

**RAJENDRA MEMORIAL RESEARCH INSTITUTE OF MEDICAL SCIENCES,
(INDIAN COUNCIL OF MEDICAL RESEARCH)
AGAMKUAN, PATNA-800 007, BIHAR.**

BID DOCUMENT

**Tender for hiring of AC vehicles on monthly basis, AC/ Non-AC vehicles on daily basis and AC vehicles on as and when required basis (outstation) at ICMR-Rajendra Memorial Research Institute of Medical Sciences, Agamkuan, Patna-800 007, Bihar.
Phone : 0612-2635570, 2630095**

(Visit us at www.rmrims.org)

(Tender No. RMRIMS/Vehicle/1/2020-2021)

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Section-I

**RAJENDRA MEMORIAL RESEARCH INSTITUTE OF MEDICAL SCIENCES,
(Indian Council Of Medical Research)
Agamkuan, Patna-800 007, Bihar.**

TENDER NOTICE

Sealed tenders are invited under two bid systems for hiring of AC vehicles on monthly basis and AC/ Non-AC vehicles on daily basis at Rajendra Memorial Research institute of Medical Sciences (ICMR), Patna.

SCHEDULE		
S.No.	Activity Description	Schedule
1.	Tender No	No. RMRIMS/Vehicle/1/2020-2021.
2.	Sale of Tender Document	16 th October, 2020 to 10 th November, 2020. Tender document can downloaded from our website www.rmrims.org
3.	Time and last date of depositing Tender / Bid	18 th November, 2020 upto 5 pm. at dispatch section of RMRIMS.
4.	Time and Date of Opening of Technical Bid	23 rd November at 3 pm.
5.	Time and Date of Opening of Financial Bid	The Financial bid will be opened after evaluation of technical bid, which will be announced later.
6.	Minimum Validity of tender offer	90 days from the date of Opening of tender.
7.	Services to be offered	(A). Hiring of AC vehicles on monthly basis / (B). Hiring of AC/ Non-AC vehicles on daily basis. (C). Hiring of AC vehicle on as and when required for Outstation basis
8.	Estimated cost of tender	Rs. 20,00,000/-
9.	Amount of earnest money to be Deposited	Rs. 50,000/-
10.	Duration of contract	One year from the date of award of contract. However, the same may be further extended on yearly basis on same terms & conditions, subject to satisfactory performance during the initial contract period of maximum 3 years.
11.	Cost of Tender Document	Rs. 500/-

**I/C SR. ADMINISTRATIVE OFFICER
RMRIMS (ICMR), PATNA**

Section II

**BID FORM
(Technical Bid Envelope)**

To

The Director/Director-in-Charge,
Rajendra Memorial Research institute of Medical Sciences,
(Indian Council of Medical Research)
Agamkuan, Patna-800 007.

Dear Sir,

1. Having read and understood the conditions of contract and services to be provided, including addenda Nosthe receipt of which is hereby duly acknowledged, we, undersigned, offer to provide commercial vehicle in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum as mentioned in TENDER document for due performance of the Contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of2019.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address

Signature

Section III

INSTRUCTIONS TO BIDDERS

1. Sealed tenders are invited under two bid system from the reputed transporters / agencies for the following vehicle required at Rajendra Memorial Research institute of Medical Sciences (ICMR), Patna:
 - i. Hiring of AC vehicles on monthly basis.
 - ii. Hiring of AC/Non-AC vehicles on daily basis.
 - iii. Hiring of AC vehicles on as and when required basis (outstation)
2. The firms fulfilling the following criteria, may deposit their bids super scribed as “Hiring of AC vehicles on monthly basis, AC/Non-AC vehicles on daily basis and AC vehicles on as and when required basis (outstation)” and address it to **Rajendra Memorial Research institute of Medical Sciences, (ICMR), Agamkuan, Patna-800 007** and submit sealed envelope of bid direct at dispatch section of RMRIMS, Agamkuan, Patna on or before 18th November, 2020 till 5 pm.
3. The technical/commercial tender in two separate sealed covers with technical bid marked clearly as “Technical Bid” and financial proposal marked as “Financial Bid”. Both sealed envelope should be put in a third sealed envelope and should be superscribed “Tender for hiring of AC/Non-AC Vehicles”. Sealed tenders be addressed to the Director-in-Charge, RMRIMS, Agamkuan, Patna-800 007. Bidders have to submit sealed envelopes of bid direct to dispatch section of RMRIMS, Agamkuan, Patna.
4. RMRIMS, Patna will not be responsible for any delay or loss of document in transit due to any reason.
5. Tender should be submitted in the prescribed Tender Document may be downloaded from RMRIMS website www.rmrims.org.
6. Preference will be given to the firms / agencies located in Patna within 20 kms. radius from RMRIMS, Patna office.

DUE DATE & TIME: Tender document can be downloaded from institute’s website. The sealed tenders should submitted at the office of the Director/Director-in-Charge, RMRIMS, Patna on or before the date as mentioned in the tender notice. The tenders received after due date and time or unsealed or incomplete or sent through postal dept. or electronic mail will be summarily rejected.

The details of tender for hiring of AC vehicles on monthly basis and AC/ Non-AC vehicles on daily basis at Rajendra Memorial Research institute of Medical Sciences (ICMR), Patna is as given below.

Sl. No.	Tender details	Tender Fee
1.	Hiring of vehicles i. AC vehicles on monthly basis (i.e Logan, Swift D'zire, Etios) ii. AC/Non AC vehicles on daily basis • Tata Indica, i10, i20 or equivalent • Indigo, swift, D'zire, Etios, SX-4 or equivalent • Innova, Tata Sumo, Bolero, Tavera or equivalent iii. AC vehicles on as and when required basis (outstation)	Rs. 500/-

TWO BID SYSTEM: The bid should be submitted in a sealed cover in two parts as under

- I. Technical Bid
- II. Financial Bid
- III. Agreement
- IV. Dispute

I. TECHNICAL BID: Envelope should have subscribed "Technical Bid for hiring of AC vehicles on monthly basis, AC/ Non-AC vehicles on daily basis and AC vehicles on as and when required basis (outstation)" and it should contain the following.

- **TENDER FEE**

The cost of tender document is Rs.500/- (Rupees Five Hundred Only) (Non - refundable). Cost of tender document will be in shape of Demand Draft Payable in favour of "The Director/Director-in-charge, RMRIMS payable at Patna". The Demand Draft will be attached with Technical Bid. The Tender Document is not transferable to any other bidder. Bidders are requested to write their name and full address at the back of the Demand Draft.

- **EARNEST MONEY DEPOSIT**

An Earnest Money Deposit of Rs. 50,000/- (Rupees fifty thousand only) in the form of demand draft drawn in favor of Director/Director-in-Charge, RMRIMS Patna may be submitted, failing which their bids will not be considered valid. The Earnest Money Deposit shall be forfeited if the successful bidder withdraws his offer in due course. The amount will be refunded to unsuccessful bidder without any interest after completion of the tender process. The EMD should remain valid for a period of 90 days after the date of opening of bids.

- All details as mentioned in Section VI(*Proforma for Technical Bid*)

NOTE:

The Committee constituted by the Director/Director-in-Charge will technically evaluate the contents as per Section-VI, those technically qualified will only be considered for price evaluation (Financial bid). Price should not be quoted with technical bid; otherwise the tender will be rejected without any correspondence.

Decision of the Director/Director-in-Charge, RMRIMS, Patna on the eligibility for qualifying technical bids shall be final and no representation shall be considered in this regard.

II. FINANCIAL BID

The second envelope should have subscribed "Financial bid for hiring of AC vehicles on monthly basis, AC/ Non-AC vehicles on daily basis and AC vehicles on as and when required basis" and it should contain the rates etc. as per Section VII Part-1 for AC vehicles on monthly basis, Part-2 (A) for AC vehicles on daily basis and Part-2 (B) for Non-AC vehicles on daily basis. Applicable taxes, if any, may be shown separately below and should not be included in the rates under any circumstances. The rates should be indicated clearly both in figures and in words. If there is variation between the rates in Figures and words, the lower rate will be taken for evaluation.

The rates quoted shall be fixed during the contract period, irrespective of the increase in fuel rates, if any, occurring during the contract period. All repairs and maintenance, running costs, fuel, lubricants, salaries of drivers, taxes, etc. necessary for the running & maintenance of vehicle will be borne by the contractor.

III. AGREEMENT

- (i) The Agency will have to enter into written Agreement **with RMRIMS within 15 days** of intimation of acceptance of approved rates. It after the award of the contract the bidder does not sign the **Agreement within 15 days** or fail to furnish the performance **Bank Guarantee within 7 days** from the date of receipt of LOI/work order, RMRIMS reserves the right to cancel the contract and apply all remedies available under the terms & condition of this contract.
- (ii) In case the agency fails to execute the job after signing the Agreement deed or leave the job before completion of the period of contract at their own accord, the Director, RMRIMS shall have the right to forfeit the security deposited by the agency.
- (iii) Stamp Duty: Contract agreement with the RMRIMS shall be executed on a non judicial stamp paper of Rs. 1,000/- (Rupees One Thousand only). Expenditure to be incurred on execution of agreement shall be borne by the successful tenderer.
- (iv) RMRIMS shall not accept any claim in the event of any deployed manpower sustaining any injury, damage or loss to either person or property either inside or outside RMRIMS premises. If any person engaged by the contractor is injured or rendered partially/ permanently disabled/ indisposed due to any reasons such as disease, accident, fire etc. during the working hour, it shall be the sole responsibility of the Agency to take care of laws including all medical expenses, legal expenses etc. and RMRIMS does not hold any responsibility in this regard what so ever.

IV. DISPUTE

- (i) If any dispute or difference arises between the parties relating or concerning or to interpretation of the contract or any alleged breach thereof or any matter relating to the contract, the same shall be settled by the parties as far as possible by mutual discussion and consultation between themselves, whether the same has arisen during the subsistence of the contract or thereafter.
- (ii) In the event of any dispute or differences arising in connection with this contract/ tender, whether during the subsistence of the contract or there after not being settled in aforesaid manner, the matter shall be referred to the Director RMRIMS, Patna or his nominee not below the rank of Deputy Director for arbitration whose decision shall be final and binding on both parties. Proceeding before the arbitrator would be governed by the provision of the ARBITRATION AND CONCILIATION ACT, 1996.
- (iii) The courts of Patna shall have exclusive jurisdiction in all matters arising out of Tender.

General Terms & Conditions bidder should satisfy are as mentioned below:

1. The tenderer should have a registered established car rental / travel agency firm having sufficient number of latest models of vehicles for hiring. The vehicle provided should not be below than 2017 models.
2. All vehicles should be registered under tourist taxi permit and should be kept neat and clean, also should be in good and sound condition mechanically. Vehicle should report for duty with sufficient fuel for the day's duty (Say a Minimum 20 Ltrs).
3. Punctuality will have to be ensured and log books shall be maintained by the drivers for this purpose.
4. The accident risks for drivers and vehicles be covered by comprehensive insurance and RMRIMS, Patna shall not take any liability on this account.
5. The vehicles deployed by the agency should be registered in the name of agency only and another vehicle hired by the agency from open market will not be accepted in the normal course.
6. Change in deployment of vehicles or drivers shall be allowed only in exceptional circumstances and only with prior information/approval of Director/Director-in-Charge.
7. The rates for hiring would be applicable for maximum period of three years. Initially contract will be awarded for approved rates for one year and on satisfactory performance contract may be extended for further period.
8. The rates approved through the bid will be effective from the date of the approval of bid which can be extended on yearly basis at the discretion of Director/Director-in-Charge RMRIMS, Patna.
9. The contractor must also ensure that all the necessary documents (Registration certificate, Insurance papers, PUC certificate etc.) are available with the driver deployed for duty for the RMRIMS.
10. TDS will be deducted as per the rates prevailing at the time of providing the service.
11. The driver provided by the contractor should fulfill the following conditions:
 - a. Should be in possession of valid commercial driving license issued by RTO for the class of vehicle he is driving.
 - b. Should wear uniform which should be properly washed and ironed.
 - c. Should not smoke; chew Pan/Pan masala /Tobacco inside the car both while driving and otherwise.
 - d. Should not indulge in any activity inimical to security of the officers traveling in his car.
 - g. Should be in possession of Mobile phone with valid connection.
12. The names of addresses of the drivers should also be furnished beforehand to the vehicle incharge RMRIMS, Patna.
13. Submission of bills and payments:
 - (a) The payment will be made on monthly basis on submission of bills duly supported by duty slip/log sheet duly signed by concerned officer.

(b) No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

(c) The contractor should submit details of his Bank Account for making payments through PFMS.

(d) No night charges will be payable for Local or outstation duties.

