



(An Autonomous Institute of the Department of Biotechnology, Govt. of India)
496, Udyog Vihar Phase III, Gurgaon – 122 016

TENDER DOCUMENT

Name of work:

Hiring of transport vehicles for THSTI & RCB,
located at - NCR-Biotech Science Cluster, 3rd Milestone,
Faridabad-Gurgaon Expressway, Faridabad -121001 (Haryana)

CLIENT:

EXECUTIVE DIRECTOR, THSTI, GURGAON
FLOATING TENDER ON BEHALF OF THSTI & RCB

HIRING OF TRANSPORT VEHICLES FOR THSTI & RCB,
LOCATED AT - NCR-BIOTECH SCIENCE CLUSTER, 3rd MILESTONE,
FARIDABAD-GURGAON EXPRESSWAY, FARIDABAD-121001

Tender Document No.- THSTI / 6.6.8 / 2014 / 02

All tender related queries may be addressed to hrtender@thsti.res.in .The tender document is available on website www.thsti.res.in and www.rcb.res.in

Schedule for invitation of tender:

- | | | |
|---|---|--|
| 1 | Bid submission end date(last date and time) for receipt of bids | 06 th February 2015 at 15:00 hrs. |
| 2 | Technical Bid opening date and time | 06 th February 2015 at 15:30 hrs. |
| 3 | Validity of bids (from the last date of bid submission) | 120 days |

A. INTRODUCTION

I. THSTI

Translational Health Science and Technology Institute (THSTI) is an autonomous Institute of the Department of Biotechnology under the Ministry of Science and Technology, Govt. of India. THSTI is developed as a part of the interdisciplinary NCR Biotech Science Cluster located at Faridabad, in the National Capital Region. THSTI is designed to be a dynamic, interactive organization with a mission to conduct innovative translational research and to develop research collaborations across disciplines and professions to translate concepts into tangible products to improve human health.

II. RCB

Regional Centre for Biotechnology (RCB) is an academic institution established by the Department of Biotechnology, Govt. of India with regional and global partnerships synergizing with the programmes of UNESCO as a Category II Centre. The primary focus of RCB is to provide world class education, training and conduct innovative research at the interface of multiple disciplines to create high quality human resource in disciplinary and interdisciplinary areas of biotechnology in a globally competitive research milieu.

1. On behalf of the two institutes viz. THSTI & RCB, Executive Director, Translational Health Science and Technology Institute invites sealed tenders from established, reputed and experienced agencies for hiring of transport vehicles at NCR Biotech Science cluster, 3rd Milestone, Gurgaon-Faridabad Expressway, Faridabad -121001 (Haryana).
2. The bidder must read the prescribed terms & conditions and accept the same to proceed further to submit the bids.
3. After downloading / getting the tender schedules, the bidder should go through them carefully and then submit the documents as sought. Incomplete information may lead the bid to be summarily rejected.
4. Bidder must unconditionally accept all terms and conditions stipulated in the original/downloaded tender document and submit the entire signed and stamped document.
5. All documents submitted should be self-attested with seal of the bidder.
6. All pages of the bid including all enclosures should be numbered (except printed leaflets/catalogue) and must be duly filled in, signed and stamped by the bidder or his authorized representative. Offers received without signature and seal on all pages are liable to be rejected.
7. All amendments, time extension, clarifications etc. will be uploaded in the websites only and will not be published in newspapers. Bidders should regularly visit the above websites to keep themselves updated. No extension in the bid due date/time shall be considered on account of delay in the receipt of any document by mail.

B. ELIGIBILITY CRITERIA

- i. The agency should have **atleast 05 vehicles in its own name of similar category** as mentioned under scope of work.**
- ii. The agency should have experience of atleast 03 years in similar transport service for commuting employees in a Govt. organisation / Private organisation of repute.**
- iii. The agency should have a valid service tax registration.**
- iv. The annual turn-over of the agency should be 40 lakhs in one of the last 03 financial years.**

C. SCOPE OF WORK

In order to facilitate the students/faculty/scientists/officers/staff to commute between THSTI & RCB at - NCR-Biotech Science Cluster, 3rd Milestone, Faridabad-Gurgaon Expressway, Faridabad-121001 and designated pick-up/drop points on trip basis during morning and evening hours, THSTI proposes to hire air-conditioned vehicle/(s) along with driver, on monthly rental basis initially for a period of one year. The vehicle/(s) will be normally required during morning & evening hours daily from 07:00 AM to 09:00 PM on trip basis as per the following schedule mentioned below:

Sl no.	Types of vehicle	Tentative number of vehicles required	Tentative route for plying
1	Tempo-traveller (17 seater)	02 (Two)	Route - 1 & 2
2	Tempo-traveller (26 seater)	02 (Two)	Route - 1 & 2
3	Bus (40 seater)	02 (Two)	Route - 3 & 4

Note :-

- 1. The number of vehicles required for each type of vehicle and routes are purely tentative and may change depending on requirement.**
- 2. Bidders should themselves estimate the monthly average running of vehicle in terms of kilometer per route and submit their best rate on per kilometer basis.**
- 3. One Thousand Five Hundred kilometers running of each type of the hired vehicles is assured by the institute.**
- 4. If new routes / other requirements of vehicles are necessary for the institute, the rate/km quoted by the agency shall be applicable.**
- 5. The vehicle shall be parked within 06 kilometers from the pick-up points. The institute may permit the vehicles to be parked within the campus, if need be.**

Schedule of trips:-

Sl. No	Pick-up (Start)	Pick-ups enroute, via	Drop Point (End)	Starting Time	Destination Time
1	<u>Route – 1</u> Chattarpur Metro Station, New Delhi	Non-stop campus	THSTI & RCB, at-NCR-Biotech Science Cluster, 3 rd Milestone, Faridabad- Gurgaon Expressway, Faridabad-121001.	08:30 AM	09:00 AM
				RETURN TRIP	
				06:00 PM	06:30 PM
2	<u>Route – 2</u> Badarpur Metro Station, New Delhi	Mathura Road, NHPC Chowk, Badkhal Chowk, via: Badkhal Road, Ankhir Chowk, Gurgaon-Faridabad Road	THSTI & RCB, at-NCR-Biotech Science Cluster, 3 rd Milestone, Faridabad- Gurgaon Expressway, Faridabad-121001.	08.30 AM	09:00 AM
				RETURN TRIP	
				06:00 PM	06:30 PM
3	<u>Route – 3</u> THSTI (Hostel) 4500C, Sec-23 A, Palam Vihar, Gurgaon, near Palam Triangle (Mc Donalds)	Via: Shankar Chowk road, DLF Ph-3, Guru Dronacharya Metro -Gurgaon-Faridabad road	THSTI & RCB, at-NCR-Biotech Science Cluster, 3 rd Milestone, Faridabad- Gurgaon Expressway, Faridabad-121001.	07:45 AM	09:00 AM
				RETURN TRIP	
				06:15 PM	07:30 PM
4	<u>Route – 4</u> RCB (Hostel) 4657, Sec-23 A, Palam Vihar, Gurgaon, near Columbia Asia Hospital	Via: Atul Katariya chowk, Sikandarpur Metro, Gurgaon-Faridabad Road	THSTI & RCB, at-NCR-Biotech Science Cluster, 3 rd Milestone, Faridabad- Gurgaon Expressway, Faridabad-121001.	08:00 AM	09:15 AM
				RETURN TRIP	
				06:30 PM	07:45 PM

Note – The pick-up points / drop points / route and time may change in future.

