



CREATIVE MUSEUM DESIGNERS

(Section 8 company guaranteed by NCSM)

NCSM Campus, Building II, 6th Floor, 33, Block - GN, Sector - V, Bidhan Nagar,
Kolkata - 700091, India. Phone: 033 2357 6041, Website: www.cmdncsm.in

Date : 14.12.2022

CORRIGENDUM-1

Ref. No. CMD- 009.15(SER)/22-23/16

Name of the work: Hiring of Vehicle of monthly rate contract basis for official use

In the partial modification of the above tender is given as below:

SL. no.	Clause no. & Page no.	Existing	Read as
1	2 of GTC, Page no. 12	The vehicle model should not be older than Five years i.e., not manufactured before 01-01-2017 .	The vehicle model should not be older than Three years i.e., not manufactured before 01-01-2019 .
2.	3 of GTC, Page no. 12	The vehicle should not have been run more than 30,000 kms .	The vehicle should not have been run more than 50,000 kms .
3	Annexure-IV, Page no. 21	Rate quotation for AC and Non-AC cars. (Old format)	Rate quotation for AC cars only. (New format provided)
4.	Do	Lump-sum amount for pick up/drop to Airport/ Railway station by Sedan vehicle (maximum 50 kms irrespective of days and timing) Including Holidays.	Lump-sum amount for pick up/drop to Airport/ Railway station by Sedan vehicle (maximum 50 kms for 3 hours irrespective of days and timing) Including Holidays.
5	Do	Per day hiring charges for Sedan vehicle for outstation duty (minimum 250 kms per day) [quote night charges separately] Including Holidays.	Per day hiring charges for Sedan vehicle for outstation duty (minimum 250 kms per day) [quote night charges, retention charges separately] Including Holidays. (Garage to Garage charge shall be considered)

But for the above changes, all other terms and conditions given in the above-cited remain unaltered.

Please visit www.cmdncsm.in regularly for any further corrigendum.

TENDER

FOR

**HIRING OF VEHICLE ON MONTHLY RATE
CONTRACT BASIS FOR OFFICIAL USE**

Creative Museum Designers

(A Section 8 Company Guaranteed by National Council of Science Museums)

Govt. of India

33 Block- GN, Sector-V, Bidhannagar, Kolkata-700 091

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(A Section 8 Company Guaranteed by National Council of Science Museums)

Govt. of India

33 Block- GN, Sector-V, Bidhannagar, Kolkata-700 091

PART OF: TECHNICAL BID

NOTICE INVITING TENDER

Tender No. CMD- 009.15(SER)/22-23/16

Creative Museum Designers invites sealed tenders under two-bid system from reputed and experienced agencies for **HIRING OF VEHICLE ON MONTHLY RATE CONTRACT BASIS FOR OFFICIAL USE** at the above address.

The interested agencies are required to submit the technical and financial bids separately. The bids in Sealed **Part-I/Envelope-I** containing “**Technical Bid**” and Sealed **Part-II/Envelope-II** containing “**Financial Bid**” should be placed in a third sealed cover superscribing “**HIRING OF VEHICLE ON MONTHLY RATE CONTRACT BASIS FOR OFFICIAL USE along with the Tender No. CMD- 009.15(SER)/22-23/16**” and should reach CMD by 03.00 PM on or before 30th Dec. 2022. The technical bids shall be opened on the same day at 04:00 PM at CMD.

The bid security (EMD) of ₹12,000.00 (Rupees twelve Thousand only) should be paid by an acceptable mode of payment as prescribed in the Tender Document in favour of **Creative Museum Designers, payable at Kolkata.**

The criteria of selection, as well as rejection, are defined in **Annexure - I and II** of the tender document.

The bid shall remain valid for 90 days from the date of opening of the Financial Bid. Any future clarification and /or corrigendum(s) shall be communicated through e-mail.

Note: This notice is a part of the Tender Document.

BIDDER QUALIFICATION CRITERIA

Bidders intending to participate shall fulfil the following qualification criteria:

A. Techno Commercial Criteria:

The bidders should have experience in executing similar job i.e. providing vehicle on monthly rate contract basis in Govt./Semi Govt./Public Sector/ Corporate offices, of having minimum contract value as indicated below in last 3(three) years reckoned from the due date for submission of the bid.

- a) One contract having a minimum value of Rs. 3.84 Lakh (Rupees Three Lakh and eighty-four thousand Only).
- b) Two contracts each of minimum value of Rs. 2.40 Lakh (Rupees Two Lakh and forty thousand Only).
- c) Three contracts each of minimum value of Rs. 1.92 Lakh (Rupees one Lakh and ninety-two thousand Only).

B. Financial Criteria:

- a. The bidder must have a PAN issued by the Income Tax Department of India.
- b. Bidder should have GST registration with the concerned authority along with Registration certificate of agency under the Shop & Establishment Act.
- c. Average Annual Turnover for the last 3 (three) years must be equal to or greater than 7.2 Lakh.
- d. Bidder should have liquid assets or should submit evidence of access to liquid assets of Rs.50,000/- (Rupee fifty thousand only) (Bank certificate or last one-year bank statement)

ASSISTANCE TO TENDERERS/BIDDERS: -

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to:

**Administrative Officer
Creative Museum Designers
33 Block- GN, Sector-V, Bidhannagar,
Kolkata-700 091
Email: cmd.ncsm@gmail.com**

INSTRUCTIONS FOR FILLING UP THE TENDER

The Creative Museum Designers is a Section 8 Company guaranteed by National Council of Science Museums, Kolkata (*hereinafter referred to as the Company).

1. The instructions and General Terms and Conditions given herein will be strictly binding on the tenderers and deviation, if any, shall make the tender liable to be considered invalid. Tenders incorporating additional conditions by the tenderers are liable to be rejected.
2. **Sealed tenders are hereby invited from reputed and experienced car rental agencies/ individuals for Hiring of Staff car for official use at Creative Museum Designers, Kolkata on monthly rate contract basis for a period of One year which may be extended for a further period of two years by extension of one year at a time on mutual consent, on the same terms and conditions, if the services are found satisfactory.**
3. Tenders will be issued between 10.00 AM and 5.00 PM on all working days from 2nd Dec, 2022 till 30th Dec, 2022 from CMD Office, Kolkata. Duly filled in tenders will be received up to 3.00 PM on 30th Dec, 2022, Part-I of the tender will be opened on the same day i.e. on 30th Dec, 2022, at 4.00 p.m. in presence of available Tenderers/bidders. Tenderers may note that opening of tenders in their presence or in the presence of their authorized representatives is not obligatory on the part of the consideration of the Company. In case the tenderers or their authorized representatives are not present, tenders will be opened as per rules and on the scheduled date and time unless it is notified otherwise by the consideration of the company earlier. The Company reserves the right to alter the dates of issue, receipt and or opening of tenders etc. if so necessary. Tenders received after the due date and time shall not be accepted and will be rejected straightway without any further reference. The date for opening Part-II containing Financial Bid will be intimated to the qualified tenderers separately.
4. The bidder must have at least three years of experience in providing vehicles on hire to at least one Government Organization/PSU/a prominent Private Sector Company.
5. There should be no legal case pending with the police / Court of Law/any Law Enforcement Agency against the Tenderer/Bidder. Certificate to this effect to be submitted by the Tenderer as per Annexure-I.

6. A copy of the terms and conditions sheet(s) shall be signed & stamped on each page and submitted with the technical bid as token of acceptance of terms and conditions, which shall also form an integral part of the agreement to be executed after award of contract.
7. The intending tenderers/bidders must read the terms and conditions of tender carefully. They should submit their bid only if they consider themselves eligible as per the laid down criteria and if they are in possession of all the documents / registrations required.
8. Information and Instructions for tenderers/bidders shall also form a part of the bid document and agreement.
9. Out of the bid documents submitted by intending tenderers/ bidders, the technical bids of all respondents will be opened and scrutinized for fulfilment of mandatory eligibility conditions. The financial bids of only those tenderers/bidders shall be opened who have deposited Earnest Money as specified above duly signed and stamped on all the pages of the tender document; and whose documents are found to be in order by the Technical Evaluation Committee (TEC) and the Tenderer/Bidder is considered eligible considering all eligibility criteria by TEC.
10. **The sealed tenders are invited under two-bid system. The interested agencies are required to submit the technical and financial bids separately. The bids in Sealed Part-I/Envelope-I containing “Technical Bid” and Sealed Part-II/Envelope-II containing “Financial Bid”. The technical bids will be evaluated first and there after financial bids of only the eligible tenderers/bidders shall be opened. These envelopes shall contain one set of the following documents:**
 - a) **TECHNICAL BID ENVELOPE shall contain the following documents:**
 - i. Demand Draft/Pay order or Banker’s Cheque of any Nationalised/Scheduled Commercial Bank towards Earnest Money Deposit (EMD) of Rs. 12000.00 in favour of Creative Museum Designers, payable at Kolkata.

Earnest Money Deposit in the form of Bank Guarantee, bond or any other forms shall not be accepted. Earnest Money Deposit in respect of such offers which are not accepted will be returned to the tenderers within 15 working days from the date on which the final decision is taken about the tender or within one month from the date of opening of the tender whichever is earlier. **Earnest Money Deposit in respect of the successful tenderer will be retained with the Creative Museum Designers, Kolkata as per terms of clause No. 23 of GTC of this document.** If the successful tenderer fails to execute the job strictly as per the criteria, provided by the Creative Museum Designers, Kolkata, in full or in part, or fails to accept the job after placement of the order, the Earnest Money Deposit retained with the Creative Museum Designers shall be forfeited forthwith after the cancellation of the concerned work order. No interest will be paid on the Earnest Money Deposit by Creative Museum Designers, Kolkata. **MSME clause is not applicable in CMD, therefore, submission of EMD is mandatory for all bidders.**
 - ii. Copy of PAN card.
 - iii. Copy of GST registration (if applicable).
 - iv. Registration certificate of agency under Shop & Establishment Act

- v. Bank Details of bidder
- vi. Registration certificate of vehicles registered under the name of agency/
Certified Copy of the agreement between the owner of the car and the
tenderer. (Smart Card of all the vehicles owned by the party is to be submitted,
to ascertain the nos. of vehicle owned by the party)
- vii. Copy of Income Tax Returns and audited annual accounts and balance sheet
for last three years.
- viii. Declarations and Undertaking
- ix. Copy of the filled in form of details of information of the agency/bidder.
- x. **Details of WORK EXPERIENCE CERTIFICATES/ CONTRACT
EXECUTION CERTIFICATE along with Work Order issued by
Central / State Govt. bodies / Department /PSUs / Autonomous
bodies/industries/factories or other similar organisations in the last 3
years ending on 31 March 2022. (submission of Work Order along-with
execution certificate is mandatory).**
- xi. Copies of Balance Sheet and Profit & Loss A/c of previous three financial
years ending 31 March 2022 duly certified by CA.
- xii. List of Arbitration cases (if any)
- xiii. Copy of Last 3 years' ITR.
- xiv. Forwarding letter clearly indicating the documents attached therein. The
tenderer shall clearly state in the forwarding letter that they have not put
forward any extra conditions in the offer form in PART - II.
- xv. “General Terms and Conditions”, “Technical specification for **HIRING OF
VEHICLE ON MONTHLY RATE CONTRACT BASIS FOR OFFICIAL
USE.**”
- xvi. Three Declarations (1, 2 and 3) and undertaking duly signed by the tenderer
along with the official seal. (format provided in Annexure-II)
- xvii. Additional/Counter Terms & conditions will not be accepted and also any
additions/deletions or changes in our format will not be allowed.
- xviii. The sealed tender should be dropped in the Tender Box kept on **the 6th floor
of Creative Museum Designers, NCSM Campus, Building-II, 33, Block-
GN, Sector-V, Bidhannagar, Kolkata- 700 091.**
- xix. Tenders received late (including postal delay)/ in open condition/ without
EMD/ not meeting the tender condition / incomplete in any respect are liable
to be rejected.
- xx. Bidders are advised to study carefully the tender documents and the
conditions before quoting their bid. All the pages of the tender document
should be signed and stamped by the bidder as a token of acceptance. An
incomplete bid in any respect is liable to be rejected.
- xxi. In exceptional circumstances, prior to the expiry of the bid validity period,
CMD may request tenderers to extend the period of validity of their bids. The
request and the responses shall be made in writing.

- b) FINANCIAL BID ENVELOPE shall contain:
- i. Rate Quote Sheet format for lump-sum monthly charges for hiring of one number of sedan vehicle for 1400 kms. and 300 Hrs. (duly signed and sealed).
 - ii. Rate Quote sheet format for Rate Only Items (to be submitted with financial bid envelope as per the format given in Annexure – IV in agency’s letterhead, duly signed and sealed).
 - iii. The financial bids (Part-II) of the eligible tenderers shall be opened after the evaluation of technical bids (Part-I).
 - iv. The rates should be indicated both in words and figures. In case of discrepancy between the figure(number) and words, the rates given in the words only will be taken as authenticate and no further clarification will be sought from the bidder.
 - v. All the pages of the Financial Bid should be signed and stamped by the bidder. An incomplete bid in any respect is liable to be rejected.
 - vi. In exceptional circumstances, prior to the expiry of the bid validity period, CMD may request tenderers to extend the period of validity of their bids. The request and the responses shall be made in writing.
 - vii. The date for opening Part-II containing Financial Bid will be intimated to the qualified tenderers separately.
11. The bid shall be evaluated only on the basis of rate quoted for lumpsum monthly charges for hiring of one number of sedan vehicle for 1400 kms and 300 Hrs. Accordingly, the lowest bidder of Sl. No. (i) above shall be awarded the contract. The rates obtained for ‘Rate Only Items’ shall be operated only in case of requirement for the same.
 12. It may be noted that the Technical Bid Envelope which are not found in order as per requirement of Creative Museum Designers, Kolkata shall be summarily rejected.
 13. Tenders which do not fulfil any of the above conditions and/or are incomplete in any respect are liable for summarily rejection.
 14. Earnest Money is liable to be forfeited if the successful tenderer/bidder selected for providing the services fail to take up the work and sign the formal agreement within 07 days from the date of issue of Order Letter to them.
 15. The validity period of the tender shall be 03 (Three) months from the date of opening of the Financial bid. This period may be extended suitably if the decision regarding issue of order letter is delayed for any reason.
 16. After award of work, if the successful Tenderer/Bidder refuses or neglects to execute the contract or fails to furnish the required security deposit/retention money within the time frame specified by the Creative Museum Designers, Kolkata, the award of contract shall stand cancelled and the successful Tenderer/Bidder shall be blacklisted for participating in Tenders in Creative Museum Designers, Kolkata.

17. The Managing Director, Creative Museum Designers, Kolkata reserves the right to verify the credentials submitted by the tenderer/bidder at any stage (before or after the award of work). If at any stage, any information/documents submitted by the tenderer is found to be incorrect/false or have some discrepancy which disqualifies the Tenderer/Bidder, then the following action will be taken:
 - a. Forfeit the entire amount of EMD and/or Security Deposit submitted by the tenderer/bidder and also the successful bidder after award of contract.
 - b. Terminate the contract, if already awarded.
 - c. The tenderer/bidder shall be liable for debarment from tendering in Creative Museum Designers (CMD), apart from any other appropriate contractual/legal action.
18. Creative Museum Designers does not bind itself to accept the lowest tender and reserves the right to reject or partially accept any or all of the tenders received without assigning any reasons.
19. Tenders which do not fulfil all or any of these conditions or incomplete in any respect are liable to summary rejection without assigning any reason.
20. Tenders incorporating additional conditions are liable to be rejected.
21. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the agencies who resort to canvassing will be liable to rejection on this ground alone.
22. The agency shall declare in writing that none of their partners is in any way related to any officer of Creative Museum Designers, including the units under its control and unit of NCSM.
23. Intending bidder must have a telephone/ mobile phone & an email ID where requisition of vehicles can be conveyed all the 24 hrs. Telephone No./Mobile no & email ID must be specified in the bid.
24. No vehicle should be supplied having registration in the name of employee of the Creative Museum Designers (CMD) or their close relative.
25. The tenderers should quote their rate in figures as well as in words, the rates and amounts tendered by them.
26. The consideration of the company does not bind itself to accept the lowest tender and reserves to itself the authority to reject or partially accept any or all the tenders, tendered items or schedules received without assigning any reason whatsoever.
27. For the purpose of opening the tenders, it is clarified that only the sealed envelope marked Part I will be opened first. After the opening authority of the tender is satisfied with the documents in the envelope marked part I are in order, the other sealed cover marked Part II may be opened subsequently after the approval of competent authority of CMD.
28. Earnest Money is liable to be forfeited if the successful tenderer selected for the work fails to sign the formal agreement within 15 days from the date of issue of the Order

Letter to them by the consideration of the Company.

29. The validity period of the tender shall be at least 90 days from the date of opening of the financial bid. This period may be extended with mutual consent if the decision regarding issue of order letter is delayed for any reason.
30. Incomplete offers i.e. offers received without prescribed “Offer Form” “General Terms and Conditions”, for “HIRING OF VEHICLE ON MONTHLY RATE CONTRACT BASIS FOR OFFICIAL USE”, and “Declarations” duly signed with official seal on all pages will be rejected straightway without any reference to the tenderers.
31. Telegraphic and the conditional offer shall not be accepted.
32. **Overwriting** in the “Offer Form” is not permitted and shall be rejected straightway without any further reference.
33. **Tenderer should be in possession of: -**
PAN Card [in the name of firm/agency or proprietor], **Registration under the Shops & Establishment Act**, GST Registration. The agency or any of its Proprietor/ partners /directors etc. should not have been blacklisted/ debarred by any of the government agencies or departments or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic offence or for violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws. Further no past contract of such agency should have been terminated in the past 3 years on account of violation of laws or deficiency of services or breach of contract.
34. All the envelopes mentioned above should be submitted in an envelope, super-scribing the Tender for “HIRING OF VEHICLE ON MONTHLY RATE CONTRACT BASIS FOR OFFICIAL USE” within the due date.
35. CMD reserves the right to accept or reject any bid in part or full without assigning any reason whatsoever.
36. The authorities of Creative Museum Designers, Kolkata (CMD) do not bind themselves to accept the lowest tender and reserve the right to reject or accept any or all tenders wholly or partially without assigning any reason whatsoever.
37. **Opening of Bids**
Part - I will be opened on the date, time and at the venue already indicated. After finalization of the Technical Bid, CMD shall open the Part-II/Financial Bid of only those tenderers who have been declared technically qualified by CMD. The date for opening Part-II containing Financial Bid will be intimated to the qualified tenderers separately.
38. **Tie Bid**
In the event of two bids are found to be subsequently equivalent, the tenderer/bidder who has the maximum number of car’s registration in his/her own name will be taken into consideration.

39. PRE-BID CONFERENCE AND CLARIFICATIONS

i. Pre-bid Conference

- a) CMD shall hold a pre-bid conference with the bidders **on 08th Dec, 2022 at 3.00 PM.**
- b) The bidders will have to ensure that their queries, if any, for the pre-bid conference should be sent to **cmd.ncsm@gmail.com** by **04.00 PM on 07th Dec, 2022.**
- c) The queries should necessarily be submitted in MS Word file in the following format:
- d) Any requests for clarifications submitted post the indicated date and time shall not be entertained by CMD.

Sl. No.	Reference(s) (Clause & Page No.)	Content requiring Clarification(s)	Points of Clarification
01.			

ii. Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum (if any)

- a) CMD will endeavour to provide timely responses to all queries. However, CMD neither represents nor warrants as to the completeness or accuracy of any response made in good faith, nor does CMD undertake to answer all the queries that have been submitted by the bidders. At any time prior to the last date for receipt of bids, CMD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by a corrigendum or addendum;
- b) Any such corrigendum/addendum shall be deemed to be incorporated into this tender document and shall form part of the tender document;
- c) In order to provide prospective bidders reasonable time for taking the corrigendum/addendum into account, CMD may, at its discretion, extend the last date for the receipt of the bids.

40. Language

The bid as well as all correspondence and documents relating to the bid to be exchanged by the bidder and CMD shall only be in English.

PART OF: TECHNICAL BID

IMPORTANT INFORMATION AND DATES

Estimated Annual Value	:	₹ 4,80,000/- (GST Extra)
Details of requirement of vehicle		One number of Sedan vehicle (any colour) 4(four) seater for 1400 Kms and 300 Hrs. per month. However, CMD may place the order(s) for more number of vehicles as per the actual requirement from time to time. The successful bidder shall have to provide the desired number of vehicles based on the requirement of the office at the rates quoted in the Rate Quote Sheet.
Last Date for submission of Offer	:	30-12-2022 (3.00 PM)
Place for submission of Offer	:	Tender Box, 6th floor of Creative Museum Designers, 33, Block GN, Sector V, Bidhannagar, Kolkata- 700 091.
Tender Opening Date (Technical Bid)	:	30-12-2022 (4.00PM) (for Part-I)
Tender Opening Date (Financial Bid)	:	The date for opening Part-II containing Financial Bid will be intimated to the qualified tenderers separately.
Validity of the Offer	:	90 days from the date of opening of the Financial bid
Security Deposit	:	As per Clause no. 23 of GTC
EMD	:	₹ 12,000.00/- (Rupees Twelve Thousand Only) by way of Demand Draft/Pay Order or Banker's Cheque of any Nationalised/ Scheduled Commercial Bank in favour of Creative Museum Designers payable at Kolkata.

Creative Museum Designers

(A Section 8 Company Guaranteed by National Council of Science Museums)

Govt. of India

33 Block- GN, Sector-V, Bidhannagar, Kolkata-700 091

PART OF: TECHNICAL BID

GENERAL TERMS & CONDITIONS

1. The staff car should be “Sedan” (Any colour) in Diesel/Petrol model with AC facility. (Suggested cars: Maruti Suzuki Dzire, Honda Amaze, Hyundai Xcent, Toyota Etios etc.) The Car/Vehicle should be registered for commercial purpose.
2. The vehicle model should not be older than **03 (three) years** i.e., not manufactured **before 01-01-2019**.
3. The vehicle should not have been run more than **50,000 kms**.

Creative Museum Designers is open on all the working days in a year except every 2nd & 3rd Saturday of each month, Sundays and National Holidays. The Car along with its driver will have to be stationed at Creative Museum Designers, Kolkata during working hours (09:00 am to 07:00 pm) on all days. Hence, the duty days of the vehicle will be 6 days a week. The timings are subject to change as per the requirements of Creative Museum Designers.

4. The agency should be registered with the authority concerned of a State or Central Government and shall possess requisite registration/license required by the Transport Department of Govt. of West Bengal for running the commercial vehicle.
5. The Service Provider shall not be allowed to sub-let the Contract and the ownership of hired vehicle will remain with the Service provider and Creative Museum Designers, Kolkata shall be entitled to use the vehicle within the scope of service specified under this contract.
6. The service provider shall provide dedicated vehicle and any change in vehicle and/or driver shall be made only in very exceptional circumstances. Replacement of the vehicle shall be provided in the event of a breakdown of vehicle/non-availability of driver. The replaced driver should have a valid driving license.
7. The vehicle must be available to the Creative Museum Designers, Kolkata, for all the working days of the month.
8. The liability on account of fuel, wages of driver and all expenses relating to maintenance, insurance, taxes etc. of the vehicle would solely and wholly, be the responsibility of the service provider and Creative Museum Designers, Kolkata will not bear any liability apart from the hiring charges. The toll charges, parking fee or entry taxes shall be reimbursed by Creative Museum Designers on submission of the same by service provider along with monthly bill.
9. The owner shall have been registered with authority concerned of state or central government and should fulfil the conditions prescribed in section 66 of Motor Vehicles Act, 1988 for hiring of vehicles.

10. The owner will indemnify for Loss/damage of property of life of passenger of third party because of negligence of driver or poor maintenance of vehicle or due to an accident.
11. The vehicle deputed should carry all relevant documents as duly updated and should fulfil the norms prescribed by the appropriate Govt/ Department.
12. The driver should have sufficient imprest money to meet with any contingencies en-route.
13. The driver deployed for the vehicle should satisfy the following conditions:
 - I. Driver shall have a minimum 3 years of experience of commercial vehicle driving.
 - II. Driver shall wear the prescribed uniform as mutually agreed upon.
 - III. Driver shall be well versed with the roads and places in Kolkata and nearby areas.
 - IV. Once the driver has been allotted to a particular vehicle, he shall remain with the same vehicle for a period of at least one year. Any change in the designated driver shall be intimated to the concerned officer 24 hours before such change is affected.
 - V. Driver shall have a mobile phone with him in working condition by the service provider for which no extra payment will be made.
 - VI. Driver shall be decent and well behaved and should not have any criminal cases against him. The driver shall be bound to carry out the instructions of the Creative Museum Designers, Kolkata as well as the officers assigned to the vehicle.
 - VII. Car shall be kept clean and odour free, suitable for official use. The vehicle should be provided with basic amenities, neat and clean seat covers with towels, gas perfume and curtains as these are to be used by the Senior Officers of Creative Museum Designers.
 - VIII. The driver shall keep all the required documents of the vehicle with him all the time. The service provider shall be liable for completion of all the statutory requirements of the transport authority and indemnify Creative Museum Designers of the consequences arising out of any mishap, accident or any other kind violation of the traffic rules. In case of any challan for violations, only the service provider shall be responsible.
 - IX. The assigned vehicle shall be equipped with an emergency medical kit and a fire extinguisher.
14. The duty hours will normally start from 9:00 AM to 7:00 PM. However, if so required, the duty hours can be extended beyond above prescribed hours per day. The payment for extra mileage and extra duty hours in a month will be done on pro-rata basis calculated on basic package rate as under:
 - (i) **Extra per Km charges** – Monthly package cost divided by no. of kms in monthly package multiplied by 0.4
 - (ii) **Extra hour charges** – Monthly package cost divided by no. of hours in monthly package

15. If the vehicle is out of order, the Travel Agency/ Service Provider shall provide a substitute & suitable vehicle immediately. In case, vehicle does not report on time/does not report at all, the Creative Museum Designers, Kolkata will have a right to hire any other vehicle from the market and the additional cost incurred by the Creative Museum Designers will be borne by the Travel Agencies / Service Provider.
16. The travel agency / Service Provider and driver shall be bound to carry out the instructions of the authorized officer of Creative Museum Designers as well as the Officers assigned to the vehicle.
17. The responsibility for the safety and security of the operational vehicle provided to Creative Museum Designers, solely lies with the contractor. It is also the contractor's absolute responsibility to take care of any damage/repairs caused to his operational vehicle during the operation of the contract.
18. A daily record indicating time and mileage for each vehicle shall be maintained separately in a log book. The following details are required in the log book:
 - a. Reporting time and place
 - b. Opening Kilometer
 - c. Closing Kilometer
 - d. Time of closing
 - e. Place of closing
 - f. Signature of user
19. The mileage shall be reckoned from Creative Museum Designers or the place from where of duty commences. Similarly, the closing mileage shall be the place where the duty ends on a particular day. The meter reading should tally the actual distance run at any instant. The authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
20. In the event of the award of the tender & prior to execution of the contract, the contractor shall be required to submit copies of the Registration Certificate and comprehensive Insurance Policies of the vehicle including passengers of the vehicles being offered for hire & particulars with photograph and copy of license of the driver dedicated to vehicle. He shall also be required to produce the vehicle in the Creative Museum Designers, Kolkata for the physical verification/inspection.
21. No request for escalation of rates will be entertained for whatsoever reason during the currency of contract.
22. The contract can be terminated by Creative Museum Designers, Kolkata at any time without notice in the event of persistent failures of the Agency in providing satisfactory services to Creative Museum Designers, Kolkata. The decision of Creative Museum Designers, Kolkata in this regard shall be final and binding on the Agency. For reasons other than above, the contract can be terminated by either party by providing clear three months' notice in writing.
23. **SECURITY DEPOSIT:**

A security deposit of minimum 5% of the annual value of contract (which includes the EMD submitted by the tenderer) is to be deposited by the Agency either in the form of

electronic transfer mode i.e. NEFT/RTGS or through demand draft/pay order drawn in favour of Creative Museum Designers, Kolkata, payable at Kolkata to cover the risk or any loss caused to the Creative Museum Designers, Kolkata due to fraud, theft, pilferage etc., the responsibilities for which are attributable, directly or otherwise, due to the negligence or inefficiency on the part of the agency or any breach of contract of whatsoever nature or on the part of the agency. In the event of any such occurrence and/or breach of contract, the amount of compensation, as assessed by Creative Museum Designers, Kolkata shall be final and binding on the bidder/tenderer and the same shall be recovered either from the bill for monthly service charges due to the Agency or from their security deposit at the discretion of the competent authority of Creative Museum Designers, Kolkata.

24. **PAYMENT:**

No advance payment shall be payable. The billing will be done on monthly basis and it should be submitted by the owner on or before 10th of the following month. The payment will be made for those log book entries which have been signed by the officials using the vehicle. It will be the responsibility of the vehicle driver to get the book entries indicating start kilometre, end kilometre, distance covered, time from office, place visited and etc. for each occasion of journey signed by the officer/official travelling on day-to-day basis. The minimum payment on agreed monthly basis for 1400 kms and 300 Hrs. will be paid. The unused kilometres and hours of a month shall be carried forward to the subsequent months. The unused kilometre would mean the difference between agreed kilometre i.e. 1400 kms run in a month and actual kilometre run by one or more car of the agency if the actual kilometre run by a car is individually less than agreed kilometre.

25. Parking Fee and Toll Charges, if any may be claimed by producing the parking / toll slips along with monthly bill.

26. Payment of any Govt. Tax or duty for plying the vehicles will be liability of agency/service provider.

27. **PENALTY:**

In case of non-compliance of the above terms and conditions of the contract, a penalty may be levied. The penalty for some of the defaults is as under:

Sl. No.	Nature of default	Penalty (in Rs.)
1	Late Reporting	Rs. 100/- per instance
2	Non – reporting	Rs. 300/- per instance
3	Poor maintenance of vehicle	Rs. 200/- per instance
4	Refusal of duties	Rs. 500/- per instance

In case of any breakdown of the vehicle, the service provider shall immediately provide another vehicle as replacement; otherwise, this office may hire a vehicle from open market and recover the expenses from the payments to the contractor along with a penalty as stipulated above in addition to deduction at pro-rata basis for that day.

28. In case of frequent violations of the terms & conditions, the contract can be cancelled forthwith at the risk and cost of travel agency/service provider.

29. **ARBITRATION**

In the case of any disputes or differences arising out of or in connection with, or concerning this Agreement, it shall be settled by arbitration. The arbitration shall be conducted by an expert as Arbitrator in the field acceptable to both the parties. In case of disagreement, it shall be through three experts in the field, one to be appointed by each party and the third presiding expert to be jointly appointed by the expert referred to. The arbitration shall be as per the provision of the Arbitration and Conciliation (Amendment) Act, 2015 and the decision of the panel so appointed shall be final and binding on both the parties to this Agreement. The place of arbitration shall be normally Kolkata or any other suitable place mutually agreed.

The provisions of the Arbitration and Conciliation Act 2015 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to arbitration proceedings under this clause.

30. **FORCE MAJEURE EVENT (FME)**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood, pandemic, epidemic, quarantine restriction, natural calamities directly affecting the performance of the Contract, and Acts & Regulations. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the ending of the cause respectively. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts. If deliveries/services are suspended by Force Majeure conditions lasting for more than 2 (two) months, Creative Museum Designers, Kolkata shall have the option of cancelling this contract in whole or part at their discretion without any liability at their part.

31. **COURT JURISDICTION**

All disputes arising out of the tender and this contract shall be subjected to exclusive jurisdiction of the Courts at Kolkata and the writ jurisdiction of Hon'ble High Court of Kolkata.

32. The CMD shall pay to the Agency nothing more than the amount as may be due under the contract terms.

33. **Whenever there is a duplication of clause either in the terms and conditions or in the tender document, the clause which is beneficial to CMD will be considered applicable at the time of any dispute/following any statutory rules.**

ANNEXURE-I
PART OF: TECHNICAL BID

(All information should be given in the following format with complete details mandatorily)

1.	Name of the Tenderer/Bidder	
2.	Permanent/Registered Office Full Postal Address	
3.	(a) Local Office (in & around of the Company) Full Postal Address of the Tenderer/Bidder	
4.	Telephone No./Email Office Residence Mobile No. (to be available 24 hours) E-mail ID Website	
5.	State whether Proprietorship/Partnership/Company/Co.op. Society/ Society/ JV/ Consortium	
6.	Name and address of Owner(s)/Partner(s)/Director(s)/ Secretary / Authorised Signatory (in case of JV/ Consortium)	
7.	State whether Registered under various Statutory Acts (if yes, furnish all the registration numbers and also enclose photocopies of valid registered certificates)	
	a) Shops & Establishment Act Regn. No.	
	b) GST Registration No.	
	c) Permanent Account No. (PAN)	
9.	a) Details of turnover in last three years (enclose copies of audited Balance Sheets for last 3 years) b) Bank Solvency Certificate (enclose copy of valid Certificate)	
10.	Enclose copies of Income-Tax returns filed for the last 3 years	
11.	Experience Details: (a) Name and address of the parties with contact details to whom vehicle(s) were given on hire (b) Period of which the vehicle(s) were hired out (c) Number of vehicles given on hire	
12.	Number of vehicles registered under the name of agency/individuals (attach proof)/Certified Copy of the agreement between the owner of the car and tenderer.	
13.	Whether your contract has been terminated during the past 3 (Three) years on account of violation of tender terms of any organisation you served?	
14.	Whether you have withdrawn your service voluntarily from any organisation, before completing the tenure? If yes, please specify the reason	

Note : Separate Sheet may be used wherever required with signature & seal.

Certified that the information furnished above are true to the best of my/our knowledge. It is hereby declared that I/we abide by the decision of Creative Museum Designers, Kolkata for registration and short listing of agencies as technically qualified in e-tender.

**Signature with date & seal of the
Proprietor/Partner/Director/C.E.O**

Creative Museum Designers

(A Section 8 Company Guaranteed by National Council of Science Museums)

Govt. of India

33 Block- GN, Sector-V, Bidhannagar, Kolkata-700 091

Annexure-II

PART OF: TECHNICAL BID

(Format for Declarations & Undertaking **to be typed on bidder's/tenderer's letter head** and to be submitted in Part –I (TECHNICAL ENVELOPE) of the tender document)

DECLARATION -1

This is to certify that neither I/we/any of us/ am/are/is in anyway related to any employee in the Creative Museums Designers, Kolkata.

(Signature of the tenderer)
with seal/rubber stamp

Date:

Place:

DECLARATION -2

I/We hereby declare that I/we have not quoted any extra condition along with the Part-II (FINANCIAL ENVELOPE) of the e-tender.

(Signature of the tenderer)
with seal/rubber stamp

Date:

Place:

DECLARATION -3

(APPLICABLE FOR THE TENDERER/BIDDER whose Registered Office or one of the Branch Offices are not located in and around the place where Creative Museums Designers, Kolkata.

I/We hereby declare that in case we get the contract after being technically lowest tenderer, I/we will open an office or hire a space to run our office within 20 km within one month of such award of contract, having regular telephone/mobile and other means of communication like fax/e-mail etc., where the Company (CMD) is located, Failure to do so on our part, our EMD and Security Deposit/Retention Money will be forfeited and the contract will be terminated forthwith.

(Signature of the tenderer)
with seal/rubber stamp

Date:

Place:

UNDERTAKING

This is to certify that I/we have carefully gone through the instructions to the bidders, terms & conditions of the contract and thoroughly understood the obligations and have accordingly quoted our rates after going through all details. We hereby give an undertaking that we shall provide the services under the contract strictly as per the given job requirement during the period of contract. I/We have neither currently nor on any previous occasion have not been blacklisted/ debarred and no legal cases are pending. I/We have not changed/modified the tender documents in any manner. In case the same is found changed/modified, we understand that our offer shall be summarily rejected and I/we are liable to be banned from doing business with CMD and/or prosecuted as per laws.

(Signature of the tenderer)
with seal/rubber stamp

Date:

Place:

Creative Museum Designers

(A Section 8 Company Guaranteed by National Council of Science Museums)

Govt. of India

33 Block- GN, Sector-V, Bidhannagar, Kolkata-700 091

Annexure-III

PART OF: FINANCIAL BID

OFFER FORM

Tender No. CMD 009.15(SER)/22-23/16

HIRING OF VEHICLE ON MONTHLY RATE CONTRACT BASIS FOR OFFICIAL USE.

I/We have read, understood and accepted all the General Terms and Conditions for “**PROVIDING VEHICLE ON MONTHLY RATE CONTRACT BASIS FOR OFFICIAL USE of CMD**”, as per the criteria laid down by Creative Museum Designers, Kolkata.

Sl. No.	Vehicle	Monthly Rate	GST@___%	Total Amount
01.	Maruti Swift Dzire (A)/Honda Amaze(A)/Toyota Etios Sedan (A)/ Xcent Hyundai (A).			

The above rates quoted by us for the **HIRING OF VEHICLE ON MONTHLY RATE CONTRACT BASIS FOR OFFICIAL USE** is strictly in accordance with the CREATIVE MUSEUM DESIGNERS, KOLKATA criteria and as per GTC.

Validity of offer: Validity of the offer will remain up to 90 days from the date of opening of the Financial bid.

Date:

Signature of the Tenderer/Authorised Attorney

Official Seal

PART OF: FINANCIAL BID

RATE QUOTATION FOR 'RATE ONLY ITEMS'

(to be submitted on the agency's letterhead, signed and sealed in .pdf format along with the Financial bid envelope of the Tender)

Name of the Agency/Service Provider:

Address of the agency:

PAN No. and GSTIN:

Tender No.: **Tender No. CMD 009.15(SER)/22-23/16**

Sl. No.	Description of item	Rate (in rupees)
		A.C. only
1.	Per day hiring charges for extra Sedan vehicle (minimum 8 hrs. and 80 kms) Including Holidays.	
2.	Per day hiring charges for Premium SUV (Toyoto Innova, Tata Sumo , Toyoto Crysta vehicle) (minimum 8 hrs. and 80 kms) Including Holidays.	
3.	Lumpsum amount for pick up/drop to Airport/ Railway station by Sedan vehicle (maximum 50 kms for 3 hours irrespective of days and timing) Including Holidays.	
4.	Per day hiring charges for Sedan vehicle for outstation duty (minimum 250 kms per day) [quote night charges & retention charges separately] Including Holidays. (Garage to Garage charge may be considered)	

N.B.- Bidders are requested to quote distinct rates for various models.

(Signature of the tenderer)

with seal/rubber stamp

Date:

Place: