



बसु बिज्ञान मन्दिर

BOSE INSTITUTE

P-1/12, C.I.T. Scheme VII-M, Kolkata 700 054

BIDDING DOCUMENTS

For Tender Notice No.

BI/T/05/Vehicle/2017-18

To be addressed to:

The Sr. Prof. & Incharge, Registrar's Office,
Bose Institute, Centenary Building,
P-1/12, CIT Scheme - VII -M
Kolkata - 700 054 (INDIA)

Vehicle Tender Document/ BI

Tender Reference No. **BI/T/ 05 /vehicle/2017-2018**
dated 29th January, 2018

**TENDER FORM FOR
“EMPANELMENT OF AGENCIES FOR
SUPPLY OF COMMERCIAL (LMV)
VEHICLE SERVICES”**

BOSE INSTITUTE
93/1, Acharya Prafulla Chandra Road Kolkata – 700009
West Bengal, India

**TERMS & CONDITIONS
AND
GENERAL CONDITIONS**

BOSE INSTITUTE
Main Campus 93/1, Acharya Prafulla Chandra Road
Kolkata – 700009

Tender Notice No. BI/T/ 05 /vehicle/2017-2018 dated 29th January, 2018

NOTICE INVITING TENDER

Bose Institute, an Autonomous Scientific Research Institute funded by the Department of Science and Technology, Government of India, invites sealed offers in two bid system from reputed and experienced Travelling Agencies for empanelment of agencies for “Supply of Commercial Vehicles (LMVs)” on hiring basis for official use of Bose Institute.

A.1. Essential Qualification of the Bidder/Contractor

- (a) The bidder/contractor, in the stature of a private limited company or partnership firm or proprietorship firm (having at least 10 years of experience of providing commercial vehicles), must be able to deploy Light Motor Vehicles (LMVs) with drivers having excellent track record of providing such services in Government of India organisations, preferably in Kolkata for last 3 to 5 years.
- (b) LMVs for hire must have proper State Transport Department permits/licenses/registration or from any other competent state department offices, and such vehicles should not be of a make prior to 2013.
- (c) The contractor/bidder must provide self-attested copies of R.C Book as proof of holding ownership of vehicles in the name of their firms. Originals should be produced for verification at the time opening of technical bid. **At least a fleet of 10(ten) vehicles (LMVs) should be in the name of the agency participating in the tender. Up to date licenses of the commercial use of LMVs must be attached with the Tender document as proof.**
- (d) The Contractor/bidder should enclose self-attested photocopies of valid papers for all vehicles (LMVs) in connection with road tax payment, insurance, non-pollution certificate, commercial vehicle permit and other statutory and non-statutory requirements. Originals should be produced for verification.
- (e) The bidder/contractor must be in a position to provide/supply the vehicle (LMVs) for hiring immediately from the date of issue of the work order.
- (f) Registered Office/Principal Place of Business/Head Office of the bidder/contractor must be in Kolkata with 24 Hrs booking facility via Telephone, Mobile and Email.

- (g) The institute is empowered to return the vehicle (LMVs) if it is felt that it is not road worthy and no payment will be made by the Institute for the said supply of vehicle.
- (h) The bidder/contractor should submit copies of all drivers' police verification or police verification application submitted in respective police station along with technical bid.
- (i) The bidder/contractor should also submit a self certificate that he is not blacklisted/banned/delisted/Guilty by a Court of Law on the date of tender.
- (j) The bidder/contractor should have registration of all the vehicles under The Motor Vehicles Act, 1988 or any modifications thereafter.
- (k) The bidder/contractor must read the prescribed terms & conditions and accept the same to proceed further to submit the bids.
- (l) Bidder/contractor must unconditionally accept all terms & conditions stipulated in the original/downloaded tender document and submit the entire bidding document duly signed and stamped on each and every page.
- (m) In case the date of opening of tenders is declared a holiday for unexpected reasons, the tenders shall be opened at the same time on the next working day.
- (n) All documents submitted should be self-attested with seal of the bidder/contractor.
- (o) Even though the bidder/contractor meet the above qualifying criteria, they are subject to be disqualified if they have:
 - Record of poor performance such as abandoning the works,
 - not properly completing the contract
 - Inordinate delays in completion
 - litigation history or financial failures etc

Any information received against the bidder/contractor after signing of the agreement by the institute, the contract of the agency will be terminated without assigning any reasons thereof.

A.2. Details of the Bid Documents

A.2.1 Interested bidders are requested to download the prescribed tender documents and deposit/drop the same duly filled in on any working day.

Last date of submission :: 19th February, 2018 upto 1:00 p.m.

Date & Time for opening of bids :: 19th February, 2018 at 2.00 p.m.

Submission of Tender : Tender box at Administration
1st floor, centenary building
P-1/12 CIT Scheme VII-M, Kolkata 700054

Venue of Bid opening : Adjacent hall of the seminar room at annexe block,
centenary building, P-1/12, CIT Scheme VII-M,
Kolkata 700054

A.2.2. All tenders should be accompanied with an **Earnest Money Deposit (EMD) of Rs. 1,00,000/-** (Rupees One Lakh only), payable in the form of Demand Draft of any nationalised bank in favour of **Bose Institute** payable at **Kolkata**.

A.2.4 The validity of the tender will be 90 (ninety) days from the last date of submission.

A.2.5 Bose Institute reserves the right to reject any or all bids without assigning any reasons whatsoever. No correspondence will be entertained after submission of tender bid.

A.2.6 Any dispute which may arise will be a subject matter of arbitration at the first instance, the sole Arbitrator of which will be appointed by Director (Officiating), Bose Institute, upon receipt of a request for the same from any of the parties.

Sr. Prof. & Incharge,
Registrar's Office

**BOSE INSTITUTE
KOLKATA
CHECK LIST**

Tender Notice No. ::

Name of the Bidder ::

1	Whether tender is submitted in two bid form i.e. Technical bid and Price bid.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2	Whether all pages of the tender document are submitted.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3	Whether Technical and Price bids are separately sealed and marked accordingly.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4	Whether Bid Security (Earnest Money Deposit / EMD) is furnished.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
5	Whether Bid Security is enclosed with the technical bid.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6	Whether Bid Form in the official letter head is submitted.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
7	Whether Bid Security Form has been submitted.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
8	Whether details of minimum three similar orders executed in last 5 years as per " Annexure-I " have been submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO
9	Whether details of ongoing orders under execution as per " Annexure II " have been submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO
10	Whether details of Organisation as per " Annexure-III " have been submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO
11	Whether details of Vehicles as per " Annexure-IV " have been submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO

12	Whether Price Bid Form as per " Annexure-V " & " Annexure-VI " have been submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO
13	Whether signed and sealed Acceptance Form as per " Annexure-VII " has been submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO
14	Whether Certificate signed and sealed as per " Annexure-VIII " has been submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO
15	Whether Technical Bid Form as per B-I(Part-I) has been submitted along with EMD.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
16	Whether Performance certificates from the past and present organisation where services have been rendered by the bidder has been submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO
17	Whether Service support details form has been submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO
18	Whether the qualification requirement for submission of the tender has been examined, fulfilling and agrees with the terms and conditions.	<input type="checkbox"/> YES	<input type="checkbox"/> NO

* Pl put tick (✓) mark whichever is applicable

Date :

Signature of the bidder with seal
(Name and Designation of the Signatory
in Capital Letters)

BID SECURITY FORM

(to be submitted on the official letter head of the bidder)

**To
The Director
Bose Institute
P-1/12, CIT Scheme-VIIM
Kankurgachi (near E.S.I. Hospital)
Kolkata – 700054
(W.B.) India**

Dear Sir,

..... (Name and address of Bidder/contractor) (hereinafter called “the Bidder/contractor”) in response to Tender Notification No. ----- dated ----- is submitting its bid for providing “**Supply of Commercial Vehicles (LMVs)**” (Hereinafter called “the Bid”).

As stated in the tender notice, the bidder accepts to adhere to the following conditions:

1. If the Bidder/contractor withdraws it’s Bid during the period of bid validity specified by the Bidder/contractor,

2. If the Bidder/contractor, having been notified of the acceptance of its bid by the Institute during the period of bid validity fails or refuses to execute the Contract Form if required; or fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders/Contractors,

The EMD submitted with the Technical Bid will stand forfeited.