D. TENDER IS REQUIRED TO BE SUBMITTED IN TWO BID SYSTEM

Part-I : TECHNICAL BID

The below mentioned particulars to be put in one envelope and superscribed as “**TECHNICAL BID**”:

- i. An envelope duly sealed, should contain Earnest Money Deposit (EMD) of Rs. 1,00,000.00/- (Rupees One Lakh Only) in the form of a demand draft drawn on an Indian scheduled Bank, payable at Gurgaon in favour of “ **Executive Director, Translational Health Science and Technology Institute**”. The EMD deposit of the unsuccessful bidders would however be returned once the tender is finalized.
- ii. Filled-up Technical bid format (Annexure - I) and supporting documents for eligibility criteria duly stamped and signed on each page as token of having excepted all the terms and conditions of THSTI.

Note:

1. **Offers without EMD shall be outrightly rejected.**
2. **The EMD of bidders already applied in response to tender document no. – THSTI / 6.6.8 / 2014 / 01 shall be adjusted in response to this tender and the bidders are not required to deposit the EMD once again.**

Part-II : FINANCIAL BID

An envelope duly sealed and superscribed as “**FINANCIAL BID**” should contain the filled-up Financial bid format (Annexure - II) and supporting documents for all financial aspects of the tender.

Part-I (Technical Bid & EMD) and **Part-II** (Financial Bid) should be placed in one envelope duly sealed and superscribed as “**TRANSPORT VEHICLES FOR THSTI & RCB AT - NCR-BIOTECH SCIENCE CLUSTER, 3rd MILESTONE, FARIDABAD-GURGAON EXPRESSWAY, FARIDABAD-121001**” and should be addressed to the **“Head-Administration, Translational Health Science and Technology Institute, 496, Udyog Vihar**

Phase-III, Gurgaon- 122016 ” and dropped in the tender box for the purpose kept at THSTI, 496, Udyog Vihar Phase-III, Gurgaon- 122016 by **06-02-2015** at **03:00 PM**.

The bids will be scrutinized based on eligibility criteria. The bidder quoting the lowest price per kilometer will be awarded the contract by taking the sum-total of rates quoted by bidder for the three types of vehicles. The decision of the technical evaluation committee and the competent authority will be final in all respects.

For example : (i) Rate for one Tempo-traveller (17 seater) = Rs. X per km.
(ii) Rate for one Tempo-traveller (26 seater) = Rs. Y per km.
(iii) Rate for one Bus (40 seater) = Rs. Z per km.

Total rate per kilometer = X + Y + Z => Criteria for deciding the L1 (Lowest Bidder)

(Rates will be exclusive of taxes. However, taxes should be quoted separately failing which it will be deemed to be included in the rates).

E. TERMS AND CONDITIONS

1. The transport vehicle/(s) should preferably be fitted with approved CNG kit and should have appropriate permit and approval of the Govt. authority to ply interstate.
2. Initially the contract will be valid for a period of one year which may be extended after completion of initial period of contract on satisfactory performance for a further period up to four years, in which increase based on the Wholesale Price Index rates may be considered for renewal of the contract for each year.
3. The THSTI reserves the right to obtain the service from other sources as well.
4. The successful bidders will have to deposit a Bank Guarantee for an amount of Rs. 1,00,000.00/- (Rupees One lakh Only) as performance guarantee and the same will be returned after successful completion of contract.
5. In case during the contract period, there is a change in prices of fuel, the above terms and conditions will remain the same including the rate/rates quoted by the tenderers.
6. THSTI reserves the right to cancel the contract at any time by giving a notice period of at least 45 days. The firm will not be entitled to claim any compensation against such termination. However, while terminating the contract, payment due, if any, to the firm for services already performed would be paid as per the contract terms.

