shall be borne by the contractor.

W. The rates once accepted by the Director, NIPER-Kolkata shall remain unaltered throughout the period of contract.

X. The Director, NIPER-Kolkata reserves the right to award any part or full contract to any successful agency (ies) at its discretion and this will be binding on the tenderer.

Y. In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the Director, NIPER-Kolkata reserves the right to award the contract to the next higher tenderer or outside agency and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tenderer.

Z. The Director, NIPER-Kolkata does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same/execute the work at the rate quoted by you. You are at liberty to tender for whole or any part.
AA. Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately/ as asked for.

BB. The tenderer will quote the rates in respect of jobs/ services described above in various para and shall fill Annexure-IV appended herewith along with the Tender Application form. Tender Documents not properly filled or submitted without required required papers are liable to be rejected.

CC. Failure and Termination: If the contractor fails to deliver the service within period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period, the Director, NIPER-Kolkata may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.

Please Drop your Tender in the Tender Box kept at:

At the office OF NIPER Kolkata

CSIR- IICB CAMPUS

4, Raja S C Mullick Road, Kolkata 700 32

Director
NIPER-Kolkata
The following special terms and conditions shall apply for Hiring of Vehicle on contract basis at NIPER-Kolkata.

1. The tenderer should have a permanent place of business in Kolkata and the complete Postal address telephone/Mobile/Fax/E-mail address, etc. while submitting the completed tender form.

2. The agency while submitting their tender from shall enclose certified Photostat copies of experience, trade license essential for carrying out the activities under reference, sales tax/ VAT, PAN and any such other documents specified hereto. Tender form incomplete in any respect and not supported with Earnest Money and the above-mentioned requisite documents, will be summarily rejected by the hospital.

3. The tender application form and related documents along with the Earnest Money is to be submitted in a sealed cover as specified in Annexure-I (General Terms and Conditions) of the tender document and it shall be dropped in the Tender Box kept for the purpose in the Office of Director, NIPER-Kolkata at the date and time specified in this document.

4. The competent Authority reserves the right to reject any or all tenders without assigning any reason whatsoever.

5. Following of vehicles are required by NIPER-Kolkata for which quotation should be given in Annexure-IV

   a) Car of Seven seater AC Car such as Maruti Suzuki Ertiga (on monthly rental basis)
   b) Four seater AC Car such as Maruti Suzuki Desire/Tata Indigo etc.(as and when required basis)
   c) Four seater (both ac and non ac) vehicle such as Indica/Ambassador (as and when required basis)
   d) Seven seater ac car like Innova/Ertiga or similar.(as and when required)

6. The vehicles should have proper Commercial Registration Certificate, Road tax payment Certificate, Fitness, Insurance (Including the Driver).

7. The vehicles offered for hire should be free from litigation as regards ownership is concerned and should possess no tainted history as rash driving, negligence of traffic rule etc.

9. The vehicles should be kept ready normally five days a week from 9am to 7pm without any kind of break and accordingly the tenderer would arrange for replacement of vehicle in case of normal wear and tear/temporary out of service. Sunday and other Holiday will be off days. Extra charges for off days/hours may be quoted as per Annexure IV.

10. The driver engaged should have valid Driving License and should be co-operative and amiable in nature. Driver having basic communication skill in English will be preferred.

11. The driver should not have any past history of criminal records or Alcoholism or Drug addiction.

12. Payment of wages and statutory obligations such as minimum wages etc. are to be observed by the Tenderer. Statutory liability viz. ESI/PF etc would be solely borne by the tenderer/bidder and no extra payment would be made on these accounts. Any expenditure towards of wear and tear, repairing would be borne by tenderer/bidder.

13. The legal liability arising out of accident, if any, during the period of engagement would be borne by the tenderer/bidder.

14. Any loss of property caused by the Driver would be recovered from the monthly bill of the tenderer. bidder.

15. In case of non-availability of the vehicle, NIPER-kolkata would arrange of its own and the expenditure incurred in this way would be recovered from the monthly bill of the tenderer/bidder, including initiating proper action.

16. The tenderer/bidder would provide a mobile phone to its Driver and the number would be intimated to Director, NIPER-Kolkata of this Institution, this is compulsory.
17. The drivers employed by the Director, NIPER-Kolkata, by the bidder should be under insurance cover of Accident policy for loss of life/injury etc and compensation if any in this regard, if awarded, will be the responsibility of the bidder.

18. The bidder shall maintain a logbook keeping records of the movement and such records will be certified by the representative of the Director, NIPER-Kolkata.

19. The vehicles offered shouldn't be more than two(2) years old.

20. The payment to the contractor will be made mandatorily by electronic mode such as RTGS/NEFT etc. The contractor instructed to supply the following information along with the tender.

i) Name of the Bank

ii) Name of the Branch

iii) Account number

iv) IFSC Code

Director
NIPER-Kolkata
### Tender Application Form

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
<td>Name of the firm</td>
</tr>
<tr>
<td></td>
<td>a Full Postal address:-</td>
</tr>
<tr>
<td>2</td>
<td>b Cell Phone No.</td>
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<tr>
<td></td>
<td>c Telephone No.</td>
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<td></td>
<td>d Fax No.</td>
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<tr>
<td></td>
<td>e Email Id</td>
</tr>
<tr>
<td>3</td>
<td>Date of Establishment of Firm:</td>
</tr>
<tr>
<td>4</td>
<td>Name of the proprietor/partners/Director etc.</td>
</tr>
<tr>
<td>5</td>
<td>Name and Address of your Bankers stating the name in which the Account stands:</td>
</tr>
<tr>
<td>6</td>
<td>Are you in the list of approved contractors of any other organizations/institutions, if any given details:-</td>
</tr>
<tr>
<td>7</td>
<td>Any other information which you consider necessary to furnish:</td>
</tr>
</tbody>
</table>

### Undertaking

a) I, the undersigned certify that I have gone through the terms and condition mentioned in the tender document and undertake to comply with them.

b) The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the lowest quoted for any other institution in India.

c) The Earnest Money of Rs. ............... To be deposited by me has been enclosed herewith vide Demand Draft No. .................................. dated .................. drawn on bank ................................ Branch ............................

d) I/We give the rights to Director, NIPER-Kolkata to forfeit the Earnest Money/Security money deposit by me/us if any default occur on my/agent’s part or on delivery of the corresponding service.

e) There is no vigilance/CBI case or court case pending against the firm.

f) I hereby undertake to provide services as per directions given in the tender document/work order within stipulated period.

| Date:- | Signature of the tenderer:- |
| Place:- | Full Name:- |
|        | Designation:- |

(Office seal of the tenderer)
*Please refer SL No. 5 of special terms and condition (Page No. 8)

<table>
<thead>
<tr>
<th>Calcification of vehicles</th>
<th>Distance covered within the monthly package</th>
<th>Rate per month (₹)</th>
<th>Rate for extra km (₹)</th>
<th>Rate for extra duty hours (₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Maruti Suzuki Ertiga or similar</td>
<td>1500km</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2. DZIRE/Indigo(AC) etc</td>
<td>As when required</td>
<td>Rate for eight hours (₹):-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Indica/Ambassador (AC)</td>
<td>As when required</td>
<td>Rate for eight hours (₹):-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Indica/Ambassador (Non AC)</td>
<td>As when required</td>
<td>Rate for eight hours (₹):-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Inova/Ertiga</td>
<td>As when required</td>
<td>Rate for eight hours (₹):-</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1) Timing & mileage will be calculated from Duty Point to Duty point.

2) Normal working days will be Monday to Friday.

3) Normal working hours will be 9 am to 7 pm.

4) On demand, the car should be available on any day at any hours.

5) The Bank Details such as Account Name, Number, Bank, Branch and IFSC code is to be mentioned below to facilitative payment through RTGS to the Contractor by NIPER Kolkata

Date:-
Place:-

Signature & Seal of the Tenderer

Full Name of the Tenderer: