

Providing Cars (AC/Non-AC) on Rate Contract Basis

SECTION – A

TWO-PART TENDER

Invitation to Tender and Tender Conditions

1. Introduction:

Institute for Plasma Research (IPR) is an aided Institute of the Department of Atomic Energy (DAE), Government of India engaged in theoretical and experimental studies in plasma science including basic plasma physics, magnetically confined hot plasmas and plasma technologies for industrial applications.

IPR requires to have cars on rental basis at its various premises and therefore proposes to outsource the work to a professional agency having competence in this field.

2. Invitation of tender

2.1. Institute for Plasma Research (IPR) invites online tenders for ProvidingCars (AC/Non-AC) on Rate Contract Basisas per the details mentioned in this tender document. If you are in a position to quote for the said services in accordance with the scope and conditions stipulated in this tender document, please upload your offer in a manner and method specified below:

3. MANNER AND METHOD FOR SUBMISSION OF TENDERS:

3.1. All tenders in response to this invitation shall be submitted through online mode only. Tender submitted by **fax/cable or any mode other than online will NOT be considered at all** and all such tenders will be rejected without any notice to the tenderer.

3.1.1. Part-I (Techno-commercial): This part of the tender shall include/contain documents related to eligibility criteria, scope of work and also the commercial terms and conditions of contract for the services to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF.**

Proof for fulfilment of eligibility criteria mentioned in Annexure-II should be uploaded along with the tender.If the tender is submitted without proof of eligibility criteria, the offer may be rejected.

3.1.2.Part-II (Price-bid): This part should contain only the prices and should be furnished in accordance with the format provided in this tender document.

3.1.3.If tenderer includes prices of any nature in Part-I (Techno-commercial) of the tender, such offers are liable for rejection without any notice to the tenderer.

4. Eligible Bidders:

4.1.1. This Invitation of Bids is open to all bidders who meet the **Eligibility criteria** mentioned in **Annexure-II** of the tender documents.

4.1.2. The Bidders shall bear all costs associated with the preparation and submission of their bids and IPR will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. Pre-bid Clarifications:

5.1.1. **The applicant can seek clarifications (pre-bid) regarding the tender document up to 10.01.2020 (16:00 Hrs) by uploading their queries on website www.tenderwizard.com/DAE. The clarifications will be uploaded on the same web portal www.tenderwizard.com/DAE by 20.01.2020(17:30 Hrs).**

It may please be noted that any clarifications required in this tender either technical or otherwise shall be clarified before uploading of bid. Bidder shall not have any right to revise their price bid after the due date & time of submission of bids.

5.2. Bids shall be complete in all respects and shall include properly filled in prices and other details as necessary.

6. EARNEST MONEY DEPOSIT (EMD) :

6.1. The Tenderer shall submit, as part of their bid, interest free Earnest Money Deposit (EMD) for an amount as specified in the Tender Notice.EMD shall be submitted by way of Demand Draft from

SBI/nationalized banks or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank) issued in favour of "Institute for Plasma Research" and payable at Ahmedabad. Tender received without EMD will be rejected.

Copy of Demand Draft to be uploaded with the quotation, Original DD should be sent to IPR on or before the specified closing date and time.

- 6.2.** The EMD of unsuccessful Tenderer will be discharged/refunded after finalizing award of the Contract.
- 6.3.** The successful Tenderer's EMD shall be discharged/refunded upon the Bidder submitting the Security Deposit as specified in the contract, without any interest.
- 6.4. The EMD may be forfeited:**
- 6.4.1.** If a Tenderer withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 6.4.2.** In case of the successful tenderer, if the tenderer fails to furnish order acceptance within 15 days of the order or fails to submit the Security Deposit within 21 days from the date of contract/order.

7. LATE/DELAYED TENDERS

- 7.1.** Uploading of the offer document after the due date and time shall not be permitted. Time being displayed on e-Tendering portal shall be final and binding on the bidder.

8. OPENING OF TENDERS

- 8.1.** Unless otherwise rescheduled with advance intimation to the tenderers, tender will be opened in two stages on the date and time indicated on e-Tendering portal.
- 8.2.** Part-I (Techno-commercial) of the tender will be opened at the first stage on the date and time indicated for opening on the e-Tendering portal while the Part-II (Price) will be opened at the second stage after completion of the evaluation of the Techno-Commercial Part (Part-I) of the tender.
- 8.3.** While all the tenderers who uploaded tenders within the due date and time will be permitted to participate in the opening of Part-I (Techno-Commercial) of the tender on the date and time indicated on e-Tendering portal, opening of the Part-II (Price) of the tender can be attended to only by those tenderers whose Part-I (Techno-Commercial) of the tender are found to be technically suitable/ acceptable to IPR.

- 8.4.** The tenderers whose Techno-commercial part (Part-I) are found suitable/acceptable to IPR, will be given advance intimation to enable such tenderers to depute their representative to participate in the opening of the Part-II (Price) of the tender. The technically unqualified tenderers will neither be given any intimation about the date and time of opening of Part-II (Price) of the tender nor will they be permitted to participate in the opening of the same. **Part-II (Price) of the technically disqualified tenderers will not be opened.**

9. AUTHORITY LETTER

- 9.1.** The tenderers who wish to participate in the opening of the tenders may depute their representatives to IPR on the respective date and time as indicated in the tender notice with an authority letter addressed to the Chief Administrative Officer, IPR, which should be produced to the officers who are opening the tenders, on demand to prove the bonafides of the representative who participates in the opening of the tender. In case the representative of the tenderer fails to produce such an authority letter on behalf of the tenderer, he/she may be debarred from participating in the opening of the tenders.
- 9.2.** The tenderers representative, who reaches the venue of the tender opening late, i.e., after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only **one** representative of each tenderer will be permitted to participate in the tender opening.

10. TECHNICAL CLARIFICATIONS

After opening of Part-I (Techno-commercial) of the tender, if it becomes necessary for IPR to seek clarifications from the tenderers, the same will be sought for from the tenderers.

11. DATE FOR OPENING OF PART-II (PRICE):

After completion of technical evaluation, Part-II (Price) of only technically qualified tenderers shall be opened. The date and time of opening of Part-II (Price) shall be intimated only to the technically qualified tenderers. Tenderers, whose Part-I offers have been found suitable will only be permitted to participate in the opening of the Part-II (Price) of the tender.

12. HOLIDAYS:

If the date specified for opening of the tenders is declared as holiday by the competent authority due to any reasons, then the date for opening of tenders will get postponed automatically to the next working day.

13. VALIDITY OF OFFERS:

Offers shall be kept valid for acceptance for a period of 120 (One hundred twenty) days from the date of opening of Part-I of the tender. Offers with shorter validity period will be liable for rejection.

14. PAST PERFORMANCE:

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfilment of terms and conditions of the contract, their offer is liable to be rejected by IPR.

15. ACCEPTANCE OF TENDER:

The acceptance of offer shall be communicated to the successful bidder through a letter of intent.

16. EXECUTION OF AGREEMENT:

The tenderer(s) whose tender(s) is/are accepted shall be required to be present at the office of the Chief Administrative Officer of the Institute in person or if a firm or company by their authorized representative to execute an agreement on non-judicial stamp paper of ₹100/- for satisfactory completion of the job incorporating the conditions mentioned in the tender document and conditions if any subsequently agreed/modified, within 15 days from date of letter of intent. Failure to do so shall constitute a breach of contract effected by the acceptance of the letter of intent, in which case the EMD shall be forfeited.

17. TERMINATION OF CONTRACT:

The contract shall stand terminated:

- a) Unsatisfactory performance during the three month's trial period or extended trial period.
- b) On expiry of the contract period, if not extended further.
- c) In case of unsatisfactory performance or for any other reason, the contract can be terminated at any time during the tenure of the contract at the sole discretion of IPR authorities by giving one month's notice to the contractor.
- d) The contract shall stand terminated in the event of filing any legal petition against IPR by the CONTRACTOR or any of his employees with regard to labour laws/rules or in case of any agitation/strike initiated by the CONTRACTOR's employees.

- e) In case, the CONTRACTOR wants to discontinue the contract, he will have to give 3 (three) months advance notice to IPR in writing narrating the reason.
- f) If the CONTRACTOR suspends the services without any notice to IPR, the whole amount of security deposit shall be forfeited in addition to the loss incurred in making alternate arrangements during the shortfall in the notice period shall be recovered from him.

18. SUB-CONTRACT:

That the CONTRACTOR shall not assign or sublet contract or any part thereof. If he assigns or grants sub-contract to any person without obtaining prior consent of the Institute, the contract may be liable for termination.

19. SECURITY DEPOSIT:

19.1. The successful contractor shall deposit with IPR 10% of contract value as given in Annexure-I, for two years of the contract as security deposit within 10 days from the date of issue of letter of intent in the form of **demand draft/pay order/bank guarantee from SBI/nationalized banks or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank)** issued in favour of **"Institute for Plasma Research"** and payable at **Ahmedabad** and no interest shall be paid thereon. The security deposit shall be refunded to the contractor after 6 months from the date of expiry of the contract after making adjustments of any dues to be recovered from the contractor.

19.2. The whole amount of the Security Deposit will be liable to forfeiture in case of breach of any of the terms agreed upon by the contractor. The security deposit shall also be liable to appropriation against dues payable to IPR under the agreement or damage or expenses that may be sustained by IPR as a result of negligence or such acts and omissions on the part of the contractor or the persons deployed by him at IPR.

In the event of such adjustment of security deposit fully or partly, the contractor shall immediately make good the amount so appropriated from the security deposit in the form of demand draft failing which it shall be adjusted from the amount payable to the contractor.

19.3. The Security Deposit shall be held by IPR as security for the due performance of the contractor's obligations under the Contract, PROVIDED that nothing herein stated shall make it incumbent upon IPR to utilize the Security Deposit in preference to any other

remedy which IPR may have, nor shall be construed as confining the claims of IPR against the contractor to the quantum of the Security Deposit.

20. PERMIT AND LICENCES:

The contractor shall secure and pay for any licenses and permits at his end which he may be required to comply. The contractor should comply with the Motor Vehicles Act 1988 and the same as amended from time to time. Further, all other applicable laws, ordinances and regulations of the public authorities in connection with the performance of his obligations under the contract. The contractor shall be responsible for all damages and shall indemnify and keep IPR harmless against all claims for damages and liability which may arise out of the failure of the contractor to secure and pay for any such licenses and permits or to comply fully with any and all applicable laws ordinances and regulations.

21. PAYMENT:

21.1. The contractor has to submit a monthly bill (s) at each location in duplicate along with necessary supporting documents. The payment will be released after receipt of the bill & its scrutiny.

21.2. No claim for interest will be entertained by IPR in respect of any payment which will be withheld with IPR due to discrepancy between IPR & Contractor or due to Administrative delay for the reasons beyond the control of IPR.

21.3. The contractor has to submit proof along with his claim (from 2nd month onwards) for the following:
1) Wages disbursed to his employees in previous month.
2) Provident fund remittance and ESI remittance (if applicable).

22. INCOME TAX & OTHER DEDUCTION :

Income tax and any other statutory deductions shall be made from the monthly bill/bills as per the provisions. Necessary income tax certificate will be issued to the CONTRACTOR after depositing the amount to the Income Tax Dept.

23. PAYMENT OF TAX :

The GST as applicable, shall be paid to the contractor, separately on submission of necessary proof along with monthly bill(s).

24. WAIVER :

No failure or delay by IPR in enforcing any right to remedy of IPR in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by IPR and notwithstanding such failure or delay, IPR shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

25. STATUTORY REQUIREMENT:

25.1. The contractor shall be fully and exclusively liable for payment of Govt. taxes, levies, duties, comprehensive insurance, and any other fees / taxes payable from time to time during the pendency of the contract. The contractor shall produce the above referred documents for verification to the IPR authorities, on demand.

25.2. The Contractor shall be fully responsible for complying with all the relevant statutory obligations as applicable from time to time including :

- ❖ Contract Labour (Regulation and Abolition) Act
- ❖ Minimum Wages Act
- ❖ Payment of Wages Act
- ❖ Employees Provident Fund Act
- ❖ ESI/Workmen's Compensation Act
- ❖ Bonus Act
- ❖ Fatal Accident Act
- ❖ Gratuity Act
- ❖ Motor Vehicle Act 1988 & Motor Vehicle Rules 1989& as amended from time to time
- ❖ Any other act, as applicable from time to time

Consequences arising out of the non-compliance with statutory requirements shall be the entire responsibility and be borne by the contractor. All the relevant records / documents / registers / correspondances / receipts etc. for the above may be maintained by the contractor and produced for verification whenever desired by the Institute.

