



**NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS,  
KALYANI**

**No. NIBMG/Admn./Veh. Hire/2021-22/01**

**Date: 23.04.2021**

**TENDER FOR HIRING OF CAR(S)/VEHICLE (S) FOR  
USE ON CASUAL BASIS AS AND WHEN REQUIRED  
AT SHORT NOTICE**

**April 2021**



## **NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS,KALYANI**

**No. NIBMG/Admn./Veh. Hire/2021-22/01**

**Date: 23.04.2021**

### **CRITICAL DATE SHEET**

<b>Published Date</b>	<b>23.04.2021 (06.00 PM)</b>
<b>Bid Document Download / Sale Start Date</b>	<b>24.04.2021 (09:00 AM)</b>
<b>Clarification Start Date</b>	<b>24.04.2021 (09.00 AM)</b>
<b>Clarification End Date</b>	<b>30.04.2021 (02.00 PM)</b>
<b>Bid Submission Start Date</b>	<b>24.04.2021 (09.00 AM)</b>
<b>Bid Submission End Date</b>	<b>13.05.2021 (02.00 PM)</b>
<b>Bid Opening Date</b>	<b>14.05.2021 (02.30 PM)</b>



## **NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS,KALYANI**

NIBMG, Kalyani invites Bids from the reputed services providers having minimum 05 years experience in providing Car(s)/Vehicle(s) in reputed organization/Institutes, for hiring of vehicles casual basis as and when required at short notice.

Tender document can be downloaded from NIBMG website [www.nibmg.ac.in](http://www.nibmg.ac.in) or from Central Public Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders should enroll/register in the e-procurement module of Central Public Procurement Portal through the website: [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders should also possess a valid DSC for online submission of bids.

1. Types of vehicle required to be engaged on hire:
  - i. Economy Cars : Maruti – Swift-Dzire VX / Ford Fiesta / Indigo / Manza VX/ Logan/ Chevrolet Aveo / Fiat Linea etc. (AC/Non-AC)
  - ii. Spacious Cars :Tata Victa/ Scorpio/XUV 300/ Tavera/ Xylo etc. (AC/Non-AC)
  - iii. DeluxeCars : City I – VTEC (Honda), Maruti SX4 / Innova /Verna / Chevrolet Optra, etc. (AC)
  - iv. Luxury Cars: Toyota Corolla / Honda Accord /Civic /Innova Crysta/XUV 500/ Sonata / Skoda Octavia etc. (AC)
  - v. Bus (14seater/36 Seater / 45 Seater/56 seater) (Non-AC/AC)
2. Tender Form including terms and conditions of service, shall be downloaded from our website: [www.nibmg.ac.in](http://www.nibmg.ac.in) or from central public procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in)
3. Submission of Tender:

The online bid will be submitted in two cover

**Manager (Administration) NIBMG**

## **a) Technical bid**

Technical bid is to be submitted in the prescribed Application form (as per Annexure –I) with details as enclosures mentioned below:

- i. Copy of the partnership deed (in case of partnership organization)/Memorandum Association/Certificate of incorporation/Power of Attorney/copy of the agreement of other owner (s) of the vehicle mentioning the vehicle registration nos. (if the vehicle is to be operated by a person other than the owner)
- ii. List of vehicles [ at least 2 numbers] owned by the individual /firm/company [ Copy of blue books to be submitted]. And vehicles also in possession/ under control (supported by agreement in non-judicial stamp paper), as the case may be, with details such as type of vehicles, make, model, year of manufacture, registration number, date of registration mentioning Bharat stage, as per Annexure –II.
- iii. Self-attested photocopies of the Registration book, copy of valid road tax certificate and pollution certificate for individual vehicles.
- iv. Self-certified copy of PAN.
- v. copy of Contract carriage permit for each vehicle
- vi. Self-certified copy of Goods&Service Tax registration Certificate.
- vii. Self-certified copy of Trade License.
- viii. Complete set of this document along with tender form duly signed with seal.
- ix. Working certificate and annual accounts duly certified by the auditor for last 5 years.
- x. Turnover of the firm should be at least 45 lakh per year during last 5 years.
- xi. Details of earnest money deposit of Rs 30,000/- [INR thirty thousand only] to be deposited by e- transfer directly to the Institute Account No- 0579050053288, AC/ Name: NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS, Bank: Punjab National Bank, Branch: Kalyani, IFSCode: PUNB0057920, proof of transaction advice should be enclosed in technical bid. Failure to deposit Earnest Money will lead to rejection of tender.

## **b) Financial bid**

- xii. It will contain the schedule i.e financial bid as per “Annexure V”

## **General Terms & Condition.**

- A.** The Bidder should have the at least 2 numbers of vehicle in the name of Proprietor/Firm/Company and the vehicles should be registered in the state of West Bengal.
- B.** Bidders should self-certify that they have not been convicted in any criminal cases.
- C.** Any vendor debarred/blacklisted by any other Govt. Institute/Organisation/PSU/Autonomous bodies within the last 3 years may not submit their bid. Bidders should submit their non-blacklisting certificate.
- D.** Vehicles for casual hiring should be fixed either on the basis of Kilometer covered or on the basis of hours of use of vehicles whichever is higher, subject to the minimum charges.
- E.** All rates shall be quoted inclusive of Fuel and all other charges. No other charges towards maintenance of car, garage, major/minor repairing charges, servicing charges will be borne by NIBMG.
- F.** Maximum of 10 KM between the garage of the vehicle and the place of reporting or one hour 's hiring charges (both ways inclusive) whichever is convenient to the owner of the vehicle may be allowed. For one-way travel, bill should be submitted for only the point of hiring to de-hiring point (pickup point to dropping point).
- G.** No escalation in above rate is payable on any account tender period.
- H.** If any driver is intoxicated or misbehaves with any guest or official of the institute the same has to be substituted appropriately and the erring driver may be handed over to the police. The vehicle will also not be paid for.
- I.** Neither the vehicle nor its drivers shall be frequently changed causing inconveniences to the office. Drivers may be changed during exigencies with due notification to the contacting officer.
- J.** Driver with experience and valid license should only be engaged by the contractor. Driver should carry the license while on duty. If at any point the driver is found to be not carrying the license or documents of vehicle, the charges to the hiring of that vehicle may not be paid.
- K.** Drivers should be well conversant with the Traffic Rules and Roads of West Bengal.
- L.** The drivers shall be provided with cell phone by the contractor. The expenditure towards the cell phone bill shall be borne by the contractor.

- M.** The pay and allowance of the driver will be borne by the contractor even when on outstation duty. On outstation duty or during night halt the food and lodging of the driver will be borne by the vendor.
- N.** The Drivers deputed should be well dressed and well mannered.
- O.** The vehicle should report with sufficient quantity of fuel at the time and place requisitioned by the user. The should carry at all time be carrying sufficient money for exigencies.
- P.** Goods & Service Tax will be reimbursed as per applicable rules.
- Q.** Parking fees, if any shall be paid by the contractor which will be reimbursed by NIBMG along with the payment of the bill subject to production of the documentary evidence and countersigned by the controlling officer.
- R.** The condition of the vehicle should be well maintained to keep it road worthy in all the seasons and the owner should arrange for regular servicing and sanitizing the vehicle.
- S.** In case of breakdown of the hired vehicle a suitable substitute vehicle must be provided immediately by the contractor. If a substitute vehicle is not arranged within one hour, the contacting officer may hire a vehicle from local sources available, charges will be borne by the vendor whose vehicle is broken down.
- T.** NIBMG will not have any liability arising out of any accident involving the car whether or not the same was caused due to negligence of the driver.
- S. Payment**
  - a) For vehicle hired on casual basis, bill is to be prepared and submitted within 15<sup>th</sup> of the following month. If not submitted within stipulated time, NIBMG reserves the right to not pay the bill at all
  - b) Payment will be made on a/c payee cheque or RTGS basis only.
  - c) The contractor shall submit the following documents for payment of their bill
  - d) Bill in duplicate along with Date wise duty slip or copy of Log Book countersigned by the controlling officer showing details of time of arrival & departure, KM run and also places & purpose of visit.
- T. Contract Period:** Initially for Two years with provision for further extension of one-year subject to satisfactory performance. In case of unsatisfactory performance/breach of terms, the hiring contract may be terminated with fifteen days' notice.
- U.** The Director NIBMG reserve the right to cancel any bid without giving reason whatsoever.

**V.** The vehicle are required to carry the following documents at the time of engagement of car. The controlling officer or his superiors may at any point check the said documents. Failing to produce the documents will require the vehicle and/driver to be substituted appropriately.

- a) Copy of Blue Book (Ownership Book)
- b) Copy of Driving license no. (original)
- c) Copy of Tax Token
- d) Copy of Insurance
- e) Copy of Pollution Certificate

**W.** NIBMG reserves the right to restrict the contractor at its discretion and restrict number of contractor.

**X.** Bidder should compulsorily be an Indian Organisation and should have a branch office in Kolkata/Kalyani.

**Y.** NIBMG reserves the right to award contract considering demographic location of the reporting place and condition of vehicle etc.

**Z.** Any Bid received by the Employer after the deadline prescribed in tender due to any reason whatsoever will not be accepted.

**AA.** Vendor should function in compliance with vehicle management software being used at NIBMG.

**BB.** Any vendor debarred/blacklisted by any other Govt. Institute/Organisation/PSU/autonomous bodies within last 3 years may not submit their bid.

**CC.** The bidders, those who are technically qualified will be empanelled for providing car/vehicles at L1/negotiated rate.

**DD.** Provisions of the Public Procurement (Preference to Make in India) order issued by the Department for Promotion of Industry and Internal Trade, Govt. of India, vide OM No. P45021/2/2017-PP (BE-II) dated 04 June 2020, shall be applicable in the tendering process.

**EE.** Integrity Pact

Integrity Pact binds both buyers and contractor to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- a) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
- b) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
- c) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- d) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
- e) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- f) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- g) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
- h) Integrity Pact lays down the punitive actions for any violation.

Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

The model format of IP is at Annexure - IV



**FF.** Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Kolkata court only.

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**Annexure - I**

**TENDER FORM FOR HIRING OF VEHICLE**

To,  
The Director,  
National Institute of Biomedical Genomics,  
Kalyani – 741251

Dear Sir,

I/we am/are submitting my/our bid for Hiring of Car(S) / Vehicle (S) in National Institute of Biomedical Genomics, Kalyani. I/We agrees to abide by all the terms and conditions laid down in the General Terms and Conditions of NIT No. NIBMG/Admn/Veh. Hire/2021-22/ , dated 21.04.2021

The details of offered vehicles are furnished here below:

(To be filled in by the applicant. Enclose document where asked for)

	Name of the individual/ Partnership Firm/company:	
	Full Postal Address  Phone No. Mobile No. Fax No.	
	Copy of registered partnership deed/power of Attorney/Certificate of incorporation/memorandum of Association:	
	Copy of Agreement in Non-Judicial Stamp Paper from the Owner (s) of the vehicle(s) (if the vehicle is to be operated by the applicant other than the owner)	

	Copy of Registration of vehicle (s) in the name of individual/ partnership Firm/Company and also in possession from other owners by hire/lease (as per Format enclosed at Annexure - II)	
	PAN No. (Enclose self-attested copy of PAN)	
	Copy of self-attested Goods & Service Tax Registration, if applicable	
	Copy of self-attested Trade License	
	Self-attested copy of Contract carriage permit for each vehicle	

**Declaration:**

I/We certify that all the information furnished are true and I/We confirm that in case of any of this information is found to be false/wrong, the application/work order (if awarded) shall be liable for rejection at any stage / time without any reference to me /us and NIBMG may take any punitive action as deem fit.

Encl.: List of documents

Signature of the applicant

Seal & Date

## **Annexure – II**

### **Details of Car/Vehicles in Possession** (to be enclosed along with the application form)

A. The details of Cars/vehicles owned & offered for hiring of vehicles:

Sl. No.	Car/Vehicle Model & Make	Year of Manufacture	Registration Number	Mass Emission Standard Bharat stage	AC / Non-AC	Colour

B. The details of Cars/vehicles, under lease/hire agreement with other owners (agreement in non-judicial stamp paper to be submitted) offered for hiring:

Sl. No.	Car/Vehicle Model & Make	Year of Manufacture	Registration Number	Mass Emission Standard Bharat stage II /III	AC / Non-AC	Colour

Signature of the applicant

Seal & Date

**Annexure – III**

**Format for Affidavit**  
(On Non-Judicial Stamp Paper)

**AFFIDAVIT**

I, ....., Partner / legal Attorney / Accredited Representative of M/s....., solemnly declare that:

1. We are submitting bid for Hiring of Vehicle invited by you vide NIT No..... Date ..... for the engagement of vehicle for deployment in NIBMG.
2. None of the partners/employees of our firm is relative of employee of National Institute of Biomedical Genomics, Kalyani.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this application is complete, correct and true.
4. All documents / credentials submitted along with this application are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false / incorrect at any time, department may cancel my application / tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including security money and banning / delisting of our firm and all partners of the firm etc.

Date:

Signature of the applicant

Seal

## Format of Integrity Pact

### INTEGRITY PACT

Between National Institute of Biomedical Genomics (NIBMG), a Society registered under the Indian Societies Act 1860 represented by \_\_\_\_\_ hereinafter referred to as “The Principal”.

And .....herein referred to as “The Bidder/ Contractor.”

#### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will monitor the tender process and the execution of the contract for compliance with the principles mentioned below.

#### Section A: Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept,

for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.
- d) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

**Section B: – Commitments of the Bidder(s)/Contractor(s)**

- a) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution. (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the

Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **Section 3 – Disqualification from tender process and exclusion from future Contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned.

### **Section 4 – Compensation for Damages**

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled

to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 – Previous transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

#### **Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors**

If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 9 – Pact Duration This Pact begins when both parties have legally signed it.**

It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Director, National Institute of Biomedical Genomics.



## Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Office of the Principal, i.e. Kalyani.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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(For & On behalf of the Principal)

(For & On behalf of

Bidder/Contractor) (Office Seal)

(Office Seal) Place.....

Place..... Date.....

Date.....

Witness 1: (Name & Address):

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Witness 2: (Name & Address):

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**Annexure - V****PRICE BID****(a) Non-A/C Vehicles:**

Amount in Rs

Sl. No.	Particulars	Minimum 8 Hours/80KM Rate
i)	Economy Cars: Maruti – Swift-Dzire VX / Ford Fiesta / Indigo / Manza VX/ Logan/ Chevrolet Aveo / Fiat Linea etc. (Non-AC)	
ii)	Spacious Cars: Tata Victa / Scorpio / XUV 300 / Tavera/ Xylo etc. (Non-AC)	
iii)	Bus (14 Seater) (Non-AC)	
iv)	Bus (36 Seater) (Non-AC)	
v)	Bus (45 Seater) (Non-AC)	
vi)	Bus (56 Seater) (Non-AC)	

**(b) A/C Vehicles:**

Amount in Rs

Sl. No.	Particulars	Minimum 8 Hours/80KM Rate
ii)	Economy Cars: Maruti – Swift-Dzire VX / Ford Fiesta / Indigo / Manza VX/ Logan / Chevrolet Aveo / Fiat Linea etc. (AC)	
iii)	Spacious Cars: Tata Victa / Scorpio / XUV 300 / Tavera/ Xylo etc. (AC)	
iv)	Deluxe Cars : City I – VTEC (Honda), Maruti SX4 / Innova/ Verna / Chevrolet Optra, etc. (A/C)	
v)	Luxury Cars: Toyota Corolla / Honda Accord / Civic / Innova Crysta /XUV 500 /Sonata / Skoda Octavia etc. (A/C)	
vi)	Bus (14 Seater) (AC)	
vii)	Bus (36 Seater) (AC)	
viii)	Bus (45 Seater) (AC)	
ix)	Bus (56 Seater) (AC)	

Note: 1. All rates shall be quoted inclusive of Fuel and all other charges.

- Charges of Extra KM and extra hour will be paid according to the quoted rate.
- Parking charges will be paid as per actual upon submission of slip.
- Night charges will be paid Rs. 250.00 [INR two fifty only] irrespective of vehicles.
- L1 for each category will be considered.

Date:

Signature of the applicant

Seal