14. The tender process or contract can be terminated at any time without any notice at the discretion of the Director/Director-in-Charge, RMRIMS, Patna.
15. The Director/Director-in-Charge, RMRIMS, Patna reserves the right to reject tender without assigning any reason whatsoever.
16. The vehicle should be with standard seats, which should be agreed with seating capacity as the RC book and other relevant documents.
17. All expenditure in connection with Petrol/ Diesel/ CNG, Pollution check, maintenance of vehicle, road taxes, insurance and any other incidental expenditure shall be borne by the service provider.
18. The vehicle must be made available at any given time and day as desired by this office.
19. In case of break down or disruption due to any other reason, the vehicle shall be replaced by a substitute vehicle & driver immediately so that there shall be no loss of time.
20. The firm should have valid service tax/ GST/ TIN / PAN Numbers etc.
21. Toll fees and parking charges shall be reimbursed by this office against the production of proper bills.
22. The rates quoted should specifically mention the Service Tax/GST component. No Service Tax will be paid if the operator fails to provide proof of valid Service Tax registration.
23. The rates once quoted should not be altered for any reasons.
24. Driver sent with the vehicle must have negative test report of COVID-19. In course of rendering service if any driver is tested positive, then the agency have to change the driver immediately.
25. Agency have to submit copy of AADHAR of every driver deployed at RMRIMS.
26. Right to vary quantities: RMRIMS reserves the right at the time of award of contract to increase or decrease up to 25% of the required quantity of (rounded to next whole number) services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions. Decision of Director/Director-in-Charge RMRIMS shall be final on this regard.
27. Period of validity of bids
 - (i) The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by RMRIMS as non-responsive.
 - (ii) A bidder accepting the request of RMRIMS for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

SECTION –IV
(Technical Bid Envelope)

CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM THE
RMRIMS, PATNA WEBSITE.

In case the tender document is downloaded from the website a declaration in the following Performa has to be furnished.

"I..... (Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.Rmrims.org and no additional/deletion/ correction has been made in the Performa downloaded. I also declare that I have enclosed a DD/Bankers Cheque No.....Datedfor Rs. 500/- towards the cost of tender document along with technical bid".

In case at any stage, it is found that the information given above is false / incorrect, RMRIMS, Patna shall have the absolute right to take any action as deemed fit/without any prior intimation.

**SIGNATURE OF THE
BIDDER WITH SEAL**

SECTION V

SERVICES TO BE PROVIDED

- 1 Service** Provision of commercial vehicles with licensed drivers, registered Commercial vehicles on Hiring basis for running in Bihar State. Vehicles upkeep shall be in good condition along with neat and clean seat covers all the time while on duty.
- 2 Period of Contract** Under normal circumstances the contract shall be valid for a period of one-year from the date of issue of work order. However, contract may be extended for further period up to one year on the same rate, terms and conditions if the service is found satisfactory.
- 3 Quantity** Estimated number of vehicles to be hired on monthly basis is one, however it should be clearly noted that RMRIMS, Patna shall place the order only as per the actual requirement from time to time. Vehicles may be hired on daily basis also as per requirement.
- 4 Duty hrs.** 12 hours per day on all days of month. However, actual duty hours shall be specified by actual users of vehicles.
- 5 Notice Period** I) For regular requirements one day in advance.
II) Telephonic intimation shall be considered as notice.
- 6 Counting of Distance** From garage to garage but chargeable distance in this respect shall not be more than 5km in both ways.
- 7 Accuracy of Meters** The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
- 8 Penalties** I) In case of break down, vehicles have to be replaced by other immediately or not more than one hour. In case of non - availability of suitable vehicle, a penalty up to Rs. 1,000/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 1,000/- per break down shall be imposed.
II) In case of non-availability of vehicles penalty of Rs. 1,000/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
III) In case of non-availability of vehicles during extra hrs. Penalty of Rs. 1,000/- per occasion shall be imposed
- 9 Special** I) Intending bidder must have a telephone/Mobile phone to facilitate 24 hours access for placement of requisition of vehicles and such Telephone Nos. must be specified in the bid.
II) No vehicle should be supplied having registration in the Name of employee of RMRIMS staff or close relative. A Certificate to this effect be given on the body of bill while submitting claim.
III) Payment of any Govt. tax or duty for plying the vehicles in Bihar State will be liability of contractor. However, Service Tax/ GST shall be paid extra as per actual.

Signature of bidder with seal.

