



NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS, KALYANI

No. NIBMG/Admn./Veh. Hire/2023-24/014

Date: 02.11.2023

**TENDER FOR EMPANELMENT OF AGENCIES FOR HIRING OF
CAR(S)/VEHICLE(S) ON CASUAL BASIS/SPOT/MONTHLY/YEARLY BASIS AS AND
WHEN REQUIRED AT SHORT NOTICE**

November' 2023



NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS, KALYANI

No. NIBMG/Admn./Veh. Hire/2023-24/014

Date: 02.11.2023

CRITICAL DATE SHEET

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**INVITATION OF TENDER EMPLANELMENT OF AGENCIES FOR HIRING
OF VEHICLE AT NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS,
KALYANI**

NIBMG, Kalyani invites Bids from the reputed services providers having minimum 03 years' experience in providing Car(s)/Vehicle(s) in reputed organization/Institutes, for Empanelment of Agencies for hiring of vehicles on casual basis/spot/Monthly/Yearly basis as and when required at short notice. The contract will be initially for a period of one year further extendable up to by another 01 year on satisfactory performance as well as on mutual consent. The quantum requirement of vehicles may increase or decrease during the period of the contract. The bid must be submitted through CPP Portal subject to the following Technical Eligibility Criteria and terms & conditions as stated in this tender document. The Institute will hire cars as per requirement. The number of vehicles during the contract period may also be increased or decreased at the same rate and terms & conditions.

Tender documents will be available in Vendors are requested to go through the tender carefully before submitting their bids.

1. Place of Hiring:

- a. For Casual / Spot Hiring: Ex-Kolkata / Kalyani.
- b. For Monthly Hiring: Ex-Sodepur, North 24 Parganas, Ex-Bardhaman or any place as and when required.

2. Types of vehicles required to be engaged on hire (with commercial registration only):

- (i) Economy Cars: Maruti – Swift-Dzire VX / Ford Fiesta / Indigo / Manza VX/ Logan/Chevrolet Aveo / Fiat Linea/Omni/Echo etc. (AC/Non-AC)
- (ii) Spacious Cars: Tata Victa/ Scorpio/XUV 300/ Tavera/ Xylo etc. (AC/Non-AC)
- (iii) Deluxe Cars: 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 (14-Seater / 26-Seater / 45-Seater / 56-seater) (Non-AC/AC)

3. Submission of Tender:

The online bid will be submitted in two covers: -

- (a) Technical bid.
- (b) Financial bid

Technical bid: (Technical Eligibility Criteria)

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

- i. The Registered Office of the Agency should be located anywhere in West Bengal but with a sub-office in Kolkata / Kalyani and/or within a span of 50 kms radius of NIBMG with good infrastructure. The company should be reputed, experienced & financially sound.

- ii. The Institute or its authorized officers may make discreet enquiry or may visit/inspect the office premises of the Bidder/agency to ascertain the infrastructure and condition of vehicles. The Institute may also engage an Investigator to inspect and submit the report which will be taken into account for evaluation of the Technical Bid.
- iii. Copy of the partnership deed (in case of partnership organization)/Memorandum Association/Certificate of incorporation/Power of Attorney.
- iv. The Bidder/agency should own a fleet of at least three cars/bus of any of the models as mentioned under Tender Requirements and registered in the name of the Bidder/agency with valid registration for commercial use (yellow board). The vehicles should be in good condition, and preferably vehicles not more than 5 years old.
List of vehicles [at least 3 numbers] owned by the individual/firm/company [Copy of blue books to be submitted] and the vehicles should not be less than 05 years old and preferably white in colour. Details such as type of vehicles, make, model, year of manufacture, registration number, date of registration mentioning Bharat stage, as per Annexure –II.
- v. Self-attested photocopies of the Registration book, copy of valid road tax certificate, insurance, and pollution certificate for individual vehicles.
- vi. The Agency must have a minimum of three years' experience in providing services to reputable private companies / Public Sector Companies / Banks / Central and State Government Departments. Proof of at least two contracts relating to providing services to Central Government / State Governments / PSUs / Bank / reputed private firms in the last three years along with attested copies of the supply order be enclosed with the tender document.
- vii. Self-certified copy of PAN. The same should be uploaded.
- viii. Self-certified copy of Goods & Service Tax registration Certificate. **Last 12 months GST Return for the financial year 2022-23. Copy along with GST Registration Certificate copy to be uploaded with the Technical Bid**, else rejected.
- ix. Vehicle must be registered with the Transport Authority of West Bengal only, **copy to be uploaded with the Technical Bid**, else rejected.
- x. Bidder **should not currently have been blacklisted** by any Government Department/PSU or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance. **Self-Certified copy to be uploaded along with the Technical Bid**, else rejected.
- xi. Self-certified copy of Trade License. Copy to be uploaded.
- xii. Annual accounts duly certified by the auditor for the last 3 years, i.e., For the years 2020-21, 2021-22 and 2022-23. Copy to be uploaded.
- xiii. The turnover of the firm should be at least 5.00 lakhs per year during the last 3 years. Audited annual accounts copy statement for the last 03 financial year to be uploaded with the

technical bid.