25.3. If due to any reason whatsoever, the IPR is made liable, it shall be payable by the CONTRACTOR and all such liabilities shall be recovered by IPR from any dues payable by the IPR to the CONTRACTOR and / or from the Security Deposit of the CONTRACTOR and available properties and sources of the CONTRACTOR through process of law.

25.4. The CONTRACTOR shall strictly comply with the provisions of Employees Provident Fund Act and ensure proper registration of all their employees with RPFC before commencing. The CONTRACTOR

shall deposit employees and employers contributions to RPFC every month and a copy of the Challan should be submitted for verification along with the monthly bill.

25.5. The CONTRACTOR shall obtain the Insurance policy in respect of the staff engaged by him for the job. The CONTRACTOR shall indemnify IPR under the Workmen's Compensation Act, 1923 and its amendment of all liabilities like death / disablement of the staff. The CONTRACTOR shall be permitted to start the job only after obtaining adequate insurance coverage from the authorised insurance companies.

25.6. The decision of IPR, as to whether the CONTRACTOR has adhered to the above obligations or as to whether the CONTRACTOR has committed any breach of the terms and conditions, will be final and binding on the CONTRACTOR.

26. SECURITY REQUIREMENTS:

On commencement of the contract, the CONTRACTOR shall provide the name & bio-data of the Drivers, Supervisor/Manager along with their contact numbers. The contractor will be required to get the police verification done of their staff and submit a copy of the same to the Institute. The Contractor will issue identity card to his employee for identification. The staff engaged by the contractor and the Contractor himself will be required to observe all security related rules and regulations. Proper entry of the Drivers, Supervisor/Manager as well as the items brought inside will be required to be made and the staff will be subject to through checking while going in or out of the premises.

The tender if awarded, the contractor will have to provide the necessary manpower as and when required after getting the police verification done for the individuals.

27. LAW GOVERNING THE CONTRACT:

This Contract shall be governed by the laws of India from time to time.

28. JURISDICTION:

The Courts within the local limits (i.e. Gandhinagar) of whose jurisdiction where this contract is signed shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter out of this Contract.

29. SETTLEMENT OF DISPUTES:

29.1. IPR and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

29.2. If the parties have failed to resolve their dispute or differences by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or differences in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

30. ARBITRATION:

In the event of any dispute or differences arising out of in connection with any of the terms and conditions of the Contract, the matter shall be referred to the Director, IPR for settlement. In case the parties to the contract are not in a position to settle the dispute mutually, the matter shall be referred to a Sole Arbitrator to be appointed in accordance with the Arbitration & Reconciliation Act, 1996 & Arbitration and Conciliation (Amendment) Act, 2015 as amended from time to time.

Providing Cars (AC/Non-AC) on Rate Contract Basis

SECTION 'B'

(Scope of Work)

1. SCOPE OF WORK

The scope of this tender is for providing Cars for the Staff and Guests of IPR on rate contract basis at Bhat, Gandhinagar and its other offices located at Koteswar, Ahmedabad and GIDC, Gandhinagar.

2. General Terms and Conditions

- The models of the vehicles should be of the year 2017 or thereafter, based on date of manufacturing and should be registered for operating as passenger vehicles and should not have travelled for more than one (01) Lakh kilometre on the date of award of contract.
- Present tentative requirement of the cars are as below. However, IPR reserves the right to modify the scope depending on its requirement. The number of cars could be increased or decreased during the tenure of the contract.

S.No.	Sedan Type of Vehicle with Taxi Passing	Nos.
1.	Regular requirement of CNG/Diesel/Petrol Car (AC)	12
2.	Need based requirement CNG/Diesel/Petrol Car (AC/Non- AC) (Pickup and drop from various destinations of Ahmedabad/ Gandhinagar/Out station/Airport Pick up drop	

- In addition to the regular employees of IPR, the contractor will provide cars as per rate contract to the Guests of the IPR as well as to the participants in academic and training programmes organized by the Institute from time to time.
- Where ever the CNG fuelled car is offered by the contractor, the car should have company fitted CNG kit only **(with RTO Registration Certificate)**.
- The Contractor shall provide additional car at the agreed rates at minimum notice of three Hours.

- The contractor shall appoint experienced and skilled drivers and they shall have valid driving license with taxi badge and they should be their employees. Obtaining the necessary permission/approval of the concerned State police/appropriate authorities shall be the responsibility of contractor.
- In case of breakdown of any car, the contractor shall provide a replacement vehicle within a reasonable time.
- The contractor shall ensure that the cars provided are in good condition, road worthy with proper/comfortable seats to withstand the strain of long journey.
- **Vehicles may be required to be pressed into services in shift duty or may be called for duty at odd hours for which Contractor will have to make arrangement for round the clock support.**
- The CONTRACTOR will have to maintain the log book of each and every trip for all the cars and the same shall be submitted along with the bills of every month. The signatures of users who travel in the car should be obtained by the driver immediately after completion of the journey along with the notification whether the vehicle is run with air conditioned or non-air-conditioned. Proportionate deductions shall be made if the signatures of users are not obtained in the log sheets.
- The contractor shall be eligible for fare (as per rate contract) from the pickup point to IPR and from IPR to the drop point as mentioned in duty slip. Pickup and drop points will be a place in Ahmedabad or Gandhinagar. **The Contractor shall not be eligible for any empty kilometres.**
- **Note: In case of out station journey for pick up / drop the above point may not be practicable and the Institute will pay for empty kms.**
- The Contractor shall ensure that his representative/supervisor is deployed on all working days for effective control and coordination of the vehicles. Contractor shall remain available in IPR as and when required.

3. Earnest Money Deposit (EMD)

The interested bidders may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of ₹ 2,60,000/- (Rupees Two Lakhs Sixty Thousand Only) in the form of Demand draft/Bank Guarantee/Banker's Cheque of any scheduled bank drawn in favour of "Institute for Plasma Research" payable at Gandhinagar to the Chief Administrative, IPR.

The EMD of the unsuccessful bidders shall be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract, whichever is later. No interest shall be payable on EMD.

Bids shall remain valid for 120 days from the date of Price Bid opening. A Bid valid for a shorter period shall be rejected as non-responsive.

4. Tenure of Contract

The contract will be for a period of two years with an initial trial period of three months. **The tentative starting date would be 01.04.2020.** The performance will be evaluated during the trial period of the contract. At the sole discretion of IPR, the trial period may be extended for a further period of three months or more. IPR reserves the exclusive right to terminate the contract without notice, during the trial period/extended trial period without assigning any reason whatsoever.

5. Termination of Contract

Notwithstanding anything contained herein, IPR reserves the right to terminate the contract at any time or stage during the period of contract, by giving one month notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Contractor.

The CONTRACTOR may also discontinue the services by giving three months' notice in writing to IPR. If the CONTRACTOR suspends the services without any notice to IPR, the whole amount of security deposit shall be forfeited in addition to the recovery of loss incurred in making alternate arrangements.

The contract shall stand terminated in the event of filing any legal petition against IPR by the CONTRACTOR or any of its employees with regard to labour laws/rules or in case of any agitation/strike initiated by the CONTRACTOR's employees.

6. Jurisdiction - Resolution of Disputes

The Court (s) of Gandhinagar/Ahmedabad only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

7. Rates

The rates will be quoted in the given format (Annexure-II) by the bidder considering all the terms given in price bid. The rates will be **firm and fixed for the first year of the contract period of two years** and shall be inclusive of:

1. wages to drivers and cleaners/conductors including all statutory payments like PF, ESI/WCA, bonus, etc.,
2. cost of supervisors, cost of fuel, lubrication, insurance, etc.,
3. expenses for maintenance of cars, payment of all taxes to Government and local authorities, etc. as levied from time to time.

Passenger tax as applicable will be reimbursed on production of receipt(s) from RTO. Permit Charges/ Border tax/ Toll tax will be reimbursed on production of receipt (s).

GST will be reimbursed on production of proof, as per rules and rates applicable from time to time.

7. A Rate Revision

In view of the increase in the rates of the fuel, the rates may be revised on the starting of the second year of the contract if the contract gives a written request for the same. The rates revision clause is applicable to the regular vehicles as mentioned in Rate Schedule Part II, Annexure -I, A & B only.