Eligibility

Documentary evidence for the under mentioned items should be submitted along with the bid:

- i. The bidder should own or have on lease minimum of 5 vehicles of model **not older than May 2017** registered as commercial vehicles in their names of firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced along with the qualifying bid documents.
- ii. The vehicle should be registered as a commercial vehicle and the model **not older than May 2017**. The lowest bidder shall make available the vehicle at the place, to be decided by the dept, for inspection. If the dept. is satisfied with the connection of the vehicles, only then, purchase order shall be awarded to the lowest bidder. If the lowest bidder is not able to provide vehicle(s) in good condition resulting in non issue of purchase order, the earnest money of such bidder shall be forfeited.
- iii. The bidder shall submit the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a power of attorney/affidavit, authorizing the bidder to use the vehicle for hiring, on stamp paper from Notary.
- iv. The bidder shall have experience of supplying vehicles to Central/State Govt. organization/ PSU for minimum one year list should be enclosed.
- v. The bidder must submit at least 2 certificate of Registration of Commercial Vehicles.
- vi. The bidder must have registration for Goods Service Tax (GST).

General (Commercial) Conditions of Contract

1. PERFORMANCE SECURITY

- 1.1 The successful agency has to deposit **One Lakh as Performance Security deposit** in shape of Demand Draft / Bank Guarantee from any Nationalized Scheduled Bank in favour of "Director/Director-in-Charge, RMRIMS, Patna" Security deposit shall remain valid for period of sixty (60) days beyond the date completion of all contractual and statutory obligations of the agency.
- 1.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in section XII of the bid document or DD/Banker's Cheque drawn in favour Director/Director-in-Charge, RMRIMS, Patna.
- 1.3 Performance Security will be discharged after completion of contractor's performance obligations under the contract.

2. EXECUTION TIME LIMIT

- 2.1 The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

3. TERMINATION OF CONTRACT

- 3.1 RMRIMS, Patna may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.
 - (a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by RMRIMS, Patna.
 - (b) If the contractor fails to perform any other obligation (s) under the contract.

4. TERMINATION FOR INSOLVENCY

RMRIMS, Patna may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

SECTION VI
TECHNICAL BID

(To be submitted in Technical Bid Envelope)

Documents required to be submitted for bidder's eligibility and qualification

Sl.No.	Description of the company/firm	Proof requires Yes / No	Page No.
1	Name of Agency		
2	Name of the concern: (i.e. Sole- Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization)		
3	Full Address of Reg. Office Telephone No: FAX No.: E-mail Address:		
4	Full Address of Operating/Branch Office Patna Telephone No: FAX No.: E-mail Address:		
5	Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last two years) Telephone number of Banker		
6	Registration No. of the Agency/ Firm		
7	Photocopy of PAN Card		
8	Service Tax Registration No / GST No.		
9	Service Tax/GST paid during financial year 2016-17, 2017-18 & 2018-19		
10	Financial turn over and IT Returns of the Agency for financial year 2016-17, 2017-18 & 2018-19 (* at least two years)		
11	Number of Vehicles registered with the agency		
12	Details of major contracts handled in the last two years.		
13	Certificate of satisfactory performance from the organization to whom the service was provided.		
14	Certificate — Not blacklisted etc.		

Signature of authorized person

Date:

Name:

Place:

Seal:

SECTION VII
Schedule of hiring charges

FINANCIAL BID
Part-1

I. AC Vehicles - Monthly basis (Local Journey)

Sl. No.	Description	Type of vehicle		
		Logan	Swift D'zire	Etios
1	Rate for 2500 kms / for 250hrs per month.			
2	Rates per additional hour beyond 250 hours			
3	Rates per additional kilometers beyond 2500 kms			

Note:

1. Rates should be quoted in both figures and words for the above mentioned vehicles.
2. Service Tax extra as applicable.
3. Award of the contract will be given for either of the vehicles(i.e Logan Swift orD'zireorEtios)

Signature of authorized person

Date:

Name:

Place:

Seal

FINANCIAL BID

Part-2 (A)

AC Vehicles – Daily basis (Local Journey)

Sl. No.	Type of vehicle	For 4 hrs& 40 kms	For 8 hrs& 80 kms	For 10hrs&100 kms	For 12 hrs&100 kms	For extra per km	For extra per hour
1	Tata Indica, i10, i20 or equivalent						
2	Indigo, Swift D'zire , Etios, SX-4 or equivalent						
3	Innova, Tata Sumo, Balero, Tavera or equivalent						

Note:

1. Rates should be quoted in both figures and words for the above mentioned vehicles.
2. Service Tax / GST extra as applicable and it should be mentioned clearly.

Signature of authorized person

Date:

Name:

Place:

Seal:

FINANCIAL BID

Part-2 (B)

Non-AC Vehicles – Daily basis (Local Journey)

Sl. No.	Type of vehicle	For 4 hrs& 40 kms	For 8 hrs& 80 kms	For 10hrs&100 kms	For 12 hrs&100 kms	For extra per km	For extra per hour
1	Tata Indica, i10, i20 or equivalent						
2	Indigo, Swift D'zire , Etios, SX-4 or equivalent						
3	Innova, Tata Sumo, Balero, Tavera or equivalent						

Note:

1. Rates should be quoted in both figures and words for the above mentioned vehicles.
2. Service Tax / GST extra as applicable and it should be mentioned clearly.

Signature of authorized person

Date:

Name:

Place:

Seal:

FINANCIAL BID

Part-3

AC Vehicles – As and when required basis (Outstation Journey)

Sl. No.	Type of vehicle	Minimum Kms per day	Rate per km	Any Extra (Specify)
1	Tata Indica, i10, i20 or equivalent			
2	Indigo, Swift D'zire , Etios, SX-4 or equivalent			
3	Innova, Tata Sumo, Balero, Tavera or equivalent			

Note:

1. Rates should be quoted in both figures and words for the above mentioned vehicles.
2. Service Tax / GST extra as applicable and it should be mentioned clearly.

Signature of authorized person

Date:

Name:

Place:

Seal:

SECTION VIII
(Technical Bid Envelope)

TENDER FEE & EARNEST MONEY DEPOSIT PAYMENT PARTICULARS

Number of Demand Drafts enclosed:

Demand Draft particulars:

Sl. No.	D.D. No.	Date	Name of the Bank / Branch and Place	Amount
1				
2				
3				

I/We, hereby declare that the particulars furnished by me/us in this offer are true to the best of my/our knowledge and I/We understand and accept that, if at any stage the information furnished by me/us are found to be incorrect or false, I/We am/are liable for disqualification from this tender and also liable for any penal action that may arise due to the above, besides being black listed.

Signature :

Name :

Designation :

Name of the Agency :

Address of the Tenderer :

Phone No. & Mob. No.:

Email Address:

Website address (if any):

Date:

SECTION IX

**DETAILS OF MAJOR CONTACTS
(Technical Bid Envelope)**

Details of major contracts with Central Government, State Governments, PSUs/ Nationalized Banks/Reputed Private Firms handled by the tendering Agency for providing hiring of taxi services during the last two years in the following format (attested copies of the last two years work award may be enclosed).

Sl. No	Details of client along with address, telephone and Fax numbers	Amount of contract (Rs. lakh per year)	Duration of contract	
			From	To,
1.				
2.				
3.				

(If the space provided is insufficient, a separate sheet may be attached)

Signature of authorized person

Date:

Name:

Place:

Seal:

SECTION X
DECLARATION
(Technical Bid Envelope)

I/We having our office as mentioned below and declare that I/we have never been blacklisted by any State Government/Central Government or any State/Central PSU.

Signature :

Name :

Designation :

Name of the Agency :

Address of the tenderer :

Date:

Place:

SECTION XI

AGREEMENT FOR VEHICLE HIRE

This agreement is made on this _____ day of _____ 2019 between M/s _____ (herein after called the Contractor which expression term includes its successors and Assignees) whose registered office is at _____ and is registered under _____ and acting through its authorized official Shri _____, and Director/Director-in-Charge, Rajendra Memorial Research Institute of Medical Sciences, ICMR, Patna. (herein after called the Director/Director-in-Charge, RMRIMS which expression unless repugnant to the context or receiving they shall include its successors and assignees) whose registered office is situated at Agamkuan, Patna-800 007, Bihar and acting through its authorized official Shri _____. The Contractor will provide Commercial vehicles on hire basis at RMRIMS, Patna for official use on the terms and conditions herein contained, and rates as mentioned in appendix-I. The "Contractor" has deposited Rs. _____ (Rupees _____) as interest free Performance Security.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Contractor shall during the period of this contract that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than 2017-year model, on the rates accepted as described in schedule vide Section VII to this agreement. It is agreed by the Contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of service by RMRIMS, Patna.
2. The Contractor shall comply with all the terms and conditions of Tender documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The authorized persons of RMRIMS indicated in Section-II shall place an order for their requirement and will receive acknowledgement from the Contractor for supply of vehicles. It is anticipated that the Contractor will supply vehicles to these on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
4. The Contractor agrees with the RMRIMS, Patna and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
5. Contractor will provide vehicles to RMRIMS not older than year 2016 model, and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the contractor.
6. The Contractor should provide the particular model or make of vehicle as agreed upon in the contract. The RMRIMS only reserves the right to substitute it with another similar vehicle.

If for any reason whatsoever the RMRIMS is not happy with the condition of the vehicle provided, the Contractor's nearest office will be informed immediately and they should accept and liability to replace it as per requirement. If for any reason the Contractor is not in a position to provide a substitute vehicle as demanded by the RMRIMS then the RMRIMS will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Contractor.

7. The Contractor will submit bills to the Admin. Section of RMRIMS on monthly basis for release of payment by RMRIMS.
8. The driver of the vehicle shall be provided with the duty slips by the Contractor where date, time Kms reading and places visited are to be filled in and signed by the users/ RMRIMS officials. On the basis of these duty slips, the bills shall be raised to RMRIMS by the contractor.
9. If the Contractor fails to provide the vehicle to RMRIMS and if the service is not found satisfactory enough, the RMRIMS shall have the right to terminate the contract in whole or part as per clause 3 of Section VI of Tender Document.
10. In the event of any mechanical failure/ break down of vehicle after its reporting for duty, the contractor shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause 8(I) of Section V of Tender Document.
11. In the event of failure on the part of contractor to supply vehicles as mentioned in the preceding paragraph, penalty as per Clause 8 (I) of Section V of Tender Document shall be imposed.
12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the contractor. RMRIMS shall have no liability whatsoever.
13. The Tender Document RMRIMS/Vehicle/1/2020-2021, which is annexed to this agreement, part and parcel of this Agreement and integral part of this agreement.
14. That contractor is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by contractor. RMRIMS will not be liable for any loss, damages, etc. suffered/to be suffered by contractor or third party as the case may be.
15. If for any reason the RMRIMS is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Contractor in writing. The Contractor without raising any dispute on such assessment by the RMRIMS regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
16. The Contractor shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Contractor shall accordingly indemnifies the RMRIMS against all such liability.
17. The Contractor shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet.

18. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Director/Director-in-Charge, RMRIMS, Patna. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Director/Director-in-Charge, RMRIMS, Patna or by whatever designation such officers, may be called (hereinafter referred to as the said officer) and if the Director/Director-in-Charge, RMRIMS Patna or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the Director/Director-in-Charge, RMRIMS, Patna or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
19. If the Contractor institutes any legal proceedings against the RMRIMS to enforce any of its rights under this agreement, it shall be in the legal jurisdiction of RMRIMS where the vehicle has been hired and not the place where the Contractor has his registered office.

Signed

Signed

For and on behalf of the RMRIMS, Patna

For and on behalf of the Contractor

Name (caps):

Name (caps):

Position:

Position:

Date:

Date:

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

SECTION XII

PERFORMANCE SECURITY BOND FORM

1. In consideration of Rajendra Memorial Research institute of Medical Sciences (ICMR), Patna (here in after called the RMRIMS, Patna) having agreed to exempt _____ (here in after called the said contractor(S) from the demand of security deposit/earnest money of Rs _____ on production of Bank Guarantee for Rs. _____ For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, (name of the Bank) _____ (herein after referred to as “the Bank”) at the request of _____ Contractor’s do hereby undertake to pay the RMRIMS Patna an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the RMRIMS Patna reason breach by the said contractor’s of any of the terms & conditions contained in the said agreement.
2. We (Name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the RMRIMS, Patna stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the RMRIMS, Patna reason of breach by the said contractor’s of any of terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the RMRIMS, Patna in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the RMRIMS, Patna any money so demanded notwithstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (Name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the RMRIMS Patna, under

or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till RMRIMS, Patna certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges guarantee.

5. We (name of the bank) further agree with the RMRIMS, Patna that the RMRIMS, Patna shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & condition of said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the RMRIMS, Patna against the said any contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the RMRIMS, Patna or any indulgence by the RMRIMS, Patna to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by RMRIMS, Patna.

Dated : _____

For _____
(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.