7. The firm may discontinue the contract by giving a notice of at least 45 days in writing.
8. The vehicles should be in very good conditions and well maintained during the contract period and should not be more than two years old at the time of award of contract.
9. All expenses will have to be borne by the firm in case of breakdown for the vehicle supplied. Immediate replacement of the breakdown vehicle will have to be provided. In case of any breakdown, the firm should be able to provide another vehicle within 30 minutes.
10. The owner/senior representative of the firm should be available on his own direct telephone (office/residence) so as to respond to the call for vehicles in emergent cases. The Mobile number should also be given.
11. All the charges towards repair/servicing, salary of the driver, fuel expenses any other incidental expenses on operation & maintenance of the hired vehicle would be borne by the firm.
12. Actual parking charges/toll taxes/entry taxes/inter-state taxes for journeys/service taxes will be paid by the driver and will be reimbursed on presentation of original payment slip/bill. The bills raised by the firm should have all tax registration numbers printed on the bills.
13. The vehicles should be insured in all respect (including passenger insurance) by the firm. All liabilities arising out of any challan, loss, legal dispute, accidents, etc. shall be borne/paid by the firm and THSTI shall not be liable in any matter whatsoever.
14. No advance payment, in any case, would be made to the firm.
15. The agency will be required to submit the bill complete in all respect by 5th of following month duly certified by the authorized representative of the firm, on monthly basis. Payment shall be made by 15th of the following month. THSTI will not be responsible for delay in payment due to non-submission of bills on time.
16. The antecedents of drivers to be deployed should be properly verified (by Police authorities) and their details (names, addresses, telephone nos., photograph, copy of driving license etc.) will have to be provided to this office. Prior permission has to be obtained from this office before change of any driver.

17. The drivers should have valid driving license and the vehicle should be registered with the concerned authorities of Central/State Government. A certificate to this effect should be provided. The drivers of the vehicle provided must follow traffic rules and other regulations prescribed by the Government from time to time. The drivers must be dressed appropriately, proficient in speaking local language, well mannered, courteous with proven integrity, healthy personal habits and should always carry a mobile phone with him. Appropriate assistance(manpower) should be provided to the driver for his safe driving.
18. The vehicle and driver provided to THSTI shall not be changed except under compelling circumstances and after prior consent of the THSTI.
19. The vehicles should be fitted with original company fitted mileage meter for registering trip kilometers.
20. The vehicles should be GPRS enabled for real time tracking.
21. The firm shall not transfer, assign, pledge or sub-contract its service under any circumstances without written permission of the THSTI.
22. The requirement of vehicles mentioned in the schedule may be increased or reduced at the discretion of THSTI and no claim in this regard shall be entertained.
23. EMD may be forfeited in case of deviation from any of the condition specified in therein.
24. Penalty Clauses would be as under:-

S. No.	Problems	Penalty
1.	Late arrival a) Between 15-30 minutes b) Above 30 minutes c) Does not report for duty	a) Rs. 100.00 per instance b) Rs. 200.00 per instance c) Rs. 2000.00 per instance
		In all the above cases, the officer concerned, depending upon the urgency, can hire another suitable vehicle to reach the destination, payment of which shall be borne by the contractor.
2.	Attire/ turnout of the driver a) Inappropriate b) Very Inappropriate	a) Rs. 200.00 b) The driver with the vehicle will be sent back and a penalty of ` 300.00 will be imposed. Another suitable vehicle will be hired for the day and payment for the same will

		be borne by the contractor.
3.	Unclean vehicle or seat covers/ smell in the vehicle	Rs. 50.00 for the 1 st day, Rs. 200.00 per day for the 2 nd consecutive day and beyond
4.	AC not working, malfunctioning	The contractor to provide another vehicle in an hour's time or else the office can hire another suitable vehicle for the day, payment of which will be borne by the contractor.
5.	Breakdown enroute	Office to hire another suitable vehicle to reach the destination, payment to be borne by the contractor.
6.	Recurrent malfunctioning/ dissatisfactory vehicle condition	The vehicle will be returned. Another suitable vehicle will be hired, payment of which will be borne by the contractor along with a daily fine of ` 500.00, till such time a proper vehicle is provided.
7.	Driver's behavior	Rs. 250.00. If the misbehaviour continues then the driver will have to be changed by the contractor. If the contractor doesn't change the driver in 03 day's time, the vehicle will be sent back and another suitable vehicle will be hired, payment of which will be borne by the contractor, along with a fine of Rs. 200.00 daily.
9.	Driver found smoking/chewing tobacco, pan or under the influence of alcohol/drugs.	The driver has to be replaced along with a fine of Rs.500.00 for each incident.

