

Tender Reference No. SNB/60.4/14-15/028
dated 29.11.2014

TENDER FORM FOR TRANSPORT SERVICES

Issued to

**S. N. BOSE NATIONAL CENTRE FOR BASIC SCIENCES
BLOCK -JD, SECTOR -III, SALT LAKE, KOLKATA- 700 098**

**TERMS & CONDITIONS
AND
GENERAL CONDITIONS**

“A”

NOTICE INVITING TENDER

The Satyendra Nath Bose National Centre for Basic Sciences, Kolkata -700098, Invites, from qualified and experienced single or multiple Transport/ Travel Agencies sealed bids for providing “ **Vehicles on hire/ rental on monthly basis**”.

A.1. Qualification of the bidder

The bidder or bidder(s), in the stature of a private limited company/ partnership or proprietary firm, provide vehicles not more than 2 (two) years old in good running condition manned by experience drivers who should hold valid driving license.

The average annual turnover of the bidder shall not be less than Rs. 5 lakh per annum during the last three years.

The bidder should be Trade License holder and preferably registered with Automobile Association of India.

The bidder preferably should have an experience in serving Academic Institution.

A.2. Details of the Bid Documents

A.2.1 Cost of bid document is Rs.200/- only, which is non refundable. Payment is to be made by cash deposit to the Accounts Section of the Satyendra Nath Bose National Centre for Basic Sciences, Kolkata.

A.2.2 The tender document can be purchased on any working days between 11.00 am – 1.00 pm & 2.00 pm – 5.00 pm from Accounts Section, Satyendra Nath Bose National Centre for Basic Sciences, Kolkata- 700098, Phone: 2335-5705-05 ext 108 during 29.11.2014 to 19.12.2014.

A.2.3 All tenders should be accompanied with an Earnest money Deposit (EMD) of Rs. 15,000/- (Fifteen Thousand) only, payable in the form of Demand Draft/ Bankers cheque in favour of ‘Satyendra Nath Bose National Centre for Basic Sciences’, payable at Kolkata. Kolkata -700098.

A.2.4 The last date of submission of tender 19.12.2014 till 5.00 pm.

Registrar

“B”

INSTRUCTION TO BIDDER

B.1 Submission of Bid

B.1.1 One complete set of BID Document is issued to each bidder. BID/offer shall be prepared by typing or printing with indelible black ink in the Rate Columns. The tender in original form only shall be submitted by the bidder.

B.1.2 Bidder(s) is advised to submit the BID strictly in accordance with the terms and condition and specification contained in the BID DOCUMENT and not stipulate any deviation to the terms, conditions and requirements stipulated in the BID document.

B.1.3 Bid shall be submitted in two parts: Part I- Technical Bid and Part II- Price Bid. Part-I and Part- II should be separately sealed and super scribed with the words ‘Part- I: Technical Bid’ and ‘Part-II: Price Bid’, whichever is applicable. Both the parts should put in one single sealed envelope with the words **“Quotation for supply of vehicle on hire/rental on monthly basis at S.N. Bose National Centre for Basic Sciences”**. The full name, postal address and telephone number, fax number (if available) of the Bidder shall be written on the bottom left hand corner of the sealed cover.

PART- I: Technical Bid shall contain the following:

- a. Earnest Money Deposit (EMD)
- b. Acceptance of confirmation to the bid evaluation criteria.
- c. Details of similar works done in the last three years.
- d. Details of present assignments.
- e. Performance certificate from the past and present employers.
- f. Company profile.
- g. Documents related to Road/ Routine Permit, Pollution test, IT PAN, Trade License etc.
- h. Audited financial statement for last three years.
- i. Additional documents, if any.

PART-II: Price Bid shall contain the Price Bid as per schedule of rates enclosed as Annexure I.

B.1.4 The bidder(s) has the option of sending the Bid by registered post, or submitting the BID in person, so as to be delivered on or before the date and time set out for the same. Bids submitted by FAX will not be accepted. The Centre will not be responsible for the loss of BID or delay in postal transit.

B.2 Opening of BIDS

B.2.1 Opening of Technical Bid:

Technical BID will be opened by a Committee formed by the Competent Authority for scrutinizing the documents submitted under Technical BID.

B.2.2 Price BID

The competent bidder(s) who will qualify after evaluation of technical bid will be invited for price BID opening at a date and time fixed by the Committee.

