INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE



TENDER DOCUMENT

FOR

TRANSPORT SERVICES

(Passenger Vehicles)

Dr. Homi Bhabha Road, Pune: 411 008

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भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE

Dr. Homi Bhabha Road, Pune -411008

[www.iiserpune.ac.in]

TENDER NOTICE

[Advt. No. 01/2019: IISER-P/Admin_ Transport /15.02.2019]

TENDER FOR TRANSPORT SERVICES

(Passenger Vehicles)

Indian Institute of Science Education and Research Pune is an autonomous Institute under Ministry of HRD, Government of India.

The Director, IISER Pune invites online bids (e-Tender in two bid system) for Transport Services (Passenger Vehicles) on contractual basis.

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal https://:eprocure.gov.in/eprocure/app or Institute website www.iiserpune.ac.in and bid is to be submitted online only through the E-procurement portal up to the last date and time of submission of tender.

No manual bids will be accepted. Technical and Financial Bid should be submitted in the E-procurement portal. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593.

Important Dates of Tender:

| Sr. | Particulars | Date | Time |
|-----|--|------------|-----------|
| 1 | Date of Online Publication / Download of Tender | 15/02/2019 | 15:00 hrs |
| 2 | Pre-Bid Meeting | 20/02/2019 | 16.00 hrs |
| 3 | Bid Submission Start Date | 22/02/2019 | 15:00 hrs |
| 4 | Bid Submission Close Date | 07/03/2019 | 15:00 hrs |
| 5 | Closing date & time for submission of original EMD & Tender Fee / Copy of exemption related certificates, documents. | 07/03/2019 | 15:00 hrs |
| 6 | Opening of Technical Bids | 08/03/2019 | 15:30 hrs |

Pre Bid Meeting:

A Pre-bid meeting will be held at IISER Pune, Purchase Section, Dr. Homi Bhaba Road, Pune – 401008 on **February 20, 2019 from 16:00 hrs to 17:00 hrs (IST)**. All prospective bidders are requested to send their queries by email at **purchase@iiserpune.ac.in** so as to reach latest by **February 19, 2019 before close of office hours**. During Pre-bid meeting the answers / clarifications to the queries will be made available and also uploaded on Institute website. No queries will be entertained after the Pre-bid meeting.

Amendment to Bidding Documents:

At any time prior to the due date for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

All prospective bidders who have down loaded the Tender Document should surf Institute website from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the website of the Institute and all prospective bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.

The Director, IISER Pune reserves the right to award contract for services either to one party or more than one party. He also reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all tenders at any stage without giving any notice or assigning any reason and not bound to accept the lowest tender keeping in view the Interest of the Institute. The decision of the Director, IISER Pune in this regard shall be final and binding on all.

REGISTRAR

INSTRUCTIONS FOR ONLINE BID SUBMISSION

This tender document has been published on the Central Public Procurement Portal (<u>URL:https://eprocure.gov.in/eprocure/app</u>) & Institute website <u>www.iiserpune.ac.in</u>. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION:

- 1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (<u>URL:http://eprocure.gov.in/eprocure/app</u>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
- 3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
- 7. The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
- 8. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

SEARCHING FOR TENDER DOCUMENTS:

- 1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of

- each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 6. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
- 7. Financial Bid (Part A, B, & C) to be submitted in PDF format.

ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462**, **0120-4001002**, **91-8826246593**.



भारतीय विज्ञान शिक्षा एवं अनुसंघान संस्थान पुणे

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE

TECHNICAL BID

TENDER FOR TRANSPORT SERVICES

(Passenger Vehicles)

PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE OF THE TENDERING AGENCY / FIRM / COMPANY

| Ref .: Advertisement for Tender published in the | dated | in |
|---|------------------|----------|
| connection with providing Transport Services (Passenger Vehicles) | at IISER Pune on | contract |
| basis. | | |

| 1 | Particulars Name of the agency / firm / | State Details |
|---|--|---------------------------|
| | name of the agency / firm / | |
| | | |
| | company | |
| - | Registered address of the | |
| | agency / firm / company | |
| | Land Line No | |
| | Mobile No | |
| | Email | |
| | (Submit proof of address – Copy | |
| | of Latest Corporation Tax Receipt | |
| | OR copy of latest Land Line | |
| | Telephone Bill OR copy of latest | |
| | Electricity Bill OR Copy of Lease | |
| | Agreement etc.) | |
| | Address of the Pune office of the | |
| | agency / firm / company. | N (1) |
| | | Yes / No |
| | Land Line No | |
| | Mobile No | |
| | Email | |
| | (Submit proof of address - Copy | |
| | of Latest Corporation Tax Receipt | |
| | OR copy of latest Land Line | |
| | Telephone Bill OR copy of latest | Submitted / Not Submitted |
| | Electricity Bill OR Copy of Lease | |
| | Agreement etc.) | |
| | Legal status – Individual / | Legal Status : |
| | proprietary / partnership firm / | |
| | limited company / corporation, etc.) | Submitted / Not Submitted |
| | (Submit Copy of the appropriate | |
| | registration certificate) | |

| Sr. | Particulars | State Details |
|-----|--|-------------------------------|
| 5 | Name, designation, and details of contact person. | |
| | Land Line No Mobile No Email | |
| 6 | Month and Year of commencement of Transport Services (Passenger) business. | |
| 7 | Statutory details of agency / firm / company (Photocopies of the Registration Certificate / Allotment letter issued by the concerned authority to be submitted): | Submitted / Not Submitted |
| | 1] Registration number of the firm. (Issued under Shops and establishment Act) and date of issue. | |
| | 2] In case of company, registration number issued by Registrar of Companies and date of issue. | |
| | 3] Permanent Account Number (PAN). | |
| | 4] GST – Registration number. | |
| | 5] Profession Tax registration number. | |
| 8 | Agency / firm / company should have an annual turnover of at least Rs. 10 lakhs in the Transport Service (Passenger | Financial Year - 2015-16 : Rs |
| | Vehicles) business alone for | Financial Year - 2016-17 : Rs |
| | each of the last 3 financial years. Turnover Certificate specifically having details of Transport | Financial Year - 2017-18 : Rs |
| | Service (Passenger Vehicles) business alone duly certified by the Chartered Accountant to be submitted. | |
| 9 | Agency / firm / company should have minimum 5 passenger vehicles (Transport) registered in its own name. | Yes / No |
| | Submit copies of the Registration Certificates (RC), Copy of Permit & Insurance Policies of the vehicles owned. Provide details in Annexure - 1 | Submitted / Not Submitted |
| 10 | Agency / firm / company should have at least 3 years of experience in providing | Yes / No |

| Sr. | Particulars | State Details |
|-----|---|---|
| | passenger vehicles on hire on monthly basis to Central or State Government Organizations / Central or State Government funded Autonomous Bodies / Central or State Government funded Academic Institutions / Central or State Government funded Research Laboratories / Central or State Government funded Research Institutes | |
| | Submit details of present and past clients in the format provided (Annexure-2. Please use separate sheet if required). Please attach client certificates on their letterhead [Annexure: 2 (A)] which should have details about period of contract awarded, number of passenger vehicles provided, vehicle make and name, deployment of monthly basis OR provided on call basis. | Submitted / Not Submitted |
| 11 | Tender Fee (Non Refundable) to be submitted in the form of Demand Draft of Nationalized Bank / Scheduled Bank having minimum three months validity (To be submitted with Technical Bid) | No dated for Rs. 5,000/- (Rupees Five thousand only) drawn on (name of the Bank) in favor of Director, IISER Pune payable at Pune |
| 12 | Refer General Information. Earnest Money Deposit (EMD) to be submitted in the form of Demand Draft of Nationalized Bank / Scheduled Bank having minimum three months validity (To be submitted with Technical Bid) Refer General Information. | No dated for Rs. 1,00,000/- (Rupees One Lakh only) drawn on (name of the Bank) in favor of Director, IISER Pune payable at Pune. |
| 13 | Submit acceptance certificate (Annexure-3) on a letter head in the prescribed format. | Submitted / Not Submitted |
| 14 | Submit affidavit in the prescribed format (Annexure-4) on non-judicial stamp paper of Rs. 100/duly attested by a Magistrate/Notary Public | Submitted / Not Submitted |
| 15 | All pages of the tender and draft agreement signed? To be submitted with the Technical Bid. | Yes / No |

| Sr. | Particulars | State Details |
|-----|---|--|
| 16 | In case the tender is signed by the person other than the sole proprietor / owner, authorization given by the Executive Body authorizing the officer / partner for signing the tender documents for this tender to be submitted on letter head. | Submitted / Not Submitted / Not Applicable |

| Place: | Signature of Tenderer |
|--------|------------------------------------|
| Date: | Name & seal of agency/firm/company |

1. GENERAL INFORMATION:

• Scanned copy of Tender Fee and EMD in favour of The Director, IISER Pune must be uploaded with the Technical Bid.

Agency / firm / company exempted from payment of Tender Fee / EMD must upload requisite documents in support of their claim.

<u>Tender Fee, EMD</u> **OR** <u>Exemption Related Certificates / Documents</u> are also needs to be submitted in original in a sealed envelope by due date at the following address with covering letter having tender details:

Assistant Registrar (Administration)
Indian Institute of Science Education and Research Pune
Dr. Homi Bhabha Raod, Pashan
Pune-411008

Tender received without <u>Tender Fee, EMD</u> OR <u>Exemption Related Certificates / Documents</u> as per requirement will be summarily rejected.

- Bid is to be submitted **online only** through the E-procurement portal up to the last date and time of submission of tender.
- Agency / firm / Company should have qualifying experience, turnover, statutory registrations
 / allotment letters, Vehicles (T) and other compliances etc. as stated in the Technical Bid
 Proforma.
- At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted in support, tendered terms, conditions, eligibility etc.
- Bidders Technically disqualified shall be intimated.
- The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee.
- The tender is not transferable under any circumstances.
- Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- Tender in any form other than the prescribed form issued by IISER Pune shall not be considered and will be summarily rejected.
- Earnest Money Deposit (EMD) of Agency / Firm / Company who withdraws tender during the intervening period shall be forfeited.

2. TERMS AND CONDITIONS:

- 1) The contracting agency/firm/company should have its office in Pune.
- 2) The rates quoted in the Financial Bid shall be valid for at least 12 months from the date of award of tender. Quote valid for a shorter period shall be liable for rejection.
- 3) Institute may obtain confidential feedback from the clients of the eligible bidders regarding the quality of services provided, etc.
- 4) The contract shall be initially for a period of **one year** and may be extended for a maximum up to **three years** subject to satisfactory performance at the discretion of competent authority on the same terms and conditions or with some addition/deletion/ modification.
- 5) The contracting agency/firm/company shall provide the services continuously as per the award of contract. In case of discontinuation of services by the contractor in the middle of the period or non-satisfactory services, breach of any terms and conditions of the contract, non-compliance of the orders of competent authority, etc. the contractor shall be liable for necessary legal action and the Institute shall also forfeit performance security deposit of the contractor.
- 6) The contracting agency/firm/company shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency without prior written consent of the Institute.
- 7) The contracting agency/firm/company shall get suitable instructions from the Registrar / Designated Official of the Institute and shall provide the services promptly as per requirement. The contracting agency/firm/company should be in a position to supply additional vehicles on short notice as and when required.
- 8) The contracting agency/firm/company shall abide by the rules and regulations of RTO, Govt. of Maharashtra / India particularly applicable to the business.
- 9) The contracting agency/firm/company shall also abide by the relevant Rules and Regulations and will obtain requisite licenses, sanctions & permits which should valid during the tenure of contract.
- 10) There will be no dead mileage for vehicles deployed on monthly basis. The kilometer age for the purpose of "vehicle run" shall be reckoned from the time vehicle reaches Institute to vehicle leaves Institute. No extra mileage will be allowed for filling fuel etc.
- 11) The vehicles to be supplied should be in excellent condition mechanically as well as getup wise i.e. outer look / upholstery etc. should be decent looking and are well maintained during the contract period. The vehicle used on Institute site should not be older than two years at any point of contract.
- 12) The contracting agency/firm/company shall provide immediate replacement for the breakdown vehicle with same level or higher level of vehicle.
- 13)In case a vehicle is requisitioned and the same does not reach at the designated

time and place, Institute will be free to call required vehicle from any other supplier from open market and the expenses on this account will be debited to the Contractor or will be recovered from the dues / pending bills etc.

- 14) The contracting agency/firm/company and the Institute shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction at Pune. The resultant contract will be interpreted under Indian Laws.
- 15) The successful contractor shall assign a supervisor who shall be responsible for immediate interaction with Institute so that optimal services could be availed without any disruption. The supervisor should be available round the clock on his own direct telephone (office as well as residence) so as to respond to the call for services in emergent cases. The supervisor should be accessible on holidays / Sundays also for satisfying Institute vehicle requirements.
- 16) All the charges towards repair / servicing, fuel expenses, any other incidental expenses on operations & maintenance of the vehicles deployed on Institute site shall be borne by the successful contractor.
- 17) Salary of the Drivers deployed on monthly vehicles shall be paid by the Institute through its manpower agency / reimbursed.
- 18) The vehicles deployed on Institute site should be insured in all respect by the successful contractor (comprehensive or any other suitable policy). In case of any accident or theft etc. all the claims arising out of it will be met by the successful contractor. Institute shall not be liable in any matter whatsoever.
- 19) Vehicles deployed on Institute site on monthly basis shall be at the disposal of the Institute round the clock as and when required. Institute shall be free to use the hired vehicles in any manner for carrying officials, permitted material etc. as per its requirements and the contracting agency / firm / company shall not have any objection to it. As such, successful contractor will not be able to use the vehicles for any other duties apart from Institute duties. Also, there will not be any extra hour charges.
- 20) Institute will make arrangements for parking space for vehicles deployed on monthly basis on its Site.
- 21) For vehicles deployed on monthly basis, the log book (timings and mileage for each vehicle) shall be maintained on daily basis.
- 22) Vehicles on call basis, shall report at given location at designated timings for the designated hours. In case of **delay in reporting** the vehicle, a penalty of **Rs.50/**-per 15 minutes delay shall be imposed.
- 23) Vehicles supplied by the firm/agency will be regularly inspected by nominated officers for the purpose and in case of non-compliance of any of the conditions, if brought to the notice of the Inspecting Officers by the users, a penalty of Rs.500/on each fault will be imposed.

- 24)In case successful contractor provides vehicle which is of higher class than the demanded type, payment will be regulated as per the demanded type of vehicle. Vehicle of lower class than the demanded type of vehicle shall not be accepted.
- 25) The successful contractor shall submit the bills as per the agreed rates considering packaged rates approved and extra kilometer run immediately after completion of the calendar month to the Institute in the Administration section along with duly signed duty slips, photocopy of the extract of the log book.
- 26) Payment against Bill shall be made only after satisfactory services to be certified by the Administration. No interest will be payable on the nonpayment due to delayed submission of bill and non-satisfactory services. No advance payment will be made. The payment will be made by local crossed cheque / bank transfer.
- 27) Institute shall not be responsible for payments for the services provided by successful contractor to the staff on their personal requests.
- 28) The successful contractor shall be liable for depositing all taxes, levies, cess, etc. to concerned tax collection authorities from time to time as per extant rules and regulations on the matter on account of services rendered by it to the Institute.
- 29) The Income Tax (T.D.S.) shall be deducted at prevailing rate from bills, as amended form time to time in accordance with the provisions of Income Tax Department, and a certificate to this effect shall be issued by the Institute to the contractor.
- 30)In case, the successful contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof Institute is put to any loss / obligation, monitory or otherwise, it shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monitory terms.
- 31) The successful contractor will have to make agreement with the Institute broadly covering scope of work, requirements, terms and conditions of the services to be provided to the Institute on a non judicial stamp paper of Rs. 500/- or as per the prevailing requirement, the cost of which will be borne by the contracting agency/firm/company.
- 32) The Successful Contractor shall deposit an amount of Rs.1,00,000/- as interest free Security deposit within 15 days from the date of signing the agreement in the form of demand draft drawn in favour of "Director IISER Pune" for the duration of the contract plus two months. In case of violation of any of the terms of contract, violations of any of the statutory requirements, unlawful business practices by which operations at the Institute are affected, Institute shall forfeit this deposit. On satisfactory conclusion of contract, the said deposit shall be refunded to the contractor.

3. PROCESS OF FINANCIAL BID EVALUATION (100% weightage / 100 Marks):-

Financial bids of only those agencies / firm / companies shall be opened who have qualified in Technical Bid Evaluation.

L-1 bidder will be decided based on the marks in all three categories of requirement. Weightage for each category shall be as given below:

| Sr. | Category | Total Weightage |
|-----|---|--------------------|
| 1 | PART-A (Hiring following passenger vehicles on monthly basis) : - | |
| | 1] Toyota Innova – AC : <u>15% Weightage</u> | 30 % |
| | 2] Maruti Suziki Dzire / Toyata Etios / Tata Zest / Hyundai Xcent / Mahindra Verito – AC : <u>15% Weightage</u> | |
| 2 | PART-B (Hiring following passenger Vehicles on Call Basis – Local & Outstation Services):- | |
| | 1] Toyota Innova – AC : 25% Weightage | 50 % |
| | 2] Maruti Suziki Dzire / Toyata Etios / Tata zest / Hyundai Xcent / Mahindra Verito – AC : <u>25% Weightage</u> | |
| 3 | PART-C (Hiring following passenger Vehicles on Call Basis for Domestic Airport Services): - | |
| | 1] Toyota Innova - AC : 10% Weightage | 20 % |
| | 2] Maruti Suziki Dzire / Toyata Etios / Tata zest / Hyundai Xcent / Mahindra Verito – AC : 10% Weightage | |

Agency / firm / company quoting lowest rates (L 1) shall be given full marks as per the weightage given above for the respective category. Agency / firm / company scoring highest marks (PART-A + PART-B + PART-C) shall be considered for award of contract, subject to acceptance by the competent authority of the Institute.

All other subsequent Agencies/ firms/ companies who have quoted higher rates than L1 shall be given marks in proportion to their quoted rates.

In case of a tie in the total marks, Institute reserves the right to consider award of the contract to one of the agencies / firms / companies as decided by the competent authority of the Institute.

4. TERMINATION OF THE CONTRACT:

The contract may be terminated in any of the following contingencies:-

- 1. On giving one month notice by the Institute OR
- 2. On giving three months notice by the Contractor OR
- 3. On the expiry of the contract, without any notice. OR
- 4. On giving one month notice by the Institute at any time during the tenancy of contract, in case the services rendered by the contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for this services. OR
- 5. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the contractor to any third party for sub-letting the whole or a part of the contract to any third party. OR

6. On contractor being declared insolvent by the competent Court of Law without any notice.

In case of termination of contract on the grounds mentioned at Sr. No 4 & 5 above the Institute shall forfeit the Bank guarantee and the contractor shall not have any claim/right against the Institute.

Provided that during the notice period for termination of the contract, in the situation stated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

5. <u>LAST PAYMENT:</u>

The last payment of the contractor will be cleared only after obtaining clearance of any liabilities not pending.

Advt. No. 01/2019: IISER-P/Admin_ Transport /15.02.2019 REGISTRAR

(COVERING LETTER)

(To be submitted along with technical bid on letter head)

| Date : | | |
|--------|--|--|
| | | |
| | | |
| | | |

The Registrar

Indian Institute of Science Education and Research,
Dr. Homi Bhabha Road,
Pune 411 008

Subject: Tender for Transport Services (Passenger Vehicles) on contractual basis

Reference: Tender Notice published in Daily newspaper / Institutes website / CPP Portal dated ________,

Sir,

With respect to the tender notice published in above mentioned Daily newspaper / Institutes website / CPP Portal, I / We hereby submit my / our tender in a required format.

I / We will adhere to the requirements prescribed by IISER Pune. I / We have carefully gone through the requirements, evaluation criteria, terms and conditions and prescribed formats carefully and I / We accept the same without any alterations/modifications.

Yours Sincerely,

Signature, Name and seal of contracting agency/firm/company

DETAILS ABOUT VEHICLES OWNED

Submit copies of the Registration Certificates (RC), Copy of Permit & Insurance Policies of the vehicles owned.

| Sr. No. | Vehicle Make and Name | Registration No. | Year of Manufacturing |
|---------|-----------------------|------------------|-----------------------|
| | | | |
| | | | |
| | | | |

ANNEXURE – 2

Submit details of present and past clients in the following format. Please use separate sheet if required. Please attach client certificates on their letterhead [Refer Annexure 2 (A)] which should have details about period of contract awarded, number of passenger vehicle/s provided, vehicle make and name, deployment on monthly basis OR on call basis.

| Sr. | Name of the | Name and | Period for | No. of | Vehicle | Monthly |
|-----|---|--|---------------------|-----------------------|-------------|-----------------|
| No. | organization with complete postal address | designation of the contact person with | which the contract | passenger vehicles | make and | Basis / Call |
| | | Tel. / Mobile No (s), Email ID. | is/was awarded | provided | name | Basis |
| | | | (D/M/Y to D/M/Y) | | | |
| | | | | | | |
| | | | | | | |

DRAFT FORMAT OF CLIENT CERTIFICATE (To be given on client's letter head)

| Date | February | , 2019 |
|------|----------|--------|
|------|----------|--------|

| | | TO WHOMS | SOEVER IT | MAY CONCERN | V |
|----|------------------------|--|-----------------------------|--|------------------------------|
| | | Jame of Agency) Tehicles). Details | | | engaged by us as Transport |
| Sr | Peri (DD/MI From | Number of Passenger vehicles provided | Vehicle/s Make & Name | State deployment on Monthly Basis OR Call Basis | Remarks (if Any) |
| | | tract, services pr | - | | : Poor / Satisfactory / Good |
| | | | | Name : | ture of Authorized Signatory |
| | | | | | Company Seal / |
| | | | Stamp | | |

18

<u>ACCEPTANCE CERTIFICATE</u>
(To be submitted along with technical bid on letter head)

| I | (Designation) of |
|--|--|
| (Name of the Company) | |
| Have read and understood and hereby accep for Transport Services (Passenger Vehicles) | t the terms and conditions of the tender and agreement |
| | |
| | Signature of Authorized Signatory |
| | Company Seal / Stamp |
| Date: | |
| Place: | |

(To be furnished on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate/Notary Public) (To be submitted along with technical bid)

AFFIDAVIT

| I/We (Name) | Contractor/Partner/Sole |
|---|-------------------------|
| Proprietor (strike out which is not applicable of (Firm) | do hereby solemnly |
| affirm and declare that the individual/firm/companies are not black liste | d by any Government |
| Department / Autonomous body / Private Organization. | |
| DATE, THE day of 2019 | |
| DEPONENT | |
| ADDRESS | |
| · | |
| | |
| | |
| <u>VERIFICATION</u> | |
| Verified that the content of above affidavit is true and correct to the best of | my/our knowledge and |
| belief. No part of it is false and nothing has been kept concealed there from. | |
| | |
| | |
| DATE, THE day of 2019 | |

DEPONENT

FINANCIAL BID – PART A

Basic rates (excluding applicable taxes, toll & parking charges) in rupees for hiring following passenger vehicles on monthly basis

| Sr. | Vehicle type | Fixed Km | Monthly Fixed | Charges for | Charges for |
|-----|--|-----------|---------------|----------------|----------------|
| | | per month | Rate (Rs.) | Extra Km (Rs.) | Extra Hrs |
| 1 | Toyota Innova –AC | 2000 | | | Not Applicable |
| 2 | Maruti Suziki Dzire / Toyota Etios / Tata Zest / Hyundai Xcent / Mahindra Verito- AC | 2000 | | | Not Applicable |

| Name: | Seal of Agency / Firm / Company |
|-----------|---------------------------------|
| | |
| Signature | |

Basic rates (excluding applicable taxes, toll & parking charges) in rupees for hiring following passenger vehicles on call basis [Local & Outstation Services]

| Sr. | Vehicle type | Fixed Charges for 8 Hrs & 80 Km | Charges for Extra Km | Charges for Extra Hr | Outstation- Minimum 300 km | Charges for Extra Km (Rs.) |
|-----|--|------------------------------------|-------------------------|-------------------------|-------------------------------|-------------------------------|
| | | (Rs.) | (Rs.) | (Rs.) | | , |
| 1 | Toyota Innova -AC | | | | | |
| 2 | Maruti Suziki Dzire / Toyota Etios / Tata Zest / Hyundai Xcent / Mahindra Verito- AC | | | | | |

| Signature | |
|-----------|---------------------------------|
| Name: | Seal of Agency / Firm / Company |

Basic rates (excluding applicable taxes, toll & parking charges) in rupees for hiring following vehicles on call basis [Domestic Airport Services]

| Sr. | Vehicle type | Pune Airport Pick-up & Drop at IISER / Pune Airport Drop from IISER |
|-----|--|--|
| 1 | Toyota Innova -AC | |
| 2 | Maruti Suziki Dzire / Toyota Etios / Tata Zest / Hyundai Xcent / Mahindra Verito - AC | |

| Signature | |
|-----------|---------------------------------|
| Name: | Seal of Agency / Firm / Company |

DRAFT AGREEMENT TO BE SIGNED BY THE SUCCESSFUL CONTRACTOR (To be finalized on award of contract)

AGREEMENT FOR TRANSPORT SERVICES

THIS AGREEMENT MADE AT PUNE ON **MARCH ##**, **2019**Between

INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH PUNE having its office at Dr. Homi Bhabha Road, Pune: 411 008 ,herein referred to as the "**INSTITUTE**"

PARTY OF THE FIRST PART **AND** ____ carrying business of providing TRANSPORT SERVICES M/S. having its head office at ______ herein referred to as the "CONTRACTOR" PARTY OF THE SECOND PART WHEREAS the **INSTITUTE** is desirous of engaging **CONTRACTOR** for transport services required at the Institute. WHEREAS the **CONTRACTOR** is providing transport services to Government Organizations / educational institution and other reputed private organizations and the INSTITUTE having accepted the offer of the CONTRACTOR for providing transport services on the terms and conditions hereinafter contained. NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS **FOLLOWS**: TERMS AND CONDITIONS 1. Duration of the contract shall be initially for a period of one year with effect from , 2019 which will be continued up to maximum period of three years, subject to appraisal and review of the services by the Institute authorities from time to time. Extension shall be subject to satisfactory performance and need for services on the same terms and conditions with a provision to compensate the cost of fuel at the time of renewal of contract. **2.** Type of vehicles to be provided to the **Institute** on monthly basis and on call basis and its package rates are enclosed to this agreement as "Annexure-A, B & C".

4. In case the services are not found to be satisfactory, the contract shall be terminated even during the period of one year by giving notice of 30 days to

3. Rates agreed for transport services shall be valid for at least 12 months from

the date of award of tender.

this effect. However, the contract can also be terminated by giving a written notice of 30 days by either party at any time during the contract period.

- 5. The Contractor shall deposit an amount of Rs.1,00,000/- as interest free Security deposit within 15 days from the date of signing the agreement in the form of demand draft drawn in favour of "Director IISER Pune" for the duration of the contract (including extension, if any) plus two months. In case of violation of any of the terms of contract, violations of any of the statutory requirements, unlawful business practices by which operations at the Institute are affected, Institute shall forfeit this deposit. On satisfactory conclusion of contract, the said deposit shall be refunded to the contractor.
- **6.** The **Contractor** shall provide the services continuously as per the terms and conditions of this agreement. In case of discontinuation of services by the contractor in the middle of the period or non-satisfactory services, breach of any terms and conditions of the contract, non-compliance of the orders of competent authority, etc. the **Contractor** shall be liable for necessary legal action and the **Institute** shall forfeit security deposit.
- **7.** The **Contractor** shall not be allowed to transfer, assign, pledge or subcontract its responsibilities, rights and liabilities under this contract to any other agency without prior written consent of the **Institute.**
- **8.** The **Contractor** shall get suitable instructions from the Registrar / Designated Official of Institute and shall provide the services promptly as per requirement. The contractor should be in a position to supply additional vehicles on short notice as and when required.
- **9.** The **Contractor** shall abide by the rules and regulations of RTO, Govt. of Maharashtra / India particularly applicable to the business.
- 10. There will be no dead mileage for vehicles deployed on monthly basis. The kilometer age for the purpose of "vehicle run" shall be reckoned from the time vehicle reaches Institute to vehicle leaves Institute. No extra mileage will be allowed for filling fuel etc.

- **11.** Payment towards extra kilometers of the vehicle run over and above the fixed kilometers will be made as per the terms and conditions of the contract only after certification by the Institute's Designated Official.
- 12. The vehicles to be supplied for performing duties should be in excellent condition mechanically as well as getup wise i.e. outer look / upholstery etc. should be decent looking and are well maintained during the contract period. The vehicle used on Institute site should not be older than two years at any point of contract.
- **13.** The Contractor shall provide immediate replacement for the breakdown vehicle with same level of vehicle.
- 14. The **Contractor** and the **Institute** shall make every effort to resolve any dispute or disagreement. In case of Dispute or difference arising between the **Contractor** and **Institute** relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director IISER Pune, if he is unable/unwilling to act, to the sole arbitration of some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- **15.** In case a vehicle is requisitioned and the same does not reach at the designated time and place, Institute will be free to call required vehicle from any other vendor from open market and the expenses on this account will be debited to the **Contractor** or will be recovered from the dues / pending bills etc.
- **16.** The **Contractor** shall assign a supervisor who shall be responsible for immediate interaction with the **Institute** so that optimal services could

be availed without any disruption. The supervisor should be available round the clock on his own direct telephone (office as well as residence) so as to respond to the call for services in emergent cases. The supervisor should be accessible on holidays / Sundays also for satisfying **Institute's** vehicle requirements.

- 17. All the charges towards repair, servicing, fuel expenses, any other incidental expenses on operations & maintenance of the vehicles deployed on **Institute's** site and salary of the driver on the vehicles on call basis, shall be borne by the **Contractor**. Salary of the Drivers deployed on monthly vehicles shall be paid by the Institute through its manpower agency / reimbursed.
- **18.** The vehicles deployed on **Institute** site should be insured with appropriate insurance policy in "all respects" by the **Contractor**. In case of any accident or theft etc. all the claims arising out of it will be met by the **Contractor**. Institute shall not be liable in any matter whatsoever.
- 19. Vehicles deployed on Institute site on monthly basis shall be at the disposal of the **Institute** round the clock as and when required. Institute shall be free to use the hired vehicles in any manner for carrying officials, permitted material etc. as per its requirements and the **Contractor** shall not have any objection to it. **As such, Contractor shall not be able to use the vehicles for any other duties apart from Institute duties.** Also, there will not be any extra hour charges.
- **20.** Vehicles supplied by the **Contractor** will be regularly inspected by designated official of the **Institute** and in case of non-compliance of any of the conditions, if brought to the notice of the designated official by the users, a penalty of Rs.500/- on each fault will be imposed.
- **21.** Each vehicle will be provided with Log Book by the Contractor for maintenance of record of utilization of the same by the users.
- **22.** The **Contractor** shall ensure that vehicles provided on **Institute** site are not changed. Frequent changes of vehicles will not be permitted.
- **23.** In case **Contractor** provides vehicle which is of higher class than the demanded type, payment will be regulated as per the demanded type

ofvehicle. Vehicle of lower class than the demanded type of vehicle shall not be accepted.

- **24.** The **Contractor** shall submit the bills as per the agreed rates immediately after completion of the calendar month to the designated official of the **Institute** in the Administration section along with duly signed duty slips, extract of the log book, parking, toll receipts etc.
- **25.** Payment against Bill shall be made only after satisfactory services to be certified by the Administration. No interest will be payable on the nonpayment due to delayed submission of bill and non-satisfactory services. No advance payment will be made. The payment will be made by local crossed cheque / bank transfer.
- **26. Institute** shall not be responsible for payments for the services provided by **Contractor** to the staff on their personal requests.
- **27.** The **Contractor** shall be liable for depositing all taxes, levies, cess, etc. to concerned tax collection authorities on account of services rendered by it to the **Institute** from time to time as per extant rules and regulations on the matter.
- **28.** The Income Tax (T.D.S.) shall be deducted at prevailing rate from the monthly bills in accordance with the provisions of Income Tax Department, and a certificate to this effect shall be issued by the **Institute** to the **Contractor**.
- 29. In case, the **Contractor** fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof Institute is put to any loss / obligation, monitory or otherwise, **Institute** shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monitory terms.
- **30. Institute** will make arrangements for parking space for vehicles deployed on monthly basis on its Site.

31. Terms and conditions, requirements, obligations as enumerated in the Tender document shall also be part of this agreement unless otherwise specifically stated here.

32. TERMINATION OF THE CONTRACT:-

The contract may be terminated in any of the following contingencies:-

- 1. On giving one month notice by the Institute OR
- 2. On giving three months notice by the Contractor OR
- 3. On the expiry of the contract, without any notice. OR
- 4. On giving one month notice by the Institute at any time during the tenancy of contract, in case the services rendered by the contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for this services. OR
- 5. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the contractor to any third party for sub-letting the whole or a part of the contract to any third party. OR
- 6. On contractor being declared insolvent by the competent Court of Law without any notice.

In case of termination of contract on the grounds mentioned at Sr. No 4 & 5 above the Institute shall forfeit the Security Deposit and the contractor shall not have any claim/right against the Institute.

Provided that during the notice period for termination of the contract, in the situation stated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

33. LAST PAYMENT: The last payment of the contractor will be cleared only after obtaining clearance of any liabilities not pending at the Institute.

Registrar

Indian Institute of Science Education M/s.

and Research Pune

PARTY OF THE FIRST PART- PARTY OF THE SECOND PART-

INSTITUTE CONTRACTOR

WITNESS:- WITNESS:-

| Signature | Signature |
|-----------|-----------|
| - - | |
| Name | Name |
| Address | Address |
| | |
| | |

ANNEXURE - A

Basic rates (excluding applicable taxes, toll & parking charges) in rupees for hiring following passenger vehicles on monthly basis

| Sr. | Vehicle type | Fixed Km per month | Monthly Fixed Rate (Rs.) | Charges for Extra Km (Rs.) | Charges for Extra Hrs |
|-----|--|-----------------------|-----------------------------|-------------------------------|--------------------------|
| 1 | Toyota Innova –AC | 2000 | | | Not Applicable |
| 2 | Maruti Suziki Dzire / Toyota Etios / Tata Zest / Hyundai Xcent / Mahindra Verito- AC | 2000 | | | Not Applicable |

Basic rates (excluding applicable taxes, toll & parking charges) in rupees for hiring following passenger vehicles on call basis

[Local & Outstation Services]

| Sr. | Vehicle type | Fixed Charges for | Charges for | Charges for | Outstation- | Charges for Extra |
|-----|--|-------------------|-------------|-------------|----------------|-------------------|
| | | 8 Hrs & 80 Km | Extra Km | Extra Hr | Minimum 300 km | Km (Rs.) |
| | | (Rs.) | (Rs.) | (Rs.) | | |
| 1 | Toyota Innova -AC | | | | | |
| 2 | Maruti Suziki Dzire / Toyota Etios / Tata Zest / Hyundai Xcent / Mahindra Verito- AC | | | | | |

| Signature | |
|-----------|---------------------------------|
| Name: | Seal of Agency / Firm / Company |

ANNEXURE - C

Basic rates (excluding applicable taxes, toll & parking charges) in rupees for hiring following vehicles on call basis [Domestic Airport Services]

| Sr. | Vehicle type | Pune Airport Pick-up & Drop at IISER / Pune Airport Drop from IISER |
|-----|--|--|
| 1 | Toyota Innova –AC | |
| 2 | Maruti Suziki Dzire / Toyota Etios / Tata Zest / Hyundai Xcent / Mahindra Verito - AC | |

| Signature | |
|-----------|---------------------------------|
| Name: | Seal of Agency / Firm / Company |