

NGT/PB/45/GA/2016
National Green Tribunal
(Principal Bench)

Faridkot House,
Copernicus Marg
New Delhi-110001

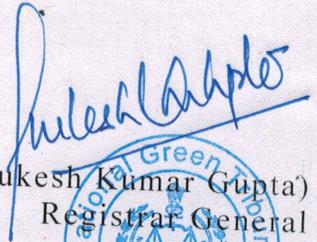
Dated: 5 September, 2016

CIRCULAR

Sub: Notice of inviting Tender for Hiring of Car Service at National Green Tribunal (PB), New Delhi.

The undersigned is directed to forward a copy of notice inviting tender for engagement of Hiring of Car Service for National Green Tribunal, Principal Bench, New Delhi for giving wide publicity.

This issues with the approval of Competent Authority.


(Mukesh Kumar Gupta)
Registrar General

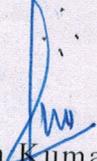


To

1. The Director, (PL) MoEF&CC, Indra Parayavaran Bhawan, Ali Gari, New Delhi-110003 with the request to get the tender notice uploaded on the Ministry's website.
2. Notice Board of NGT
3. Computer In-charge, NGT to upload NIT on Website of NGT
4. DDO, NGT

Copy to:-

1. Ld. DR-cum to PPS to Hon'ble Chairperson
2. PS/PA to Registrar General/NGT
3. PA to Ld. Deputy Registrar
1. Guard File


(Mukesh Kumar Gupta)
Registrar General



NGT/PB/45/GA/2016
NATIONAL GREEN TRIBUNAL
(PRINCIPAL BENCH)

Dated September, 2016

NOTICE INVITING TENDER

(Closing date 1500 hours of 27th September, 2016)

On behalf of National Green Tribunal (hereinafter referred to as NGT), sealed tenders are invited from prospective Service Providers having minimum four vehicles not older than 2014 models and registered with permit from RTOs in the name of proprietor/company/partners/firm/director and holding a valid certificate of one year before the date of Invitation of Tender from a competent authority of any Central State Govt/PSU or reputed Private Ltd. Companies/Firms for having executed similar contracts of providing at least three petrol/diesel/CNG-driven commercial vehicles such as SX 4/Swift/Indica/EECO etc.

Intending eligible bidders may download Bid Document from NGT website www.greentribunal.gov.in Bidders shall have to deposit Rs. 44,000/- (Rupees forty four thousand only) as Bid Security in the form of Account Payee/Demand Draft/FDR/Bank Guarantee on a Commercial Bank in favour of "Registrar General, National Green Tribunal, New Delhi" along with the bid.

The tender should be submitted in two envelopes separately for "**Technical**" and "**Financial Bid**".

Schedule to the invitation of Tender

1. Address of the authority Inviting tender – Registrar General, National Green Tribunal, Faridkot House, Copernicus Marg, New Delhi-110001.
2. Tender No. NGT/PB/45/GA/2016.
3. Time and last date of Depositing tender/bid: 1500 Hrs. of 27th September, 2016.
4. Time and date of opening of Tender (Technical Bid): 1600 Hrs. Of 27th September, 2016.
5. Time and date of opening of Financial Bid: 1600 Hrs. Of 28th September, 2016.
6. Minimum Validity of tender offer: 90 days from the date of opening.
7. Type and number of vehicles required:
 - A. Maruti SX 4/Ciaz (Petrol/Diesel) Cars = 01 approx.
 - B. Swift/ Indica/ Etios Liva (Petrol/Diesel) Car = 1 approx.
 - C. Maruti EECO (Petrol) Cars = 02 approx.
8. Duration of Contract: One Year with an option for extension.
9. Estimated cost of tender: ₹ 22,00,000 approx. (Rupees Twenty Two Lacs only)
10. EMD (Bid security): ₹ 44,000/- (Rupees Forty four Thousand only).

(Bid Document can be downloaded from NGT <http://www.greentribunal.gov.in>)



SCOPE OF WORK

The Bidder is required to provide vehicles fully conforming to RTA/RTO regulation along with fuel, driver etc. and carryout periodical maintenance and execute the work through their Supervisor.