B.3 BIDS

B.3.1. Signature on BID(s)

- I. The BID must contain the name, residence and place of business of the person or persons submitting the BID and must be signed and sealed by the bidder with his usual signature on every page of the BID. The names of all persons signing should also be typed or printed below their signatures.
- II. BID by a partnership firm/ consortium of firms must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other authorized representatives. The copy of partnership deed/ consortium agreement should also be furnished.
- III. BID by a corporation/ company must be signed in the legal name of the corporation/ company, by the President / Director or by the secretary or other person, or persons authorized to bid on behalf of such corporation/ company with seal of the corporation/ company.
- IV. Satisfactory evidence of authority of the person signing on behalf of the bidder be furnished.
- V. The bidder's name stated in the BID shall exact legal name of the firm/ company/ corporation etc. as registered or incorporated.

B.3.2 Correction in BID

All changes / Alteration/ correction in the BID shall be signed with date in full by the person or persons signing the BID. No erasing and overwriting is allowed.

B.4 Transfer of BID documents/ BIDS

Transfer BID document purchased by one bidder to another is not permissible. Similarly transfer BID submitted by one bidder to another is also not permissible. No alternation in the essence of BID, once submitted shall be permissible. In case the bidder transfer the BID or modifies/ withdraws during the period of validity, his EMD shall be forfeited.

B.5 Earnest Money Deposit (EMD)

Each EMD must accompany EMD in the form of Demand Draft/ Bankers Cheque of Rs.15,000/- (Rupees Fifteen Thousand only) issued by a Nationalized Bank in favour of **S. N. Bose National Centre for Basic Sciences** payable at Kolkata shall be submitted with **Part I- Technical Bid**. BID submitted without EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily.

The EMD of un-successful bidders shall be refunded only after the contract has been awarded to the successful bidder. No interest shall be paid on the EMD.

EMD submitted by successful bidder will be adjusted against Security Deposit to be recovered from monthly bill.

B.6 Validity of BID

Bid submitted by bidder shall remain valid for acceptance for a period of 90 (ninety) days from the last date of submission of the BID. In the event of the bidder revoking the BID or varying any term in regard thereof the bidder's EMD shall be forfeited.

B.7 Right to Centre to accept or reject the BIDs

The right to accept the BID in full or in part shall rest with the Centre. However, Centre does not bind itself to accept the lowest BID and reserves to it self the authority to reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and /or the prescribed conditioned are not fulfilled, shall be considered non-responsive and are liable to be summarily rejected. BIDs not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.

B.8 Signing of the Contract

The successful bidder shall be required to execute the Draft **Contract Agreement** on a non- judicial stamp paper of Rs. 100/- (Rs. One Hundred only) within fifteen days of the issue of the **Work Order**. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of Work Order shall be considered as cancelled.

“C”

TERMS & CONDITIONS

(C.1-C.2): Schedule and Specification of Cars Rented

| Sl No. | Specification | Number of Car Rented | Ply Schedule | Total Km Run per month | Working Days |
|--------|---------------------------|----------------------|--------------------|------------------------|--------------------|
| C.1 | Indica (Non- AC) (Diesel) | One | 8.00am to 8.00 pm | 1200 | Monday to Saturday |
| C.2 | Indigo (AC) | One | 7:30 am to 7:30 pm | 1200 | Monday to Saturday |

i) Garage : Agency will make its own arrangement for garage at near by location preferably within 5 km from the Centre, at his own cost.

(ii) Driver : For each vehicle one Driver to be deployed and the rate so to be quoted shall include the expenditure towards wages etc. After finishing the duties the driver will leave the Centre along with the vehicle. In case the duty hours are extended beyond scheduled time up to odd hours, Centre may allow driver to halt at night inside Centre along with the vehicle with prior approval of authorities concerned. The driver deployed should be experienced and presentable, well conversant with the local areas of Kolkata and Salt Lake and should be able to understand and speak Hindi. The driver should have clean past record and should be a valid license holder. While on duty, he has to be properly

uniformed and well behaved. In absence of regular driver, the agency will make alternate arrangement for substitute without extra claim.

(iii) Maintenance : Repair work, replacement of spares and up keep of vehicle etc. should be carried out on Sunday/holiday in general and in any case not inside the campus. In case sudden minor break down of vehicle the agency shall set right the defects instantly after informing authority. In case major break down warranting long period or repair, the contractor shall immediately place an alternative vehicle or make alternative arrangements so that the official work remains unhindered.

(iv) Petroleum, Oil, Lubricants:

The contractor shall arrange readily required items like fuel, petrol, diesel & lubricants etc. for want of which the scheduled plying of vehicle is not jeopardised.