Signature of the Bidder/Contractor with date and seal
(Name and Designation of the Signatory
in Capital Letters)

Date:

Place:

Witness: (With name, address & phone number)

1.

2.

‘ANNEXURE-I’

DETAILS OF WORK ORDER FOR SIMILAR CONTRACT DURING 3/5 YEARS				
SL.NO	Name of Client with full address, telephone numbers and nature of work	Contract Details	Total Value of works completed	Period of Completion with dates (in months)

NOTE:

PARTICULARS OF CONTRACTS FOR GIVING VEHICLES ON HIRE EXECUTED WITH ORGANISATIONS/BODIES SIMILAR TO BOSE INSTITUTE DURING LAST 3/5 YEARS.

SIGNATURE OF BIDDER/CONTRACTOR
With Official Seal

‘ANNEXURE-II’

TOTAL NUMBER OF ONGOING CONTRACT IN HAND FOR SUCH WORKS			
SL.NO	Name of Client with full address, telephone number	Works Order details such as period, completion time etc.	Value of Works

SIGNATURE OF BIDDER/CONTRACTOR
With Official Seal

“ANNEXURE-V”

RATES FOR HIRING OF VEHICLES

A: DAILY BASIS

Make/Model	Charges for Local Journey (within Kolkata)		Charges for outstation journey (outside Kolkata but inside West Bengal)		Charges for outstation journey (outside West Bengal but within India)		Night halting charges (including Driver's fooding & lodging)	Airport Pickup/Dropping (including Fuel)
	Hiring charge (per day)	Mileage (Fuel per Km)	Hiring charge (per day)	Mileage (Fuel per Km)	Hiring charge (per day)	Mileage (Fuel per Km)		
Economy Cars								
Indigo or equivalent								
Swift Dzire								
Honda Amaze								
Toyota Etios								
Scorpio								
Tavera								
Ertiga								
Innova								
Xylo								
Honda City or equivalent								

The rates quoted shall be inclusive of all taxes, levies except Service Tax etc., nothing extra shall be applicable.

1. Rates should be quoted for A/C and non A/C vehicles separately.
2. Rates on fixed mileage of 2500kms/monthly basis and daily basis.
3. Parking charges and Border/Entry Tax will be paid additionally but only on Production of receipt.

SIGNATURE OF BIDDER/CONTRACTOR

**(PROP./Partner/Authorised Signatory)
Name & Address with Seal of the firm**

“ANNEXURE-VI”

RATES FOR HIRING OF VEHICLES

B: MONTHLY BASIS

Make/Model	Charges for Local and out station journey		Night charges for visit outside Kolkata and out station(including Fooding & Lodging of Driver)
	Hiring Charges (monthly) (in Rs.)	Mileage (Fuel per KM) (in Rs.)	
<u>Economy Cars</u> Indigo or equivalent			
Swift Dzire			
Honda Amaze			
Toyota Etios			
Scorpio,			
Tavera			
Ertiga			
Innova			
Xylo			
Honda City or equivalent			

The rates quoted shall be inclusive of all taxes, levies except Service Tax etc., nothing extra shall be applicable.

1. Rates should be quoted for A/C and non A/C vehicles separately.
2. Rates on fixed mileage of 2500kms/monthly basis and daily basis
3. Parking charges and Border/Entry Tax will be paid additionally but only on Production of receipt.

SIGNATURE OF BIDDER/CONTRACTOR
(PROP./PARTNER/Authorised Signatory)
Name & Address with Seal of the Firm

“ANNEXURE-VII”

ACCEPTANCE FORM

(To be submitted in the letter PAD of the firm indicating full name and address, telephone & fax numbers etc.)

From

To,
The Director
Bose Institute
P-1/12, CIT Scheme-VIIM
Kankurgachi (near E.S.I. Hospital)
Kolkata – 700054
(W.B.) India

Dear Sir,

I/We hereby offer to provide vehicles based on the requests received from Bose Institute or such portion thereof as you may specify in the acceptance of Bid at the price give in the price bid and agree to hold this offer open for **ONE YEAR** from the date of bid opening prescribed by the Purchaser. I/We have understood the terms and conditions mentioned in the invitation for bid and conditions of contract furnished by you and have thoroughly examined the specifications/requirements quoted in the bid document hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

The following pages have been added to and form part of this bid.

Yours Faithfully,

SIGNATURE OF THE BIDDER/CONTRATOR WITH SEAL

“ANNEXURE-VIII”

CERTIFICATE

I/we hereby certify that the information given with this bidding document is correct. If, at any stage, it is found to be incorrect, I/we understand that the contract will be liable to be terminated and action could be taken against me/us by the Company for damages.

SIGNATURE(S) OF BIDDER/CONTRACTOR WITH SEAL

(To be submitted in the letter pad of the firm indicating full name and address, telephone % fax numbers etc.)

INSTRUCTION TO BIDDER

B.1. Submission of Bid:-

- B.1.1. Complete set of BID Document is to be downloaded from the Institute's website and shall be prepared by typing or printing with indelible black ink. The tender in original form only shall be submitted by the bidder/contractor.
- B.1.2. Bidder/Contractor is advised to submit the BID strictly in accordance with the terms and conditions and specifications contained in the BID DOCUMENT. Institute reserves the right to reject any BID containing deviations to the terms, conditions and requirements stipulated in the BID document without assigning any reasons whatsoever.
- 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 superscribed with the words '**Part I: Technical Bid**' and '**Part II: Price Bid**', whichever is applicable. Both the parts should be put in one single envelope and should be properly sealed. The large sealed envelope should be superscribed with the words "**Quotation for "SUPPLY OF COMMERCIAL VEHICLE (LMVs)" services at Bose Institute**" and tender reference number should be mentioned on it. The full name, postal address and telephone number, Fax number (if available) of the Bidder/Contractor shall be written on the bottom left hand corner of the sealed cover.

Part- I

TECHNICAL BID FORM

Tender Notice No. BI/T/ /Vehicle/2017-2018 dated

Name and Address of Bidder ::

a)	Details of DD for Rs. 1.00 Lakh (Rupees One Lakh) only towards Earnest Money Deposit (EMD).
b)	Acceptance of confirmation to the bid evaluation criteria.
c)	Details of past assignments with copy of Work Order.
d)	Details of present assignments with proof certificates.
e)	Performance certificates from the past and present Principal employers.
f)	Company profile
h)	Documents related to Trade License, registration in accordance with The Motor Vehicles Act, 1988, IT PAN, Professional Tax Registration, GST Registration etc.

i)	Audited financial statement for last 3 years (2014-2015, 2015-2016 and 2016-2017).
j)	PAN Reference, TAN Reference.
k)	Copies of last 03 years Income Tax return filed with the Income Tax authorities.
l)	Additional documents, if any.

- *All supporting documents pertaining to Part 1 of B.1 should be submitted along with Technical Bid. Documents submitted in Technical Bid as mentioned above should be properly flagged/marked.*

Signature of the Bidder with date and seal
(Name and Designation of the Signatory
in Capital Letters

PART – II: Price Bid, shall contain the Price Bid at **Annexure V & VI**.

B.1.4 The bidder/contractor has the option of sending the BID by registered post, or submitting the BID in person in the drop box, so as to be delivered on or before the date and time set out for the same. **Bids submitted by FAX or e-mail will not be accepted.** The Institute will not be responsible for the loss of BID or delay in postal transit. **No bids will be entertained after the day and time set by the Institute.**

B. 2. BIDS

B.2.1. Signature on BID(s)

- i. The BID must contain the name, address of the place of business of the person or persons submitting the BID and must be signed and sealed by the bidder/contractor 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. No page should be removed/ detached from this tender document.
- 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/contractor should be furnished.
- v. The bidder's/contractor's name stated in the BID shall be exact legal name of the firm / company / corporation etc. as registered or incorporated.

B.2.2 Correction in BID

All changes / alteration / corrections in the BID shall be signed with date in full by the person or persons signing the BID. **No erasing and / or overwriting are allowed.**

B.3. Transfer of BID documents / BIDS

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

B.4. Earnest Money Deposit (EMD)

Each BID must accompany EMD in the form of Demand Draft of Rs. 1,00,000/- (Rupees One Lakh only) issued by a Nationalised Bank in favour of **Bose Institute** payable at **Kolkata** shall be submitted with the 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/contractors shall be refunded only after the contract has been awarded to the successful bidder/contractor. No interest shall be paid on the EMD.

B.5. Validity of BID

Bid submitted by bidder/contractor shall remain valid for acceptance for a period of 90 (Ninety) days from the last date of submission of bid. Bidders/contractors shall not be entitled during the said ninety (90) days' period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing of the Institute. In the event of the bidder/contractor revoking the BID or varying any term in regard thereof the **bidder's/contractor's EMD shall be forfeited** and BID will be cancelled.

B.6. Right of Institute to accept or reject the BIDs

The right to accept the BID in full or in part shall rest with the Institute. **However, Institute does not bind itself to accept the lowest BID and reserves 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 conditions 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.7. Performance Verification

The Institute reserves the right to verify performance of the bidder/contractor in organisation(s) where they are currently employed. The decision of the Competent Authority will be final regarding the evaluation of performance and consideration of bid.

B.8. Signing of the Contract

The successful bidder/contractor shall be required to execute the Draft **Contract Agreement** on a non-judicial stamp paper of Rs.50/- (Rupees Fifty only) within fifteen (15) days of the issue of the **Letter of acceptance of BID**. In the event of failure on the part of the successful bidder/contractor to sign the **Contract** within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled. Cost of the stamp paper shall be borne by the bidder/contractor.

B.9. Performance Security

The successful bidder/contractor with whom the Institute will enter into agreement for supply of vehicles(LMVs) shall submit Performance Security deposit of Rs.5,00,000/- (Rupees Five lakh Only) in the form of Demand Draft or Bank Guarantee issued by any Public Sector Banks in favour of Bose Institute till the end of the contract period.

B.10. Disclosure of relatives employed in Bose Institute.

DEFINITION OF TERMS

In this contract (as hereinafter defined) the following words and expressions shall have meaning hereby assigned to them, except where the context otherwise requires.

- C.1** The 'Institute' shall mean Bose Institute, with its premises located at 93/1, Acharya Prafulla Chandra Road, Kolkata – 700009 and shall include its authorized representatives, successors and assignees.
- C.2** The 'CONTRACTOR'/'AGENCY' shall mean the person or persons, firm or company or corporation or consortium of firms or companies, whose BID has been accepted by the Institute and includes the Agency/Contractor's legal representative, his/her successors and permitted assignees.
- C.3** The 'BID/TENDER' shall mean the proposal/offer along with supporting documents, submitted by the Bidder/Agency for consideration by the Institute.
- C.4** The "BID/TENDER DOCUMENT" shall mean the documents issued by the Institute to prospective Bidders/Agency, containing various terms & conditions, scope of work, any requirements etc. or generally laid and in various sections spelling out the basis, procedure, modes, methods and formalities for the Bidder/Agency to prepare their BIDS, for submission to the Institute. The BID documents shall include the invitation to BID, instructions, proposal forms and all agenda /corrigenda /amendments issued by the Institute.
- C.5** The 'LETTER OF ACCEPTANCE OF BID' shall mean an official invitation from the Institute to successful Bidder/Agency to the effect that his/their BID has been accepted in accordance with the provisions contained therein.
- C.6** The 'WORK' shall mean and include all works to be executed, all items and things to be provided /done and service and activities to be performed by the CONTRACTOR/AGENCY in accordance with the contract.
- C.7** The 'CONTRACT' shall mean the agreement between the Institute and the CONTRACTOR/AGENCY, duly signed by the parties to the Agreement, through their authorized representatives, for the execution of the work included in the BID DOCUMENT, LETTER OF ACCEPTANCE of BID, agreed variations to the BID DOCUMENTS if any. SCHEDULE OF RATES and other relevant documents submitted by the Contractor/Bidder and as accepted by the Institute.
- C.8** The 'MONTH' shall mean the Calendar month according to the Christian calendar. 'DAY' unless herein expressly defined otherwise, shall mean Christian calendar day of 24 hours.

GENERAL TERMS & CONDITIONS

1. Cost of Bid Document: Tender documents are available free of cost at Bose Institute website <http://www.boseinst.ernet.in> as well as in central public procurement portal. Interested and eligible bidders may download the same directly from the website. No tender document will be issued from the Institute.
2. Tenderers must provide their rates strictly as per our requirements mentioned in Annexure V & VI of the tender documents.
3. Tenderers should submit in their offers the latest tax registrations, PAN with necessary documents regarding the proof of their experience as mentioned against point 3 of the terms & conditions of Tender document.
4. The service provider must be able to provide sufficient types of vehicles viz. Indigo Swift Dzire, SX4, Innova , XYLO, Travera/scorpio , Honda City and other comparable vehicles having valid permits, blue book, insurance etc as per the requirement of the Institute.
5. The service provider should provide the list of the vehicles owned by them in their name/agency and their valid permit, blue book, Insurance etc. with the bid documents.
6. Incomplete or conditional tender will be summarily rejected.
7. All vehicles provided by the contractor/bidder should have valid commercial permits to travel locally and any part of West Bengal.
8. All vehicles should be in good running condition with upholstery etc. in proper shape.
9. The driver deployed should have a valid driving licence, which should be produced by him as and when demanded by traffic personnel. Renewal of his driving licence from time to time will be the responsibility of the contractor/bidder.
10. The drivers deployed should have good moral character and reasonable experience of driving and should be able to converse in Bengali as well as in Hindi. He should be able to attend to minor repairs of vehicles while on route, in case of need. In case of outstation tours , drivers should carry sufficient cash/fuel card etc., so that in any case the officials using the cars need not to pay for any amount towards fuel charges/toll charges, etc
11. The driver must report for duty at specified place at the specified time in clean uniform. He should maintain a proper record of mileage at the duty slip and get the same authenticated by the user officer/staff. The driver should maintain duty slips with complete details of kms. travelled/time of releasing etc. duly authenticated by the officer using the service. Besides he should be polite, courteous and service oriented at all times. He should provide his mobile number to the officials on demand.

12. All the papers viz. insurance, registration, road tax, pollution certificate, valid license, etc. related to each vehicle should be readily available in each of the vehicles with drivers of the hired vehicle.
13. The contractor/bidder shall provide vehicle on written or verbal instructions over phone within the time specified therein. The contractor/bidder shall also be required to provide vehicle/car at short notice from the Institute (say within an hour in case of emergency). In case the contractor/bidder fails to provide car against the request of the authorised persons either verbal over phone or written of the Institute in considerable nos. of occasions or if it is felt by the Institute authority that the agency is reluctant to provide the hired car against the request, then the Institute authority shall be free to terminate the contract.
14. The persons engaged by the contractor/bidder will be the employees of the Contractor/Bidder and neither the Contractor/Bidder nor the labourers shall have any right to claim in any subject to the Institute.
15. The drivers/employees engaged by the contractor/bidder shall abide by the instructions provided by the security officers/guards of the Institute and vehicles/persons will have to undergo security check as and when required.
16. The contractor/bidder shall arrange to obtain police verification certificate regarding the antecedents of the persons engaged by them.
17. The rates offered by the Tenderers will remain valid for a period of one (01) year. The same may be reviewed at the time of renewal of the contract subject to satisfactory performance.
18. The contractor/bidder should ensure that the cars provided on hire should not be more than 5 years old and should be Euro/Bharat stage IV compliant under pollution control.
19. The contractor/bidder should convey without fail the car details i.e. car make & colour, car registration No., driver's name and his mobile number to officials of Car Desk and to the user of the car through telephone and SMS.
20. The driver must always be available with the car once he has reported to the user/guest of the Institute and until its release by the user.
21. The driver must carry a placard depicting particulars of the arriving guest / officer of the Institute at the Airport/ Railway Station, etc including flight/train number etc. The contractor will ensure that there should be no deficiency of service on the part of drivers.
22. The contractor or its agents/ employees / drivers committing any breach of terms and conditions mentioned in the agreement and / or rendering unsatisfactory services in the opinion of the Institute shall be liable for termination of the contract.

23. Punctuality and quality of service will be the essence of the contract. Therefore, the renewal of the contract will be subject to punctuality and satisfactory performance by the contractor/bidder.
24. The rates quoted shall be deemed to have included of all applicable taxes. If the Tenderers fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Institute.
25. Terms of Payment: Contractors are expected to submit their bills regularly on monthly basis. Except under cases of circumstances beyond the control of the Institute, the payment of bills will be made within fifteen (15) working days and not later than forty five (45) days of production of bills provided bills are in order. Payments will be made through electronic mode. The empanelled contractor/s should furnish mandate/s for ECS/NEFT. No advance payment will be made.
26. Any dispute which may arise will be a subject matter of arbitration at the first instance, the sole Arbitrator of which will be appointed by Director (Officiating), Bose Institute, upon receipt of a request for the same from any of the parties.
27. In case the contractor is not able to provide the category of car for which booking has been made by the Institute, he has to provide higher category of vehicle. However, payment will be made for the category of vehicle booked by the Institute.
28. The Institute will not be responsible for any loss/damage/accident occurs by the hired vehicle and no claim will be entertained for the Incident. All the claims related to the loss/damage/accident will have to be borne by the contractor.
29. Tendering firm/company should have registered office at Kolkata.
30. In case a vehicle is requisitioned and the same does not reach at the appointed time and juncture, the Institute will be free to call another vehicle from the open market and the expenses on this account will be deducted from the pending Bills/Security etc. Besides, a penalty of Rs. 500/- (Rupees Five Hundred Only) would be imposed for every such lapse.
31. All expenses will have to be borne by the firm in case of breakdown of the vehicle supplied. Immediate replacement of the breakdown vehicle will have to be provided.
32. The owner/firm should be available round the clock on his own direct telephone (office as well as residence) so as to respond to the call for vehicle in emergent cases. The Mobile Number must also be given. The firm should be able to provide vehicles on holidays or Sundays also.
33. The contract may be terminated at any time by the Institute or Contractor giving one (01) month notice to other end without assigning any reason thereof.

34. The bid validity period is 90(Ninety) days from the date of opening of the bids.
35. If the bidder has any direct or indirect relation with Bose Institute regular Employee or employees then declaration must be given to the Institute before submission of the bid documents. In that case Institute authority reserves the right to either accept or reject the bid documents without showing any reason thereof.
36. The authorized person of the vendor or the driver of the hired vehicle will inform the Transport In-charge before taking release from the duty. If he fails to do the same then the bill for that particular date will not be entertained.
37. The successful Tenderers shall execute an agreement with the Institute on Non-Judicial stamp paper within one month from the date of acceptance of Work order. The Non-judicial stamp paper of Rs.50.00 will have to be borne by the vendor.
38. The initial contract will be for one(01) year and if it is found that the performance is satisfactory then it may be extended for further one(01) year only. No further extension will be done.

(Prof. S.R. Sikdar)
Sr. Prof. & In-charge,
Registrar's Office

PERFORMANCE SECURITY FORM

(To be executed by a scheduled Bank in India on non-judicial stamp paper)

To
The Director,
Bose Institute,
P-1/12, CIT Scheme-VII/M,
Kolkata - 700054 (W.B.) India

Dear Sir,

Sub: Your Contract No. -----dated -----for

1. You have entered into a contract with reference no as given above with _____ (herein after referred to as the contractor) for the supply, installation, and commissioning of _____ (herein after referred to as stores) for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract, the contractor has undertaken to produce a bank guarantee for Rs. _____ (Rupees _____ only) being 10 % of the total value of the said stores supplied to you, for the due fulfilment of its obligations to you for due performance as per the contract during warranty period.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligator on behalf of the contractor that in the event you submit a written demand to us that the contractor has not performed according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the contractor any sum up to a maximum amount of Rs _____ (Rupees _____ only).Your demand shall be conclusive evidence to us that such payment is due under the terms of the said contract. Payment by us to you will be made within thirty (30) days from receipt of your request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the contractor and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.
5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs _____ (Rupees _____ only) and the guarantee shall remain in force up to and including the _____ day of being reported to us by you and returned to us duly discharged.

- 6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharged from the liabilities hereunder.

- 7. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.

Date: Signature.....

Place: Seal of Bankers

(Complete Address/Contact Details with Tel./Fax/email etc)

Witness:

1.

2.