Rates calculation formula for calculating increase after completion of 1st year will be as follows.

Rates of fuel on completion of 12 months of contract (F2) less rates of fuel at the start of the Contract (F1) divided by the average *mileage/ ltr/kg fuel* (A) of the vehicle stated by the contractor in the tender document. This amount will be multiplied by 1800 kms per month and the resultant amount will be added to the existing per month rates. The resultant new figure will be the new rate per month for the next full year.

Example:

Say the per month quote for 1 car for 1800 kms per month is ₹ x - and the average stated is say 22 kms/ litre/kg of fuel.

STEP - 1

The difference in the rate for fuel F2 – F1 = ₹. m

STEP -2

₹ y divided by the average *mileage/ ltr/kg fuel*(A) of the vehicle stated in contract which is 22 kms per ltr.

m /22 = ₹ y the average increase in rate of fuel per km

STEP – 3

₹ y x 1800 kms = ₹ z/- (increase for 1800 kms)

STEP -4

Existing Rate for 1800 kms = ₹x plus Increase of fuel difference ₹ z

The total will be the new rate for 1800 kms for the second year.

8. SECURITY DEPOSIT

The **successful bidder** shall have to deposit a Security Deposit 10% of contract value within two weeks of the receipt of the LOI. The security deposit will be furnished in the form of Demand draft/ Bank Guarantee/Banker's Cheque of any scheduled bank drawn in favour of "Institute for Plasma Research" Payable at Gandhinagar and no interest shall be paid thereon.

The security deposit should be valid for six months beyond the date of completion of all contractual obligations. EMD shall be refunded to the successful bidder on receipt of security deposit. The Security Deposit shall be held by IPR as security for the due performance of the CONTRACTOR's obligations under the Contract. The security deposit shall be refunded to the contractor within six months from the date of expiry/termination of the contract.

The whole amount of the Security Deposit will be liable to be forfeited in case of breach of any of the terms agreed upon by the CONTRACTOR. The security deposit shall also be liable to appropriation against dues payable to IPR under the agreement or damage or expenses that may be incurred by IPR as a result of negligence, or such acts and omissions on the part of the CONTRACTOR or the persons deployed by him at IPR.

9. Statutory Requirements:

- a) The CONTRACTOR shall have full and exclusive liability for payment of Govt. taxes, comprehensive insurance, RTO permits, RTO licence, GST and any other fees / taxes payable from time to time during the pendency of the contract. The CONTRACTOR shall produce the above referred documents along with monthly bill for verification to the IPR authorities.
- b) The CONTRACTOR shall have to pay minimum wages as prescribed by the Central Government to all his drives, operating crew and the Supervisors. The CONTRACTOR shall be responsible for fulfilling the requirements of all the statutory provisions of Contract Labour (Regulation & Abolition) Act, Employees Provident Fund Act, Motor Vehicles Act, Payment of Wages Act, Minimum Wages Act, Bonus Act, Gratuity Act and other industrial enactments like ESI/WCA at his own cost and risk, in respect of all staff employed by him. If due to any reason whatsoever, the IPR is made liable to pay the same, all such liabilities shall be recovered by IPR from any dues payable by IPR to the CONTRACTOR and / or from the Security Deposit of the CONTRACTOR and available properties and sources of the CONTRACTOR through process of law.
- c) The CONTRACTOR shall maintain various registers as per the Contract Labour (R & A) Act and shall produce the same for inspection as and when required.
- d) The CONTRACTOR shall obtain the Insurance policy in respect of the drivers/workmen engaged by him for the job. The CONTRACTOR shall indemnify IPR under the Workmen's Compensation Act, 1923 and its amendment of all liabilities like death / disablement of the driver/workmen. The CONTRACTOR shall be permitted to start the job only after obtaining adequate insurance coverage from the authorised insurance companies.
- e) The vehicle shall be comprehensively insured for coverage of all kinds of risks.
- f) The CONTRACTOR will get the police verification done of each of his driver, other staff deputed by them and submit the same along with the bio-data and photograph of the driver to the Officer in charge in the Institute.
- g) The CONTRACTOR shall visit IPR whenever he is called upon to do so by the authorized officials of IPR.
- h) The decision of IPR, as to whether the CONTRACTOR has adhered to the above obligations or as to whether the CONTRACTOR has committed any breach of the terms and conditions, will be final and binding on the CONTRACTOR.
- i) On commencement of the contract, the CONTRACTOR shall provide the names of the drivers and supervisor/contact person along with their contact numbers, licence / badge number. He will also provide a bio-data along with photograph of the driver and the copy of the police verification certificate. The contractor shall also provide a copy of the Registration Book of the vehicle, PUC, Insurance, RTO Taxi Passing, RTO

Fitness certificate etc. Any subsequent change in the above shall be intimated forthwith to the Officer-in-charge.