(v) Financial Implication

: The contractor shall procure all the above material/items or other materials as required for maintenance of vehicle at his own cost including expenditure towards wages of driver helper and mechanic etc. what so ever within the ambit of quoted rate and the Centre will not entertain any extra claims on the above accounts.

(vi) a. In case the mileage during a particular month exceeds the limit as indicated in the schedule C.1-C.2 the extra payment towards extra mileage shall be derived on pro - rata basis taking quoted rate/amount as base which is inclusive of expenditure towards driver's/ operator's wage, fuel etc.

b. Use of vehicle(s) beyond stipulated hours for official purpose shall be treated as over time/ over run and the payment shall be made for such extra

hours as per rates prescribed by the Transport Department, Government of West Bengal.

(vii) The above conditions along with other conditions as included in “General condition of contract” shall be applicable on the contract in combined manner.

C.3.1 The contractor will ensure proper maintenance of all vehicles & if any defect or loss is detected by the Centre which for the reasons to be believed is manifestly due to negligence of the Contractor and/ or employees engaged by the Contractor, the said Contractor should make good the same at his own cost to the Centre. The decision of the Centre will be final and binding upon the Contractor in this respect.

C.3.2 If any driver engaged by the Contractor is found not suitable for the purpose, the Contractor immediately, i.e., within 24 hours should be arranged for the replacement of the said personnel.

C.3.3 The Contractor should be solely responsible for the contract and on behalf of his men, issue necessary identity card bearing the signature of the Contractor to his men at his own cost.

C.3.4 The Contractor should submit photocopies of all relevant documents related to road permit, road tax, vehicle insurance etc. to each of the vehicle to the Centre. Each driver should carry documents with him during duty.

C.3.5 The Contractor should submit details of the name , father’s name, residential address, contact numbers of the drivers employed by him in the Centre to the concerned authority. He will also have to submit photocopy of valid license of the drivers employed by him in the Centre.

C.4 Related Scope of work and obligation of the Contractor.

C.4.1 During period of contract, the contractor will make all payments at his cost towards repair, maintenance and up keep of vehicles including the expenditure on account of wages of driver, helper/ cleaner, road tax, insurance, parking fees, license fees, permit, fines if imposed by any authority for violation traffic rules & regulation, pollution control rules etc. as prevalent in West Bengal. The Centre will not entertain any claim from the agency on those accounts excluding the parking fees. In other words, the

agency shall be abided by all relevant traffic statutory rules as imposed by State Transport Authority and any other authority without involving the Centre in any form or matter and the Centre will not be held responsible for any lapse or compensation arising thereof. Monthly rental charges in respect of all vehicles shall also include the cost of fuel i.e. Petrol/ Diesel and lubricants whatsoever required during the month

C.4.2 In case any mishap, theft of vehicle, accident and death, partial disablement, damage to vehicle or any other property if caused due to an accident during contract period, the contractor will compensate all cost and expenses accrued thereon either by mutual negotiation or by order of court etc. at his own cost, leaving no responsibility on the Centre.

C.4.3 In case the Contractor fails to replace the damaged / broken down vehicle on any day either full or part, Centre will recover the cost of non working period on pro rata basis taking the monthly agreed rate as base and add 25% extra on the above recoverable amount.

C.4.4 If the contractor desires to take out the vehicle during duty hours for repair, he will have to obtain written approval from the Competent Authority. However, this will not entail him to get exemption from condition (C.1-C.2) (iii) of terms & conditions and condition C.4.3 of general condition.

C.4.5 The vehicles shall be exclusively used for official purpose of the Center only leaving no scope for sub hiring or rent out.

C.4.6 The vehicles would be used by the Centre for rendering academic visit of students and scientists to different academic/ science centre(s) in and around Kolkata and also for pick and drop service of office staff members as well as other official purposes. Unless otherwise needed for specific and emergent reasons the vehicles shall be used by the Centre as per schedule mentioned in C.1-C.2. However, the authorities reserve the right to change the timing as per exigencies.

C.4.7 The Contractor shall maintain a regular Log Book in respect of each vehicle separately for inscription of details of journey, time, mileage etc. in the form to be decided by the Centre. It will be duty of the Drivers to ensure that the user notes down the time of reporting, time of release, total kms run and his signature at the end of each journey.

C.4.8 The vehicles which are placed for service shall not be more than 2 years old and should be in good running condition with fresh and bright outlook.

C.4.9 The Contractor shall ensure that the interiors i.e. upholstery etc. of the vehicles is kept up to the mark at all times and would attend to any complaint regarding the same immediately.

C.4.10 The selected agencies will have to submit documents regarding ownership of vehicles, before the contract is awarded.

C.4.11 In case of any complaint against any driver from the Centre the contractor shall immediately replace him within 24 hrs. The contractor shall immediately provide a driver in case of absence of the regular driver after duly informing the concerned authorities.

C.4.12 The Contractor shall be responsible for the discipline and good conduct & behaviour of all the drivers engaged by it and the Contractor shall be liable to make or good any losses or damages caused by such persons either to the property and goods of the Centre or personnel of Centre.

C.5 Terms of Payment

C.5.1 Monthly bill for the vehicles provided by the agency should be submitted to the Centre along with the following documents:

- i) Daily duty roaster.
- ii) Statement showing Total mileage run/ extra mileage run / release time/ reporting time.
- iii) Payment will be made based on the kilometer recorded during arrival and departure time at the Centre.

Centre will be liable to settle the bill within 15 days from the submission of the said bills.

C.5.2 Refundable Security Deposit @ 3 % of the monthly bill amount will be recovered by the Centre from the bill of each month. The above security

deposit shall be refunded without interest after the satisfactory completion of the contract.

C.5.3 All payments will be subject to deduction of Income Tax at source as per IT Act and IT Rules.

C.5.4 The Centre shall not be responsible for any payment in connection with the obligation of the Contractor in respect of any Agreement entered into by the Contractor of which the Centre is not a party.

C.6 Period of Contract

The contract shall be deemed to have come into force from the date following the date formal agreement by and between the parties and shall remain in force for an initial period of 12 months unless otherwise terminated or rescinded prematurely. If necessary, the Centre may extend the contract on the same terms and conditions on mutual consent.

C.7 Penalty for failure to render the transport service

In the of the Contractor's failure to execute the entrusted work, satisfactorily, the Centre shall have right to impose penalty on the transport operator(s) as decided by the Competent Authority. The decision of the Competent Authority will be final. The difference of cost incurred by the Centre thereby shall be recovered from the Contractor's unpaid bills.

C.8 Suspension/ Cancellation and termination of the Agreement

C.8.1 Notwithstanding anything contained hereinbefore to the contrary, the Centre shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing and in such case the Contractor shall have no claim for any loss and damage against the Centre. If the Contractor abandons his service for which he/she is committed to the Centre, all hid/her dues. e.g. Security Deposit, etc will be forfeited by the Centre.

C.8.2 The Centre reserves exclusive right to suspend, cancel, terminate this Agreement at any time if it has sufficient reason to believe that the Contractor has failed to perform or observe or fulfill any of the terms and

conditions hereinbefore contained and/or liable and responsible for any loss or damage suffered by the Centre.

C.8.3 On termination of the Agreement, the Contractor must immediately, i.e., within 24 hours withdraw its vehicles from the Centre and the Contractor shall have no right to claim any demurrage/compensation from the Centre for the loss of job of its employees or whatsoever inasmuch as it is for the Contractor to deploy its men in such other sites or places and the said employees are under complete administration, supervision and control of the Contractor.

C.9 Arbitration

C.9.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or beach thereof, shall be referred to sole Arbitrator to the appointed by the Director of the Centre at the time of dispute.

C.9.2 It is a term of the contract that the party invoking arbitration shall specify all dispute to be referred to the arbitration at the time of invocation or arbitration under the clause.

C.9.3 It is a term of the contract that the cost of arbitration will be borne by the parties themselves equally.

C.9.4 The venue of the arbitration shall be at KOLKATA.

C.9.5 Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and the statutory modification or re-enhancement thereof rules make hereunder and for the same being in force shall apply to the arbitration proceeding under this clause.

Annexure - I

Schedule of Rates

(C.1-C.2): Schedule and Specification of Cars Rented :-

| SI No | Particulars | Number of Car Rented | Ply Schedule | Total Km Run per month | Working Days | Monthly Rate (₹) |
|--------------|---------------------------|-----------------------------|---------------------|-------------------------------|---------------------|-------------------------|
| C.1 | Indica (Non- AC) (Diesel) | 1 (One) | 8.00am to 8.00 pm | 1200 | Monday to Saturday | |
| C.2 | Indigo (AC) | 1 (One) | 7:30 am to 7:30 pm | 1200 | Monday to Saturday | |

Signature of the Bidder:

Date:

Official Seal :