25. Additional penalty can also be imposed if the contractor violates any of the terms and conditions of the contract.

26. The firm has to provide vehicle as per the schedule normally on all working days of the year excluding Sundays & govt. holidays. However, if required the firm has to provide vehicle/(s) on Sundays and holidays also. The daily record shall be maintained separately for each vehicle.

27. In the event of any dispute arising during the currency of the contract, the matter shall be referred to Executive Director, THSTI or his nominee to act as a Sole Arbitrator under the Arbitration & Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both parties.

28. Executive Director, THSTI reserves all the rights to accept/reject any or all of the tenders without assigning any reason(s) thereof.

29. The agency shall be required to start its services within a maximum of 30 days of time from the award of contract

F. FORCE MAJEURE

i. "Force Majeure" shall mean any event beyond the reasonable control of the Institute or the Bidder/ Agency, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

ii. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

iii. No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall

a. Constitute a default or breach of the Contract

b. Give rise to any claim for damages or additional cost or expense occasioned thereby

c. If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

iv. Notwithstanding clause (iii) above, Force Majeure shall not apply to any obligation of the Institute to make payments to the Agency herein.

G. JURISDICTION

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Faridabad and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

H. FALL CLAUSE

If at any time during the contract period, it is noticed or brought to the knowledge of the Institute that the contractor/bidder has reduced/proposed to reduce the rates for such outsourcing of Transport Services as are covered under this tender enquiry, to any organization (including any department of Govt. of NCT Delhi) at rate lower than the rates quoted under this contract, he shall forthwith reduce the rates payable under this tender for such services after the coming into force of such reduction, the rate of services shall stand correspondingly reduced. The Institute shall make payments based on such reduced rates only.

I. ARBITRATION

i. Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists.

ii. All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by the Executive Director, Translational Health Science and Technology Institute,, Gurgaon. The venue of Arbitration shall be Faridabad, India. The award of the arbitrator so appointed shall be final and binding on both the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

iii. Indian laws shall govern this contract.

iv. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract.

The venue of the arbitration shall be Faridabad, India.

Head-Administration

(M.V. Santo)

TECHNICAL INFORMATION AND UNDERTAKING

1	Name of the Firm	
2	Address of the Firm	
3	Contact person/(s)	
4	Telephone number/Mobile number	
5	Documentary evidence of Registration of the firm	
6	Summary of the fleet of vehicles with date of registration (Attach details)	
7	Annual turnover of 40 lacs in any of the last 03 financial years i.e. 2011-2012, 2012-2013 & 2013-2014 (Attach details of annual turnover of 03 years)	
8	Pan No. (Attach copy)	
9	Service Tax No. (Attach details)	
10	Experience as transport service provider (Attach details)	
11	EMD Details (Amount, DD No. and date)	

If any information given above is found false at any stage of assessment, the bid will be outrightly rejected. In such a case, the institutes reserve the right to black list the tenderer and forfeit the EMD.

(Signature of Tenderer with Stamp of the Firm)

Name of the Signatory:

Date :

Place :

FINANCIAL INFORMATION AND UNDERTAKING

- 1 Name of the Firm
- 2 Address of the Firm
- 3 Contact person/(s)
- 4 Telephone number / Mobile number
- 5 **Rates for providing vehicle/(s) on pick-up and drop basis**

Particulars	Rate per kilometer (for ONE vehicle only)
(a) Tempo-traveller (17 seater)	
	In words:
(b) Tempo-traveller (26 seater)	
	In words:
(c) Bus (40 seater)	
	In words:
Total rate per kilometer (a+b+c)	
	In words:

1. **The total rate per kilometer (a+b+c) will be the factor to decide the lowest bidder.**
2. **Service tax / tax if any to be clearly indicated.**
3. **The price quoted above shall be applicable for the period of one year and shall not be raised during the contract period of one year.**

(Signature of Tenderer with Stamp of the Firm)
Name of the Signatory:

Date :
Place :