10. INDEMNITY:

The CONTRACTOR will indemnify IPR from all claims, suits, inability & procedure which may be identified/initiated by the employees engaged by the CONTRACTOR, shall keep IPR harmless from all such rules, procedure liabilities. The CONTRACTOR shall also indemnify IPR from all or any legal implication or consequences that may arise out of labour laws/rules and any consequence that may arise out of misconduct of any of his personnel. The decision of the Director, IPR in this regard shall be final and binding.

11. PENALTY

In case of lapses, failures, repeated failures or lacunas noticed on the part of the Contractor, the Chief Administrative Officer or Authorized Officer shall have the right to impose fine(s)/Penalty(s) as per the seriousness of the lapse, which shall be binding on the Contractor. While all contractual conditions will be strictly enforced, penalties will be imposed for deficiencies in service as per the following chart:

Sr.No.	Deficiencies in Services	Penalty Amount in ₹/action
1	Sending a vehicle/driver not approved by IPR or not as per tender conditions.	₹ 1000/- per occasion
2.	Failing to provide 24 x 7 support services for cars / Not attending of phone calls for services	₹ 500/- per occasion
3.	In case of break down within Ahmedabad – Gandhinagar -Not making alternate arrangements for the Guest in car within maximum 40 minutes. In case of out station duties, at the earliest possible.	₹ 1000/- per occasion
4.	Driver refusing to perform duty	₹ 1000/- per occasion
5.	Driver not reporting for pick up / drop at reporting time.	₹ 1000/- per occasion
6.	Rash and Negligent driving. Driver found smoking/chewing tobacco, pan or under influence of alcohol and misconduct/ misbehaviour with employee/passenger or the guest for whom he is on duty.	Permanent removal of driver from duty of Institute and ₹ 2000/-per occasion.
7.	Providing Vehicles which are not road worthy or clean or air conditioner, wipers, head lights etc. not working.	₹ 1000/- per occasion
8.	Vehicle not reporting to duty (absenteeism)	₹1500/- per trip
9.	If driver not found in proper uniforms/Grooming during the Duty	₹ 1000/- per occasion

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

Tender Notice Tender No. IPR/TN/Admin-1/TPT/ET/01/2019 dated 19.12.2019

Selection criteria: (Based on rates quoted as per Annexure-I, Sr. No-A) of Part -II

Rate for Regular Cars on Monthly basis:

Regular Cars AC (per month)	Rate for 1800 km per car (Air Conditioned) per month (including Saturday, Sunday & holidays), (Without GST) ₹	Rate per kilometre for additional use beyond 1800 km per month -Air Conditioned (Without GST) ₹	Cost per one vehicle
Rate for 1800 km per car (Air Conditioned) per month (including Saturday, Sunday & holidays),	A	A1	$Z=A+(400*A1)$

L1 party (lowest bidder) will be decided as per Cost per one vehicle.

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

INSTITUTE FOR PLASMA RESEARCH

BHAT, GANDHINAGAR- 382428

Bidder's Detail

I.	Name of the company /proprietor/ partnership firm registered for this purpose under any Law/Act of India	
II.	Address (office) in Gandhinagar or Ahmadabad	
III.	PF Code No.	
	GST Registration No.	
	ESI Code No./	
	PAN/TAN Registration Certificate	
IV.	Details of 5 years experience of having provided similar transport facilities in Government/ Semi Government or reputed Organization	

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

DECLARATION

1. The above facts are true to the best of my knowledge and I shall be held fully responsible for any wrong statement.

I have read the Tender Notice No. **IPR/TN/Admin-1/TPT/ET/01/2019** dated **19.12.2019** and understood the terms and conditions.

2. I agree to abide the terms and conditions of the contract.

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____