Scheduled Works -

Monthly KM Hire Slab:

The Monthly KM hire slab on which cars are required and the estimated number of such hiring per Month are tentatively indicated below.

Monthly Hire Slab	Quantity of Maruti SX 4/ Ciaz cars	Quantity of Swift/Indica/ Etios Liva Cars	Quantity of Maruti EECO cars
	(A)	(B)	(C)
Upto 2000 KMs/Month	01	01	02

(i) Extra KM charges for - Category A:
Category B:

Category C:

(ii) Approx. Detention charges beyond duty of 12 hours for -

Category A :

Category B :

Category C :

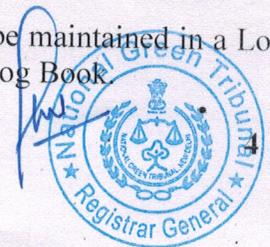
The actual deployment may vary from time to time depending on work schedule, Tribunal's policy, etc. The additional requirement for a short period to meet the 'Operational requirement' if any on day to day basis is also to be met with at the same rate quoted for regular work.



TERMS AND CONDITIONS FOR HIRING OF VEHICLES BY NATIONAL GREEN TRIBUNAL

I. GENERAL CONDITIONS

- 1.1 **Vehicles Registration:** The Vehicles to be supplied should be registered with permit from RTOs in the name of proprietor/ company/partners/firm/director.
- 1.2 **Vehicle Condition and Upkeep:** The Vehicles should be in perfectly good condition mechanically as well as in terms of upkeep i.e. outer body/upholstery etc. should be decent looking and should have permit to go anywhere in the NCR except for point 7A which may even be required occasionally to go beyond NCR. Vehicles so hired may be inspected by a pre-designated committee of NGT officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- 1.3. **Model:** The Vehicles should be of latest model (not older than 2014 model).
- 1.4' **Normal Working Hours:** The firm has to provide vehicles from 8.00 AM to 8.00 PM on all week days except for point 7A which may be required to go beyond NCR with stipulation for overtime beyond 8:00PM.
- 1.5 **Reporting Place for Vehicles:** The reporting point will be Faridkot House, Copernicus Marg, New Delhi-110001 or the residence of Hon'ble Members or the place as intimated/directed by authorities of NGT. Actual place of reporting shall be specified by users of vehicles. The mileage and time would be calculated accordingly, and not from Garage to Garage.
- 1.6 **Accuracy of Meters** will be checked periodically by any authorized officer of NGT and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by NGT, which may even lead to termination of Contract.
- 1.7 **Driver's antecedents and discipline:**
- (i) Drivers should be given proper Identity Cards after verifying the antecedents through Local Police.
 - (ii) Drivers should be qualified, experience, licensed and fully conversant with the routes of Delhi/New Delhi and NCR.
 - (iii) They should be well dressed and well behaved possessing valid driving licence and other documents.
 - (iv) Attested copy of driving license should be submitted during the contractual period.
 - (v) All drivers should be provided with a duly activated cell phone and the cell phone number should be provided to the user officer and coordinating officer in NGT.
- 1.8 **Log Book:** A daily record of time and mileage of each vehicle shall be maintained in a Log Book. No payment shall be made without submission/verification of Log Book.



- 1.9 **Vehicle Papers:** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorised person of the NGT and will be subject to Scrutiny.
- 1.10 **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be the Service Provider's liability.
- 1.11 **Compensation** and connected expenses, whatsoever, in case of any casualty shall be borne/paid by the Service Provider.
- 1.12 **Contact Number(s):** The owner/firm and driver should always be available on his own direct telephone and mobile phone (office as well as residence). The numbers be specified in the bid document.
- 1.13 **Taxes/Duties etc.:** Any Tax, Duty or Levy other than the Service Tax, by the Central or State Govt. or local bodies for running the vehicles shall be borne by the Service provider. Parking charges, if any may be claimed on producing valid slips.
- 1.14 **Offer Validity:** The tenderers shall keep the offer open for a minimum period of 90 days from the date of opening of tender and being extended further if required by mutual agreement from time to time. The tenderer cannot withdraw their offer within the period of validity/extended validity. Any contravention of the conditions will make the tenderer liable for forfeiture of his Earnest Money deposit.
- 1.15 **Rates/Prices offered:**
- (i) The rates quoted by the firm will be valid for a period of one Year from the date of acceptance or such extended period as may be mutually agreed upon.
 - (ii) Possible fluctuation of market rates must be taken into consideration before quoting the rates and no claim on this account shall be entertained afterwards.
 - (iii) Firms/Bidders may please quote their unconditional rates strictly in the enclosed proforma.
 - (iv) Cutting/overwriting, if any, should be duly attested by the firm/bidder.
- 1.16 **Modification of conditions:** No modification of the conditions by the bidders is acceptable/permissible.
- 1.17 **Statutory Requirements:** The bidders/firms shall have and quote their 15 digit Service Tax Code, EPF, ESI Code, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, within one month of commencement of Contract.
- 1.18 **Right to Accept or Reject:** National Green Tribunal reserves the right to postpone/modify or to cancel any one or all the tenders without assigning any reasons. National Green Tribunal also reserves the right to accept or reject any tender/bid in full or in part without assigning any reason for which no claim for compensation shall lie.
- 1.19 **Tender to be signed:** Tender document should be duly signed with seal on each page. Unsigned bids will not be accepted.



1.20 **Debarring Conditions:-**

- (i) No vehicle should be supplied having registration in the Name of employee of NGT or their close relative and a Certificate to this effect be given on the body of bill (see **Annexure VIII**) while submitting claim.
- (ii) No sub-contracting of the Service allotted is permissible.

The near relatives of all NGT employees either directly recruited or on deputation or on contract are prohibited from participation in this tender.

- (iii) The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehaviour of driver while on duty shall be viewed seriously, and very lead to cancellation of contract, and/or penalty as decided by Competent Authority of NGT.
- (iv) Service Provider shall not engage any person below 18 years of age.
- (v) Breach of any of the conditions/clauses of the Contract is liable to cancellation of contract, and/or penalty as decided by Competent Authority of NGT.

1.21 **NGT will not have no obligation:-**

- (i) No liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify NGT against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under IPC or any other offence causing loss to NGT have to be suitably compensated by Service Provider.
- (iii) Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) Service Provider shall be the employer for his workers and NGT will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

1.22 **Penalty for breach of terms & conditions:**

- (i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type of vehicle immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty up to Rs. 1000/- 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. 2000/- per break down shall be imposed.
- (ii) The penalty for absence during extra Hour duty will be Rs. 500/- per occasion and for temporary absence during duty hours without valid permission shall be Rs. 200/- per hour of absence.



- (iii) In case of non-availability of vehicles for any particular day penalty of Rs. 2000/- per day per vehicle shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
- (iv) If the vehicle provided by the Service Provider is found not to be in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of NGT would be final.
- (v) No payment will be made for vehicles supplied by the Service Provider older than **2014 model** for duty at NGT.
- (vi) Should not refuse to provide vehicles against NGT's requirement and on each refusal a penalty as given at item iii above will be deducted from the running bills besides any other action which may even lead to termination of contract.
- (vii) The drivers and supervisors of the service provider engaged for duty at NGT should be courteous and well behaved while dealing with NGT officers and vehicle users. In the event of any complaint of misbehaviour against any driver or supervisor of the service provider, the NGT reserves the right to insist for immediate removal of the driver/supervisor from the duties of NGT and the service provider shall be under obligation to comply with such instructions within twenty four hours.

II. BIDDER'S ELIGIBILITY/CREDENTIALS

- 2.1 Service Provider should have minimum four vehicles not older than **2014 models** with permit from RTOs in the name of proprietor/ company/partners/firm/ director.
- 2.2 Should hold a valid certificate of one year before the date of NIT from a competent authority of any PSU/Central/State Govt or reputed Private Ltd. Companies/ Firms for having executed similar contracts of providing at least 3 petrol/ diesel/ CNG driven commercial vehicles such as Maruti EECO, Indica/SX4 etc.
- 2.3 **Documents to be submitted along with the Bid:**
 - (i) Attested copies of the DOCUMENT(S) to establish the financial status i.e Bank Reference and any other document.
 - (ii) Full details of the vehicles and a clear declaration on a non-judicial stamp paper that the firm will be able to supply vehicles not older **2014 model** on the day of signing of the contract, shall be provided as given in **Annexure II**.
 - (iii) Attested document showing annual turnover for last three years.
 - (iv) Details of works with cost carried out with other Government department or its undertakings in the last three years including works in progress [Enclose copies of agreement(s)]

III. BID PROCEDURE AND FORMS (TWO BID FORMAT)

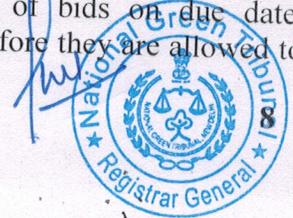
- 3.1 The tender should be submitted in two covers: One super scribing Technical Bid and Second Financial Bid and both the envelopes should be put in another envelope and this envelope



should be superscripted "**Tender for Hiring Vehicles**". All the three envelopes are to be **duly sealed**. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid.

- 3.2 Tender will be opened in the presence of Bidders on the due date as per schedule mentioned in the Tender document. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.
- 3.4 Bidder shall furnish the documents as per Technical Bid Form at **Annexure-I**.
- 3.5 Rates should be quoted as per the Schedule of Requirement & Hire Charges in the prescribed format given in **Annexure III** and should be enclosed to Financial Bid Form at **Annexure-IV**. The format for Financial Bid should not be changed in any manner. Addition /deletion/ alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.
- 3.6 NGT shall pay charges for extra kilometre and extra hour at fixed rates during the currency of the contract. The extra kilometer and/or extra hour charges would be payable if the vehicle is used beyond the monthly kilometer hire slab as mentioned in Scope of Work and/or in excess of daily duty hours.
- 3.7 The duly filled tenders must be accompanied with a Demand draft/FDR/BG for Rs. 44,000/- (Rupees forty four thousand only) as Bid Security from any of the Nationalized Banks in favour of "Registrar General, National Green Tribunal, New Delhi as per format at **Annexure-V**. Tenders without earnest money shall be summarily rejected.
- 3.8 Tender should be dropped in the Tender Box kept at the Ground Floor of Faridkot House, Copernicus Marg, New Delhi-110001 near R&I Section on or before 1500 Hrs. of 27th September, 2016.
- 3.9 The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.
- 3.11 At any time, prior to the date of submission of bid, NGT may, for any reason, whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- 3.12 The amendments shall be notified in the website www.greentribunal.gov.in and these amendments will be binding on all bidders.
- 3.13 The bidder shall bear all costs associated with the preparation and submission of the bid. NGT in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.
- 3.14 **Bid opening**

NGT shall open the Technical bid cover in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorisation letter to this effect shall be submitted by the bidder before they are allowed to



participate in bid opening (Format is given in **Annexure-VII**). After scrutiny and evaluation of the Technical Bids, the NGT will shortlist those who are eligible and the date of opening of Financial Bid will be intimated later on. The financial bid will be opened only in those cases that fulfil the eligibility conditions and furnish all documents as given in Technical Bid.

3.15 **Bid Evaluation**

Financial Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, NGT will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected.

The procedure adopted for comparison of substantially responsive bids shall be the total cost of monthly hire charges of all types of vehicles indicated in Scope of Work (comparison will be done separately for Petrol and Diesel vehicles). The rates should be quoted strictly in the format given (Financial Bid). If any bidder is not quoting for all types of vehicles (i.e. A, B & C), then the bid will be treated as non-responsive.

3.16 **Bid Price**

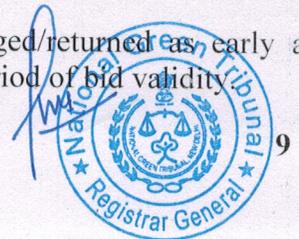
The Service Provider shall quote price as per schedule given in **Annexure III** for all types of Vehicles of requirement. **The composite price should include all the type of Taxes etc. except service Tax, as applicable from time to time.** However, the basic unit price needs to be individually indicated against the supply under the contract. The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

3.17 **Bid Security**

The bidder must deposit **₹ 44,000/- (Rupees forty four thousand only)** as Bid Security in the form of Account Payee Demand Draft, fixed deposit receipt, Bank Guarantee from any of the Commercial Bank in favour of "**Registrar General, National Green Tribunal, New Delhi**". The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily and furnishing the performance security.

3.18 **The Bid Security may be forfeited:**

- (i) If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- (ii) If the successful bidder fails to sign contract in accordance with or fails to furnish performance security in accordance with clause
- (iii) A bid not secured in accordance with para 3.16 shall be rejected by the NGT as Non-responsive at the bid opening stage and returned to the bidder unopened.
- (iv) The bid security of unsuccessful bidder will be discharged/returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.



IV. CONTRACT REQUIREMENT AND RELATED TERMS

4.1 **Signing of Contract**

Signing of Agreement shall constitute the award of hiring contract on the bidder. Upon the successful bidder furnishing the Performance Security the NGT shall discharge its bid security in pursuant to clause 3.17.

4.2 **Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause 4.1 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event NGT may make the award to any other bidder at its discretion or call for new bids.

4.3 **Terms of Payment**

The payment shall be made within 30 working days from the date of receipt of bill in NGT. Monthly bills in respect of vehicles engaged shall be submitted in triplicate to the authority specified in contract along with completed log book duly signed by the user or authorized person by the 7th of the following month for payment. The copy of Service Tax Challan paid for the previous month/quarter, as the case may be, should be produced along with the bills for payment. In case, the bills are not submitted to

NGT as per above schedule, it will not take responsibility for delay in payment.

One copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent to NGT for payment vehicle-wise. In no case, log book without signature will be accepted for payment and if it is found so, the amount will be disallowed. In case the vehicle engaged on monthly basis is discontinued during the month, the bill will be paid on actual basis, as per terms & conditions.

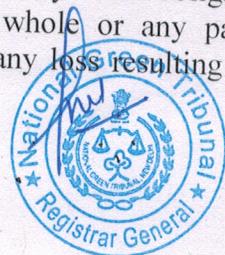
4.4 **Duration / Period of Contract**

Normally contract will be awarded for 12 months. However, extension thereof will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm.

4.5 **Performance Security**

The successful bidder shall be required to deposit an amount equal to 5% of the anticipated cost of the tender within 2 weeks of conveying NGT's intention for accepting the bid, as Performance Security. Performance Security shall be submitted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee from a Commercial Bank in favour of "Registrar General, National Green Tribunal, New Delhi" in the Performa provided in **Annexure-VI** of the bid document. Performance Security will not bear any interest while in the custody of NGT. The performance Guarantee should be valid up to 60 days from the actual date of completion of the work.

Performance Security will be discharged after completion of Service Provider's performance obligations under the contract. If the Service Provider fails or neglects any of his obligations under the contract it shall be lawful for NGT to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.



4.6 Termination of Contract

In case of any default by the Service Provider and in any of the terms & conditions (whether General or Special), NGT may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 2 clear working days' notice in writing to the Service Provider.

All instructions, notices and communications etc. under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider. Notwithstanding anything contained herein, NGT also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days' notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.

4.6 Termination for insolvency

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

4.7 Insurance

The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. NGT shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on NGT, the same shall be reimbursed/indemnified by the Service Provider.

4.8 Prices

The rates should be on monthly hire basis. The KM slabs for monthly hire is shown in Scope of Work. Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his Bid.

No escalation is admissible on any account whatsoever during the entire contract period.

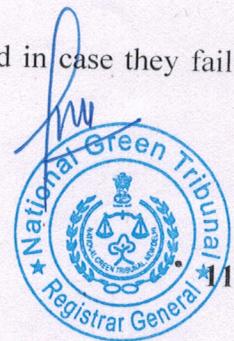
4.9 Miscellaneous Conditions

In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

4.10 Blacklisting of Bidders

NGT reserves the right to blacklist such bidder(s) for a suitable period in case they fail to honour their bid without sufficient ground.

4.11 Force Majeure



If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of NGT as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

4.12 **Dispute**

In case of any dispute arising out of the Tender or Contract, the decision of the Chairperson, National Green Tribunal shall be final and binding.

4.13 **Set Off (Recovery of Sum Due)**

Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by NGT and set off the same against any claim of NGT for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with NGT.

In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with NGT. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to NGT on demand the balance amount, if any, due to within 30 days of the demand.

If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.



SUB: HIRING OF VEHICLES FOR OFFICIAL USE

Tender Ref:

Date:

TECHNICAL BID

To be filled in by the Bidder (enclose copy of documents to support your statement)

1	Name and Postal Address of the Bidder:	Phone:
		Mobile:
		Fax:
		E-Mail:
2	Is your concern Recognised / Registered: (Attach Photocopy as a proof)	Yes/No
	(Tick as applicable) a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category (please specify) f. Sister concern of (please specify name)	
3	Income Tax Permanent account Number (PAN) : (attach Proof)	
4	Service Tax Registration Number : (attach Proof)	
5	Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms. : _____ Years	
6	Detailed Statement of Registered vehicles of 3 year old or less as per format at Annexure-II.	
7	Bid documents duly signed and self-attested.	
8	Declaration in non-judicial stamp paper as required in para 2.3 (ii).	



Statement of Vehicles owned by the Bidder

BIDDER'S NAME: _____

COMPANY'S NAME: _____

S. No.	Registration No.	Date of Regn	Model (Year)	Vehicle Owner's Name	Vehicle Type (SX4/Swift Ciaz /Indica/ Etios Liva Ecco etc.) (Please specify)	Validity Details			
						Permit	Fitness	Road Tax	Insurance.
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Note: Use additional sheets if required.**Declaration:**

The details as above furnished are correct and true. I undertake to produce original documents of the above said vehicles for verification as and when called for.

DATE

BIDDERS'S SIGNATURE

OFFICE SEAL



PROFORMA FOR FINANCIAL BIDSCHEDULE OF REQUIREMENT AND HIRE CHARGES

(a) Monthly KM Hire Slab:

S. No.	Description	Vehicle Brand		Unit Rate for AC Vehicle (in Rs.)		Total Rate for AC Vehicle (Unit Rate x No. of Vehicles as given in Scope of work) (in Rs.)	
				In Figures	In Words	In Figures	In Words
I	II	III		IV	V	VI	VII
1	Fixed Monthly Charges for the Vehicle (up to 2000 Kms from 8.00 AM to 8.00 PM)	SX 4/ Ciaz	Petrol				
			Diesel				
		Swift/Indica Etios Liva	Petrol				
			Diesel				
		EECO	Petrol				

GRAND TOTAL *

* Financial bids shall be evaluated on the basis of grand total of Column VI/VII only separately for Petrol and Diesel vehicles.

Note -SERVICE TAX AS APPLICABLE WILL BE EXTRA.



(b) Charges for Extra KM:

S. No.	Description	Vehicle Brand		Unit Rate for AC Vehicle (in Rs.)		Total Rate for AC Vehicle (Unit Rate x No. of Vehicles as given in Scope of work) (in Rs.)	
				In Figures	In Words	In Figures	In Words
I	II	III		IV	V	VI	VII
1	Charges for each Extra Km beyond 2000 Kms	SX 4/ Ciaz	Petrol				
			Diesel				
		Swift/Indica Etios Liva	Petrol				
			Diesel				
		EECO	Petrol				

(c) Charges for Extra Hour:

S. No.	Description	Vehicle Brand		Unit Rate for AC Vehicle (in Rs.)		Total Rate for AC Vehicle (Unit Rate x No. of Vehicles as given in Scope of work) (in Rs.)	
				In Figures	In Words	In Figures	In Words
I	II	III		IV	V	VI	VII
1	Charges for each Hour Extra beyond 8.00 AM to 8.00 PM	SX 4/ Ciaz	Petrol				
			Diesel				
		Swift/Indica Etios Liva	Petrol				
			Diesel				
		EECO	Petrol				



FINANCIAL BID

Tender No.....

Date

A : (Name & Address of the Purchaser)

Dear Sir,

1. Having read the conditions of contract and services to be provided, we, undersigned, offer to provide vehicles in conformity with the conditions of contract and specifications for the sum shown in the Schedule of Requirement & Hire Charges 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 not exceeding 5% of the contract sum for due performance of the Contract.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration 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. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisDay of2016.

Signature of In capacity
of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Encls: Schedule of Requirement & Hire charges



BID SECURITY (EMD)

The duly filled tenders must be accompanied with an Account Payee Demand Draft/FDR/Bank Guarantee from a Commercial Bank for Rs. 44,000/- (Rupees forty four thousand only) in favour of "Registrar General, National Green Tribunal, New Delhi" as Bid Security.

THE CONDITION of the obligation are:

- 1 If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder, having been notified of the acceptance of its bid by the purchaser during the period of Bid Validity.
 - (a) Fail or refuses to execute the Contract, if required, or
 - (b) Fail or refuses to furnish performance security, in accordance with the instructions to Bidders.



PERFORMANCE SECURITY BOND

In consideration of National Green Tribunal, New Delhi (here in after called the NGT, New Delhi) having agreed to exempt _____

_____ (here in after called the said Service Provider(S) from the demand of security deposit / earnest money of ₹. _____ on production of Bank Guarantee for ₹. _____

for the due fulfilment by the said Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, (name of the bank)

_____ (here in after referred to as "the Bank") at the request of _____ Service Provider's do hereby undertake to pay to the NGT, _____

an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the

NGT, _____ by reason of any breach by the said Service Provider'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 NGT,

_____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the NGT,

_____ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers 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 NGT, _____ 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 NGT, _____ any money so demanded notwithstanding any disputes raised by the Service

Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(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 NGT,

_____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till NGT, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the NGT, _____ that the NGT, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the NGT,

_____ against the said Service Provider(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 Service Provider(s) or for any forbearance, and or any omission on the part of the NGT,

_____ or any indulgence by the NGT, _____ to the said Service Provider(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. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(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 NGT.

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.*



LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before date of bid opening)

To

The Registrar General
National Green Tribunal
Faridkot House, Copernicus Marg,
New Delhi-110001

Subject – Authorisation for attending bid opening on
_____ (date) in the Tender of

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

**Order of Preference
Specimen Signature**

Name

I.

II.

Alternate Representative

Signature of bidder
Or

Officer authorized to sign the bid

Documents on behalf of the bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.



ANNEXURE- VIII

CERTIFICATE REGARDING NON-RELATIVE WORKING IN NGT

1. The tenderer or his staff shall not be a working officer/official of the NGT. The near relatives of all NGT employees either directly recruited or on deputation or on contract are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - a) Members of a Hindu Undivided family.
 - b) They are husband and wife.
 - c) The one is related to the other in the manner as father, mother son(s), son's wife (daughter-in-law) Daughter(s) & daughter's husband (son-in-law) brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
2. The tenderer (s) should give a certificate to the effect that none of his/her such relative is working in NGT as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the

tender work will be cancelled and earnest money /security deposit will be forfeited at any stage whenever it is noticed. NGT will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

CERTIFICATE

- A. Certified that none of my/our near relative/relatives is/are working in NGT.
- B. The format of certificate is "I/we.....
S/O.....r/o....."

..... hereby certify that none of my/our relative (s) as defined above is/are employed in NGT as per details given above. In case at any stage, it is found that the information given by me/us is false/incorrect, NGT shall have the absolute right to take any action as deemed fit/without any prior intimation to me/us"

DATE-----

SIGNATURE OF TENDERER WITH SEAL