- xiv. Details of earnest money deposit / Bid Security of Rs 10,000/- [INR ten 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, IFSC: PUNB0057920, proof of transaction advice should be enclosed in technical bid. Failure to deposit Earnest Money will lead to rejection of tender.**

As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) are exempted from submission of Bid Security. Further, for MSEs bidder in lieu of Bid Security, has to submit "Bid Security Declaration" [Annexure – V] accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.

Also, bidders applying against "MSME/NSIC Certificate" issued by appropriate Authority, should ensure that the certificate attached is relevant to the area of service/supply. For example, If the tender is for "supply & installation of Desktop" the certificate should be issued for activity/area of "Computer supply and services activities etc." otherwise bid will be REJECTED without notice.

Earnest Money Deposit / Bid Security for un-successful bidder will be returned to them after bid has been finalized. For a successful bidder, the earnest money deposit / bid security will be refunded after the successful bidder submits the Security Deposit as mentioned in Point xv below.

- xv. Security Deposit (only for the successful bidder/Bidder/agency): The successful Bidder/agency is required to deposit Rs. 50,000/- [INR Fifty Thousand only] Account Payee Demand Draft in favour of National Institute of Biomedical Genomics (Payable at Kalyani), within 15 days on the receipt of the contract award letter.**

Financial Bid

- (i)** It will contain the schedule i.e., financial bid as per "Annexure VI"

**On behalf of Director, NIBMG
Manager (Administration) NIBMG**

General Terms & Condition.

1. The Bidder should have at least 2 numbers of vehicles in the name of Proprietor/Firm/ Company and the vehicles should be registered in the state of West Bengal.
2. Bidders should self-certify that they have not been convicted in any criminal cases.
3. **Any vendor debarred/blacklisted by any other Govt. Institute/Organization/PSU/ Autonomous bodies within the last 03 years may not submit their bid. Also, the bidder / agency with criminal case pending against the owner / partner / Director may not submit their bid.**
Self-attested declaration that the Bidder/agency has not been blacklisted by any Government Department, PSUs, or Banks etc. and no criminal case is pending against the owner / partner / Director is to be submitted along with the Tender document.
4. 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.
5. 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.
6. For spot hiring, half day or full-day or one-way travel, bill should be submitted for only the point of hiring to de-hiring point (pickup point to dropping point).
7. No escalation in the above rate is payable on any account tender period.
8. If any driver is intoxicated or misbehaves with any guest or official of the Institute, the driver must be substituted and appropriate action to be initiated against the erring driver. The vehicle will also not be paid for.
9. Neither the vehicle nor its drivers should be frequently changed causing inconveniences to the office. Drivers may be changed during exigencies with due notification to the contacting officer, for vehicle hire for monthly, quarterly, or yearly basis.
10. Drivers with experience and a valid license should only be engaged by the contractor. Drivers 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.
11. Drivers should be well acquainted with the Traffic Rules and Roads of West Bengal.
12. The drivers shall be provided with cell phone by the contractor. The expenditure towards the cell phone bill shall be borne by the contractor.
13. 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.
14. The Drivers deputed should be well dressed and well mannered.

15. If the Institute notices that the service/conduct of any of the driver(s) is not in conformity with the standards of the Institute, such driver(s) should be replaced immediately.
16. If any vehicle provided is found to be not properly maintained/is not presentable, such vehicle(s) shall be immediately replaced with alternate vehicle of same or equivalent model in good condition.
17. A driver who takes a break for tea/lunch or for any other purpose for a short duration during duty hours, prior intimation / permission should be given / taken from / to the guest / user / office / reception / security of the Institute.
18. Agencies should communicate/provide details of the car, driver's name and his mobile number to the concerned section and to the guest at least 3 hours before reporting time by SMSs / WhatsApp.
19. The Drivers deputed for duty will conduct himself with dignity and would extend support to guest / user, to load/unload/transport his belongings, if need be.
20. The Institute will confirm booking of vehicles at least 4-5 hours in advance and the Bidder/agency should be able to provide the vehicles any time of the day, even during odd hours, or on a needy basis. The Bidder / Agency should also be ready to provide vehicles at short notice (1 hour before reporting time) to supply cars at approved rates during important occasions like Governing Board Meetings, Visit of high-level Dignitaries (Foreign Delegations, Ministers, Ambassadors) etc.
21. The Institute shall not be liable for any damage to the vehicles due to accidents or unforeseen reason like fire, floods or other natural/manmade calamities arising out of accidents or while driving vehicles. Further, the Institute shall have no liability to pay compensation for any such incidents/accidents to any individual/Government/statutory bodies. The Bidder/agency, shall alone, will be responsible and liable for all such statutory obligations as per law.
22. Any overwriting or corrections against readings in the trip sheet shall be countersigned by the user/guest, failing which, the cost of the trip shall be calculated on an average mileage basis.
23. **The lowest rates L1 received from eligible agencies for each type of vehicle will be tabulated for each slab and circulated to all eligible agencies for their consideration and acceptance. The agencies who are ready to provide taxi services at these rates and accept the rates in writing would be empaneled as Taxi Operators by the Institute for providing taxi services.**
24. The rates quoted by the agencies shall be valid for a period of one year from the date of empanelment of Taxi Operator irrespective of the fluctuation in the fuel charges during the contract period.
25. The empanelment will be confirmed by the Institute in writing only on receipt of confirmation from the eligible Bidder/agency that the minimum rates offered are acceptable to them.
26. The Institute shall be liable only to the extent of paying hiring charges as per the agreed rates,

specified in the agreement and as per terms and conditions and are not responsible for (driver's salary, insurance, repair costs, fuel cost, breakup costs or other incidental expenses), which are to be borne by the Bidder/agency.

27. No advance payments shall be admissible under any circumstances.
28. **Cancellation Charges** – Three hours prior to the scheduled trip, no cancellation charges will be paid. However, if the vehicle has reported to the designated location and booking is cancelled, then the cancellation charges will be paid as per mutual terms.
29. The vehicle should report with enough fuel at the time and place requisitioned by the user. The driver should always carry sufficient money for exigencies.
30. The empaneled agencies shall take appropriate measures in respect of its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The empaneled agencies' obligations with respect to nondisclosure and confidentiality is valid till the expiry or termination of this agreement.
31. A mere contract award letter will not be counted as Experience Certificate. Performance and satisfactory service certificate issued by the concerned organization is mandatory.
32. On satisfactory completion of the contract period of one year or on premature termination of the contract, the Security will be discharged within 60 days of expiry of the Contract without any interest/after deducting dues, if any. In case the contract of services is extended, the validity of the Security Deposit shall be extended accordingly, for the renewed period.
33. The empaneled Bidder/agency shall be solely responsible for compliance of all the provisions of the "Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment is received against any drivers deputed to the Institute by the empaneled Bidder/agency, besides lodging the police complaints, the complaint may also will be referred to the appropriate Committee constituted under the said Act at the Institute. The empaneled Bidder/agency/s shall be responsible for educating its employees about prevention of sexual harassment/misbehavior.
34. The empaneled Bidder/agency shall not disclose directly or indirectly any information, material, and details of the Institute's infrastructure/systems/equipment's/Security Area/ etc., which may be noticed or comes to knowledge of their staff/ empaneled Bidder/agency/s during the contract period shall maintain confidentiality as its contractual obligations to any third party and shall at all times hold the same in strictest confidence. The empaneled Bidder/agency/s shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The empaneled Bidder/agency/s shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the empaneled Bidder/agency/s and the Bidder/agency/s shall be liable for damages/termination of the contract.
35. The Institute reserves the right to terminate the contract of all or any empaneled Bidder/agency, giving one month's notice and without assigning any reason whatsoever. A bidder/agency intending for premature termination of contract may do so, by giving one month's notice.

36. Goods & Service Tax will be reimbursed as per applicable rules.
37. 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.
38. The condition of the vehicle should be well maintained to keep it road worthy in all the seasons and the contractor should arrange for regular servicing and sanitizing the vehicle(s).
39. 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.
40. The vehicles 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. Failure of production of the documents will require the vehicle and/driver to be substituted appropriately.
 - (i) Copy of Blue Book (Ownership Book)
 - (ii) Copy of Driving license no. (original)
 - (iii) Copy of Tax Token
 - (iv) Copy of Insurance
 - (v) Copy of Pollution Certificate
41. The vehicles will have to be fitted / provided with the following additional accessories / utilities: -
 - a) Clean seat covers.
 - b) Quality radio music system
 - c) Reading lamp
 - d) Tissue paper box
 - e) Car perfume
 - f) Seat Belts (front Rear)
 - g) Umbrella during Monsoon
42. NIBMG reserves the right to restrict the contractor at its discretion and restrict the number of contractors.
43. Bidder should compulsorily be an Indian Organization.
44. The contract will be initially for a period of one year and is likely to commence from the date of signing of the agreement which may be extended for a further period of one year on the same rates, terms and conditions depending upon the requirement and administrative convenience of NIBMG. Any further extension can be considered on mutually agreed terms and conditions. NIBMG, however, reserves the right to terminate / curtail the contract at any time after giving one month's notice without assigning any reason.
45. The vehicles should be comprehensively insured.

46. The firm should have a provision to take bookings 24x7.
47. The firm should be experienced in providing fleets for events, delegations, meetings, and conferences, etc.
48. "Full Day" would imply a minimum run of the Vehicle 100 kms or minimum 10 hours duration.
49. "Half Day" would imply a minimum run of the Vehicle 50 kms or minimum 05 hours duration.
50. NIBMG reserves the right to award contracts considering demographic location of the reporting place and condition of vehicle etc.
51. Any Bid received after the deadline prescribed in tender due to any reason whatsoever will not be accepted.
52. Vendors should function in compliance with vehicle management software being used at NIBMG.
53. 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.
54. Matters relating to any dispute or difference arising out of this tender and the subsequent contract awarded based on the bid shall be subject to the jurisdiction of Kolkata court only.
55. Jurisdiction for legal disputes, if any, arising during the period of the contract, will be in Mohali Court only.
56. The Director, National Institute of Biomedical Genomics reserves the right to accept any or all tenders /or reject any or all tender wholly or partly without assigning any reason.

Payment:

- a) For vehicles hired on a casual basis, the bill is to be prepared and submitted within 15th of the following month. If not submitted within the stipulated time, NIBMG reserves the right to not pay the bill at all.
- b) Payment will be made on a NEFT / 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 (with Kilometer & Place of visit mentioned) or copy of Logbook countersigned by the controlling officer showing details of time of arrival & departure.
- e) Max. 10 Km will be allowed for garage in and out (both inclusive).

- f) Copy of the Requisition forwarded by the NIBMG.
- g) NIBMG shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties, if any.
- h) The term 'payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money governed by the separate clauses of the contract.
- i) Payments, subject to Tax Deduction at Source (TDS) shall be processed within 15 days of the submission of the complete documents.

Contract Period:

Initially for one year with provision for further extension of one-year subject to satisfactory performance as well as on mutual consent, after which the calling of fresh tender is obligatory. In case of unsatisfactory performance/breach of terms, the hiring contract may be terminated within fifteen days' notice.

Integrity Pact

The Integrity Pact binds both buyers and contractors 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 this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same services at prices lower than the bid price.
- (v) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.

- (vi) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.
- (vii) 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.
- (viii) The Integrity Pact lays down the punitive actions for any violation.
- (ix) 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 the Integrity Pact duly signed by the bidder shall be a non-responsive bid and shall be rejected straightway.
- (x) 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

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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 agree to abide by all the terms and conditions laid down in the General Terms and Conditions of No. NIBMG/Admn./Veh. Hire/2023-24/014 Date: 02.11.2023

The details of offered vehicles are furnished here below:

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

(i)	Name of the individual/ Partnership Firm/Company:	
(ii)	Full Postal Address Phone No. Mobile No. Fax No.	
(iii)	Copy of registered partnership deed/powerof Attorney/Certificate of incorporation/memorandum of Association:	
(iv)	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)	

(v)	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)	
(vi)	PAN No. (Enclose self-attested copy of PAN)	
(vii)	Copy of self-attested Goods & Service Tax Registration, including Last 12 months GST Return for the financial year 2022-23	
(viii)	Copy of self-attested Trade License	
(ix)	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 deemed 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	Color

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.	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

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 a relative of any 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
(On Non-Judicial Stamp Paper)**

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”.

Andherein 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 1: 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 2: – 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 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)/Contractor(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.
- 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

- (a) 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.
- (b) 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

- (a) 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.
- (b) 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

- (a) 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.
- (b) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (c) 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 8 – 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 9 – Other provisions

- (a) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Office of the Principal, i.e., Kalyani.

- (b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (c) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (d) 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.

(For & On behalf of the Principal)
(Office Seal)
Place.....
Date.....

(For & On behalf of Bidder/Contractor)
(Office Seal)
Place.....
Date.....

Witness 1: (Name & Address):

Witness 2: (Name & Address):

Bid Securing Declaration Form

Date: _____ E-Tender No. _____ E-Tender ID _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs, or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (vi) the receipt of your notification of the name of the successful Bidder; or
- (vii) thirty days after the expiration of the validity of my/our Bid.

*Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)*

*Name: (insert complete name of person signing he Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)*

*Dated on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate)*

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

PS: Furnish the above in original stationery/letter head with signed and sealed.

PRICE BID**1. Spot / Casual Booking Rates for Local Duty (Quotes in Rs.):**

Sl. No.	Particulars	Base Rate Full day 100 Kms and 10 hrs.	Base Rate Half day 50 Kms and 5 hrs.	Pick-up or Drop from Airport to NIBMG campus located at P.O.N.S.S. Kalyani -741251 or vice-versa	Rate per Extra Kilometer above 100 Kms.	Rate per Extra hour above 10 hrs.
i)	Economy Cars: Maruti – Swift-Dzire VX / Ford Fiesta / Indigo / Manza VX/ Logan/ Chevrolet Aveo or similar car in this segment A/C Non-A/C					
ii)	Spacious Cars: Tata Victa / Scorpio / XUV 300 / Tavera/ Xylo etc. or similar car in this segment (AC)					
iii)	Omni/Echo (Non-AC) or similar car in this segment					
iv)	Deluxe Cars: City I – VTEC (Honda), Maruti SX4 / Innova/ Verna /Chevrolet Optra, etc. (A/C)					
v)	Bus (14-Seater) (AC/Non-AC)					
vi)	Bus (26-Seater) (AC/Non-AC)					
vii)	Bus (45-Seater) (AC/Non-AC)					
viii)	Bus (56-Seater) (AC/Non-AC)					

2. Booking Rates for OUTSTATION Duty (above 200 Kms. per day-Quotes in Rs.):

Sl. No.	Particulars	Charges per km	Night Halt Charges inclusive of all (per Night)	Charges for extra running beyond 200 km/day
i)	Economy Cars: Maruti – Swift-Dzire VX / Ford Fiesta / Indigo / Manza VX/ Logan/ Chevrolet Aveo or similar car in this segment (SEDAN type- Minimum 1000 CC, preferably white color along with Driver) A/C Non-A/C			
ii)	Spacious Cars: Tata Victa / Scorpio / XUV 300 / Tavera/ Xylo etc. or similar car in this segment			
iii)	Omni/Echo (Non-AC) or similar car in this segment			
iv)	Deluxe Cars: City I – VTEC (Honda), Maruti SX4 / Innova/ Verna / Chevrolet Optra, etc. (A/C)			
v)	Bus (14-Seater) (A/C) (Non-AC)			
vi)	Bus (26-Seater) (A/C) (Non-AC)			
vii)	Bus (45-Seater) (A/C) (Non-AC)			
viii)	Bus (56-Seater) (A/C) (Non-AC)			

3. Monthly Hiring of Vehicle Ex-Sodepur / Ex-Bardhaman and Back (Quotes in Rs.):

Sl. No.	Particulars	For Ex-Sodepur, North 24 Parganas Charges per km		For Ex-Bardhaman, Charges per km		Night Halt Charges inclusive of all
		Monthly Mileage 2000 kms and Monthly Duty Hours 220 hours.	Charges for extra running beyond 2000 km / 220 hrs.	Monthly Mileage 4000 kms and Monthly Duty Hours 220 hours.	Charges for extra running beyond 4000 km / 220 hrs.	
		[Whichever is higher]				
i)	Economy Cars: Maruti – Swift-Dzire VX / Ford Fiesta / Indigo / Manza VX/ Logan/ Chevrolet Aveo or similar car in this segment (SEDAN type- Minimum 1000 CC, preferably white colour along with Driver) A/C					

- Note: 1. All rates shall be quoted inclusive of Fuel and all other charges.
 2. Charges of Extra KM and extra hours will be paid according to the quoted rate.
 3. Parking charges will be paid as per actual upon submission of slip.
 4. L1 for each category will be considered.

Date:

Signature of the applicant

Seal