



PROTECTION OF PLANT VARIETIES
AND FARMERS' RIGHTS AUTHORITY,
MINISTRY OF AGRICULTURE & FARMERS
WELFARE
GOVERNMENT OF INDIA
PPV&FRA/21-03/20
DATE:

TENDER NOTICE

Protection of Plant Varieties and Farmers' Rights Authority (PPV&FRA), an autonomous body under the Ministry of Agriculture and Farmers Welfare, Government of India requires the services of a reputed, well established and financially sound **Transport Provider/Company/Firm/Agency** (hereinafter referred to as Agency) to provide commercial vehicles at New Delhi. Tenders for providing commercial vehicles on monthly contract basis are invited for a period of one year which is extendable for one more year subject to satisfactory performance, as per requirement of PPV&FRA. Presently two non-A/C and one A/C vehicles and additional vehicles as and when required on prior intimation.

1. Details of Deposits:-

Earnest Money Deposit (to be made by the Tenderer) : **50,000/- (Rupees Fifty thousand only)**
Performance Security Deposit to be made by the successful Tenderer : **5% of the annual value of contract**

2. Tender Schedule:

Date of release of Tender through
Advertisement & Website : **20.06.2017**
Last date and time for submission of Tender : **20.07.2017 at 3:00 P.M.**
Date and time for opening of Technical Bid at
Committee room of PPV&FRA : **20.07.2017 at 4:00 P.M.**
Date and time for opening of Financial Bid at
Committee room of PPV&FRA : **21.07.2017 at 3:00 P.M.**

Bids are invited under two-bid system through open tender from registered/well-established/reputed Agency for providing the services of **Commercial Vehicles** for a period of one year which is extendable by one more year subject to satisfactory performance of the selected Agency at the Headquarter of PPV&FRA at New Delhi. .

Tender form, terms and conditions and draft agreement can be downloaded free of cost from the Website <http://www.plantauthority.gov.in>. Bids complete in all respects should be addressed to the **Registrar and In-Charge (Administration), PPV&FRA, S-2 'A' Block, NASC Complex, DPS Marg, Opp. Todapur Village, New Delhi-110012 before the last date and time i.e. on 20.07.2017 at 15:00** hours. All the bids must be dropped in the drop box placed at the PPV&FRA or shall be sent

by Registered Post/ Speed Post. The envelopes should be super scribed with the words "**Tender for Providing *Commercial Vehicles for PPV&FRA***" in bold letters. No other mode of dispatch of tender is admissible.

PROTECTION OF PLANT VARIETIES AND FARMERS' RIGHTS AUTHORITY

Ministry of Agriculture & Farmers Welfare
S-2 'A' BLOCK, NASC COMPLEX, DPS MARG,OPP. TODAPUR VILLAGE, NEW DELHI-110012
Tel No. -011-25843853, Fax:-01125840478

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR PROVIDING COMMERCIAL VEHICLES AS PER ANNEXURE 'A' FOR A PERIOD OF ONE YEAR AT PPV & FR AUTHORITY, S-2 'A' BLOCK, NASC COMPLEX, DPS MARG, OPP. TODAPUR VILLAGE, NEW DELHI-110012 WHICH IS EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE AGENCY

From:

**REGISTRAR AND IN-CHARGE (ADMINISTRATION),
PPV & FR AUTHORITY, S-2 'A' BLOCK,
NASC COMPLEX, DPS MARG, OPP. TODAPUR VILLAGE
NEW DELHI- 110012**

**To _____
(Name of the Agency)**

Dear Sir(s),

Tenders are hereby invited on behalf of the Chairperson of the PPV & FR Authority, New Delhi under two- bid system for **PROVIDING COMMERCIAL VEHICLES AS PER ANNEXURE 'A' FOR A PERIOD OF ONE YEAR AT PPV & FR AUTHORITY, S-2 'A' BLOCK, NASC COMPLEX, DPS MARG, OPP. TODAPUR VILLAGE, NEW DELHI-110012 WHICH IS EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE AGENCY.**

1. The terms and conditions of the contract are those as detailed in the tender forms and its schedules. Please submit your rates for AC & Non-AC Vehicles in the tender form, in case you are in a position to provide the requisite vehicles in accordance with the requirements stated herein.
2. An Earnest Money Deposit (EMD) of an amount of ` **50,000/- (Rupees Fifty thousand only)** must be enclosed with the Technical Bid in the form of an Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque issued by any Nationalized Public Sector Bank in favor of "**PPV&FRA, New Delhi**" valid for a period of 60 days from the last date of submission of bid. A bid not accompanied by EMD shall be rejected. No overwriting or cutting is permitted in the tender documents. Any such bid with overwriting or cutting shall be rejected outright.
3. The tenderer cannot resale from his/her offer or modify the terms and conditions thereof subsequently. If the tenderer fails to observe and comply with the rates/tender offered by him/her, the aforesaid amount of EMD will be forfeited by the Authority. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him within one month from the date of finalization of the tender. PPV&FRA shall pay no interest on the EMD.
4. Each page of the tender and the schedule to the tender and Annexure/(s), if any, should be signed by the tenderer.

5. In the event of the space provided in the Schedule/Form being inadequate for the required purposes, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases, reference about the additional pages must be made in the tender form.
6. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he/she signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor or (ii) a partner of the firm if it be partnership in which case he/she must have authority to refer the dispute concerning the partnership to arbitration whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney if it is a company.
7. If a tenderer does not accept the offer within 15 (fifteen) days of the issue of the letter of award by PPV&FRA, the offer made shall be deemed to be withdrawn without any notice & earnest money deposit shall stand forfeited.
8. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. If on enquiry, it appears that the persons signing the tender or any other tender related documents had no authority to do so, the Authority shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages beside forfeiture of the EMD.
9. The Technical Bid and Financial Bid shall be put in two separate and distinct sealed envelopes which shall be totally sealed. The EMD in form of Demand Draft or Banker's Cheque shall be enclosed with the Technical Bid. Both the sealed envelopes one containing Technical Bid with EMD and the other containing Financial Bid shall be put in a bigger envelope and that envelope also shall be sealed. The bigger envelope should be super scribed with the words. "*Tender for Providing Commercial Vehicles for PPV&FRA*" in bold letters failing which the tender will not be accepted.
10. The rates quoted by each Agency for providing commercial vehicles in tender be given both in figures and words failing which the same is liable to be rejected. Tenders will be opened by the authorized officer/(s) of PPV&FRA.
11. Tenderer or his/her authorized representative can be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on behalf of the tenderer should be indicated in the tender. Name and address of permanent representative of the tenderer, if any, may also be indicated.
12. No interest on Earnest Money Deposit shall be paid by the Authority to the tenderer.
13. Service Tax, if enhanced after awarding the contract in respect of this contract, shall be payable by contractor and PPV & FR Authority will reimburse the same.
14. Chairperson, PPV & FR Authority reserves the right to reduce or terminate the period of contract

or to extend its duration in the interest of the Authority.

15. Decision of Chairperson, PPV & FR Authority shall be final for any aspect of the hiring of commercial vehicles.. Disputes arising, if any, on the contract will be settled at the level of the Chairperson, PPV&FRA by mutual consultation and in case of failure of settlement, dispute shall be referred to the sole arbitrator to be appointed by the Chairperson, PPV & FR Authority. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
16. Letter of intent will be communicated by PPV&FRA to the successful bidder by fax, e-mail or any other form of communication as soon as possible.
17. The Authority does not pledge itself to accept the lowest or any other tender and also reserves to itself the right of accepting or rejecting any of the tender in whole or in part at the discretion of the Chairperson, PPV&FRA. Conditional tenders will not be accepted.
18. The Financial Bid shall be filled up by the Agency clearly without any cutting and overwriting.
19. The Authority reserves the right to modify any of the terms and conditions of the contract at its discretion.
20. The following document/vouchers are required to be enclosed with the technical bid:-
 - (a) Registration certificate of the Agency issued by the concerned Government & valid insurance of the commercial vehicle.
 - (b) 5-10 Number of commercial vehicles held with the Agency registered after the year 2015 indicating the model of each vehicle.
 - (c) Every vehicle is accompanied with photocopies of Registration Certification (RC) and latest Pollution Control Certificate (PCC) copies to be annexed.
 - (d) Every vehicle should have a hammer and First-Aid-Box with sufficient medicines.
 - (e) Last two years' continuous experience of the Agency in the field of providing Commercial Vehicles in Central Govt. establishments/ autonomous bodies of Govt. of India/Corporations of Govt. of India/ reputed public or private organizations to be detailed in the enclosed form in a tabular pattern.
 - (f) Certified Balance Sheet of the Agency by Chartered Accountant for the last two years.
 - (g) Duly certified copies of the satisfactory services where the tenderer is providing the Commercial vehicles for the last three years.

- (h) The Agency should be registered with Income Tax, Service Tax and other relevant statutory departments/Organization. Attested copy of PAN be enclosed.
- (i) Successful tenderer will have to enter into a detailed Agreement with PPV & FR Authority on non- judicial stamp paper of Rs. 100/- (One hundred only) for providing the Commercial Vehicles.
- (j) Only those Agencies will be considered for financial bid who will qualify in the technical bid.
- (k) A certificate from banker of the tenderer about satisfactory maintenance/operation of bank accounts by such tenderer.
- (l) After finalization of tenders, the Agreement **must be** executed with successful bidder immediately.
- (m) The successful bidder shall submit the particulars of drivers employed, particulars of licenses, and validity period and amount of wages paid to avoid labour cases.

Yours faithfully,

Registrar & I/C Admn
PPV & FRA.

GENERAL TERMS AND CONDITIONS

1. Payment of monthly bill shall be made within one month of the presentation of the bill after submission of copy of log book along with pre-receipted bill in duplicate.
2. Transporter shall maintain the duty slip and Log Book for each duty. The duty slip should be signed by the user, which would indicate the opening and the closing meter reading with time and date at the point of starting/ending the journey by the user. It should be ensured that there is no overwriting in the duty slips.
3. No advance payment shall be made under any circumstances.
4. The order for providing vehicles on monthly basis shall be given to the agency which will be short listed while meeting all the terms and conditions given in the tender document. However, to safeguard against failure by this agency to provide desired number of vehicles/service the Competent Authority may empanel next lowest bidder who is ready to provide service as per same rate and other terms and conditions.
5. In case of quality of service by the contracted agency found wanting/inadequate, the Competent Authority may terminate the contract agreement after giving seven (07) days notice. In that case the Competent Authority may forfeit the performance Guarantee Deposit.
6. The service contract shall be valid for one year from the date of execution of the contract. However, the Competent Authority may terminate the contract after giving seven days notice without assigning any reason thereof to the service provider.
7. PPV & FR Authority shall not be responsible for any damage to the vehicle in case of an accident or otherwise, theft of vehicle/parts and accessories therein. Similarly, PPV & FR Authority shall not be responsible for any third party claims. The Authority shall not be responsible for any Challan and disobeying of Traffic Rules caused by the driver.
8. Service Tax, Toll Plaza Tax, VAT, Parking Charges shall be payable over and above the quoted charges by the service provider and for claiming reimbursement, he shall have to produce proof of payment of such taxes and charges.

9. The maintenance cost, charges of petrol, road tax, permit fee, passenger tax, Octroi Charges, salary of the driver, the overtime of driver etc., are the responsibility of the Transporter and should be paid by the Transporter.
10. In case of breakdown non-reporting/refusing to provide the requisite vehicle, the same will be hired from any other source at the risk and cost of the Transporter, besides any other penal action, which may even be termination of contract.
11. PPV&FRA reserves the right to get the odometer calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaking (including those undertaken earlier) would be adjusted, besides any other penal action which may even lead to termination of the contract.
12. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of income tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Authority
13. The successful agency will be required to execute an agreement with the Authority for the period specified in the award letter. In case the successful agency fails to enter into the agreement with the authority within the specified date mentioned in the award letter, the EMD deposited by such agency shall stand forfeited without giving any further notice.
14. The Tenderer must have a fleet of at least 5-10 vehicles in the name of the firm. The vehicles should be registered (Commercial registration, Yellow Plate) during the year 2015 or above models and shall have clean seat Covers/upholstery, good look and should be in perfect running condition fulfilling the latest emissions norms of Government of India.
15. The vehicle should be registered with the Transport Authority at Delhi/New Delhi along with all valid documents such as valid insurance, road tax payment etc. The Driver should possess valid driving license issued by the appropriate authority, should be well mannered/disciplined and adequately educated so as to maintain logbook. The firm must have experience in the field of providing vehicles to agencies in the public/private sector during any previous three years.
16. The rates are to be quoted for hiring of vehicle on monthly basis. It shall be the sole

prerogative of the Competent Authority to choose any one rate slab or a combination of rate slab in case of vehicle being hired. **The vehicles are required to perform duty in Delhi/New Delhi/NCR. Occasionally, the vehicles may be deputed for outside Delhi/New Delhi for needful official use, for which Authority will be liable to pay night charges to the driver.**

17. If the hiring is on K.M. basis, the mileage shall be accounted for from PPV&FRA to PPV&FRA.
18. In case of non-availability of requisitioned car, it will be the responsibility of the transporter to provide upgraded model at the same rates, terms and conditions with prior permission of PPV & FR Authority.
19. The agency/firm should have a registered office in Delhi/New Delhi and adequate number of telephones for contact round the clock. The driver shall observe road etiquette and protocol while performing the duty and shall be neatly dressed, should wear proper uniform and must carry mobile phone in working condition, for which, no separate payment shall be made by this Authority.
20. In case of breakdown/servicing/repair, the transporter shall provide alternate vehicle of same make and model failing which vehicle shall be hired from any other source at the risk and cost of the Transporter.
21. The agency shall ensure that the odometer of car supplied is properly sealed so that no tampering is done to inflate kilometer distance travelled.
22. The provided vehicle must be fully and comprehensively insured covering the risk to the driver and all the four passengers also.
23. The driver should be properly paid (at least as per Minimum Wages Act of Government of NCT). The wages paid to the Drivers shall be intimated to the Authority along with the copy of wages receipt. Driver should be well conversant with all traffic signals, roads and routes of Delhi and NCR.
24. The driver should always remain with the vehicle during the entire period of duty. Further during the period of duty if the vehicle is present and driver is not present or both vehicle and driver are not present or if driver is present and vehicle is not present, the vehicle shall be hired from any other source at the risk and cost of the transporter. In case of any urgency, the driver may seek permission from the

concerned officer.

25. The agency shall provide the name and address of the drivers and police verification reports along with copy of driving license while submitting acceptance of offer.
26. Once a particular driver has been attached with a particular vehicle normally service provider should not change the driver in a casual manner unless and until directed to do so by this office.
27. The agency should keep necessary tool kit always with the vehicle and updated "Pollution under control Certificate" with the vehicles.
28. The contracting agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of the Authority.
29. The Tenderer will be bound by the details furnished by him/her to the Authority submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contracts.
30. All the Cars should be covered under Comprehensive insurance. In circumstances the hired Car is involved in an accident resulting in loss or damage to property or life with respect to vehicle, driver, passenger or any third party as per the liability under relevant sections of Motor Vehicle Act 1968 and IPC, the PPV&FR Authority shall have no responsibility of whatsoever and will not entertain any claim in this regard under the said provision of the Law. The sole responsibility for any legal or financial implication would vest the Agency.
31. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the agencies and any breach of such laws or regulations shall be deemed to be breach of this contract. PPV&FRA may ask the agencies to produce documents to verify that the agency complies with these provisions/laws.

32. As and when desired by the PPV&FRA, the Agency shall submit the proof of Service Tax/ESI/EPF deposit and any other document showing the concerned Govt. Authority, to PPV&FRA.

33. The Agency shall assign the job of driving of hired vehicle only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. PPV&FRA shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under relevant section under IPC and any loss caused to PPV&FRA have to be compensated by Agency.

TECHNICAL BID

1. Name of the Tenderer/Concern: _____
2. Address (with Tel. & Mob. No.) _____
3. Address and telephone number of Garage, at New Delhi : _____

4. Nature of the concern _____
(i.e. Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization.)
5. Registration Number of Tenderer/Concern
(Attested photo copy of registration should be attached)
6. PAN Number of Tenderer/Concern: _____
(Attested copy should be attached)
7. Bank Guarantee/Demand draft No. _____ Dated _____
From bank name _____ Amounting Rs.
as Earnest Money Deposit.
8. Registration Nos. of Cars together with make:
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____

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(photocopies of registration book should be attached)
9. Whether each page of tender Document and its Annexure have been signed and stamped.

YES/NO
10. List of Important Organizations with address and Telephone number to whom Taxi services have been provided during the last three years with period of contract is enclosed (Summary may be enclosed on separate sheets for each contract and period and amount of contract; remarks/observations/appreciation of the organization for whom the work was conducted; and any other information considered important by tenderer)
11. Address of garage at New Delhi
12. Any other information important in the opinion of the tenderer.

(Dated Signature of Tenderer with stamps of the firm)

Dated :

UNDERTAKING

1. Tender for "Hiring of cars on rental basis" 1. I/We undertake that I/we have carefully studied all the terms and conditions and understood the parameters of the proposed work of PPV&FRA Office, New Delhi and shall abide by them.
2. I/We undertake that I/we have understood the tender and shall conduct the work strictly as per these "Parameters and Technical specifications for conducting the work".
3. I/We hereby certify that none of my relative(s) who are employed in the PPV&FRA, New Delhi.
4. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

(Dated Signature of Tenderer with stamps of the firm)

Dated:.....

At.....

TENDER FINANCIAL BID

1. Rate (all inclusive including all taxes and levies) for Non Air Conditioned Cars as indicated below:

(a) For Non Air Conditioned Cars

Type /Model of Car(2015)	Rates (in Rupees in figures and words)
(Petrol/CNG)	
a. 8.30 hours or 80Kms (per day) and at monthly slab of 1800 Km	
b. Rate per additional Km.	
c. Rate for additional time i.e. per hours	
d.Any other charges	

(b) For Air Conditioned Cars

Type /Model of Car (2015)	Rates (in Rupees in figures and words)
(Petrol/CNG)	
a. 8.30 hours or 80Kms (per day) and at monthly slab of 1800 Km	
b. Rate per additional Km.	
c. Rate for additional time i.e. per hours	
d.Any other charges	

(c) Call basis for AC and Non-AC Cars as and when required

Type /Model of Car	Rates (in Rupees in figures and words)
(Petrol/CNG)	
a. 8.30 hours or 80Kms (per day) and at monthly slab of 1800 Km	
b. Rate per additional Km.	
c. Rate for additional time i.e. per hours	
d.Any other charges	

Any other Information:

(Dated Signature of Tenderer with stamps of the firm)

Dated :

At.....