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Tender Document  
for  
**Hiring of Cars**  
for

**FUSION ENERGY CONFERENCE**

(October 22-27, 2018)

At  
Mahatma Mandir, Gandhinagar, Gujarat

Organised by  
Institute for Plasma Research, Gandhinagar  
(Department of Atomic Energy, Govt. of India)

## Tender No.: IPR/FEC-2018/02

 <p>प्लाज़्मा अनुसंधान संस्थान Institute for <b>Plasma Research</b></p>	
 <p><b>27th IAEA Fusion Energy Conference (FEC 2018)</b> 22-27 October 2018, Gandhinagar (nearest Airport: Ahmedabad), India</p>	

### **Important Dates:**

Downloading of tender document	03/08/2018 to 23/08/2018 till 11:00 hrs.
Pre – Bid meeting Date & Time	10/08/2018 at 10:00 hrs.
Last date of submission of the bid	23/08/2018 up to 13:00 hrs.

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## ***1. INTRODUCTION***

Institute for Plasma Research (IPR), an aided institute under Department of Atomic Energy, Government of India will host the 27th International Atomic Energy Agency (IAEA) Fusion Energy Conference (FEC-2018). This event will be organised at Mahatma Mandir, Gandhinagar, Gujarat during October 22-27, 2018. Sealed bids are invited under Two Bid System, i.e., **Technical Bid and Financial Bid** from reputed transport service providers/travel agencies for providing Air-Conditioned (AC) Passenger Cars (with 4+1 seating like Xcent, Itios, Dzire, Indigo etc) and Air-Conditioned Multipurpose Passenger Vehicles (MPV) (with 7+1 front facing seats, like Innova, Xylo, Innova Crysta, XUV-500, Scorpio, Hexa, etc) for FEC-2018 to be held during 22-27 October, 2018. The Technical Bid should be consisting of all technical details along with commercial terms and conditions as per the proforma at **Annexure – II** and the Financial Bid indicating prices for the items mentioned in proforma at **Annexure – III** which must be filled by the Bidder.

## **2. SCOPE OF WORK**

The scope of this tender is for providing Air-Conditioned Passenger Cars (Sedan cars with 4+1 seating like Xcent, Itios, Dzire, Indigo etc) and Air-Conditioned Multipurpose Passenger Vehicles (with 7+1 front facing seats, like Innova, Xylo, Innova Crysta, XUV-500, Scorpio, Hexa, etc) for FEC-2018 to be held during 22-27 October, 2018 at Mahatma Mandir, Gandhinagar. These vehicles are intended for transfer of guests attending the conference, within Ahmedabad & Gandhinagar. The tentative requirement of cars is as under:

<b>Sr. No.</b>	<b>Type of Vehicle</b>	<b>Nos.</b>
1.	Air-Conditioned Passenger Cars (Sedan cars with 4+1 seating like Xcent, Itios, Dzire, Indigo etc.) (Petrol/Diesel)	20
2.	Air-Conditioned Multipurpose Passenger Vehicles (7+1 front facing seats like Innova, Xylo, Innova Crysta, XUV-500, Scorpio, Hexa, etc.) (Petrol/Diesel)	05

### **3. TENDER DOCUMENT**

Tender document can be downloaded from the IPR website <http://www.ipr.res.in/documents/tenders.html> (Tender for Hiring of Cars for FEC-2018: TENDER No. IPR/FEC-2018/02).

Earnest Money Deposit (EMD) of Rs. 14,000/- (Rupees Fourteen Thousand Only) should be paid in the form of Bank Demand Draft, drawn in favour of "Institute for Plasma Research" Payable at Gandhinagar. Bid validity will be 90 days from the date of opening of the tender.

#### **4. THE PRE-QUALIFICATION CRITERIA**

- 4.1 The bidder should be registered company/agency. Documentary evidence (Certificate of Incorporation/ Registration) must be submitted.
- 4.2 The bidder should have an office in Gandhinagar or Ahmedabad. Valid documentary proof must be submitted along with the bid.
- 4.3 The bidder should have valid Income Tax Permanent Account Number (PAN) and, Goods and Services Tax (GST) Registration Number. Documentary evidence must be submitted.
- 4.4 The bidder should have at least 5 years of experience for providing passenger cars on hire basis as on the date of publication of this tender. Documentary evidence must be submitted.
- 4.5 The bidder should have supplied at least 15 AC vehicles, including Cars and Multipurpose passenger vehicles, for any event conducted by Government/Semi Government/ PSU/ Corporate Sector in the last 3 years as on the date of publication of this tender. Copies of Work orders and Work completion certificate/Supporting Documents from the concerned organization should be submitted.
- 4.6 For the purpose of supplying 25 vehicles, bidder may enter into agreements with other transport service providers for engaging vehicles as indicated above for the mentioned dates, of which the bidder must have minimum 15 AC vehicles including Cars and Multipurpose Passenger Vehicles (7+1 front facing seats), registered in the name of the bidder's company/agency. Copies of such valid agreements should be submitted along with Technical Bid. The vehicles intended to supply to IPR for this purpose should not be more than 2 years old (as on date of tender publication) from the date of their first registration and should have travelled less than 50000 km. All these vehicles should be registered for commercial/taxi/maxi operations. Copies of Registration Certificate of each vehicle must be submitted.
- 4.7 The bidder should have a solvency of Rs. 7,00,000/- (Rupees Seven Lakhs Only). Latest bank solvency certificate from the banker must be submitted.
- 4.8 The bidder should submit an affidavit on appropriate stamp paper that the bidder has not been blacklisted by any Government Sector/Semi Government/ PSU Sector in India. (Enclose affidavit)



## 5. SUBMISSION OF TENDER DOCUMENTS

The Bid should be submitted in two parts “Technical Bid” and “Financial bid”. Bidder has to submit hard bound document duly numbered. Loose documents shall be rejected. The Tender should be submitted in the following manner:-

The First envelope should contain EMD, sealed and marked as **“EMD for Hiring of Cars -TENDER No. IPR/FEC-2018/02”**

<b>5.1 Technical bid</b>			
1	<b>Technical bid documents</b>	All details and documents as mentioned in Annexure-II (unconditional)	All pages of the document must be signed, sealed & numbered. Corrections if any, should be duly attested by the authorized signatory.
The Second envelope should contain all technical bid documents, sealed and marked as <b><u>“Technical bid for Hiring of Cars -TENDER No. IPR/FEC-2018/02”</u></b>			
<b>5.2. Financial bid</b>			
1	<b>Financial bid</b>	Annexure-III with all details, filled in and signed by the authorized signatory.	Corrections if any, should be duly attested by the authorized signatory.
The third envelope should contain all financial bid documents, sealed and marked as <b><u>“Financial bid for Hiring of Cars -TENDER No. IPR/FEC-2018/02”</u></b> .			
<p>Above 03 envelopes duly sealed should be placed in large envelope duly sealed and marked as <b><u>“Tender for Hiring of Cars -TENDER No. IPR/FEC-2018/02”</u></b>. The outer envelope should bear the name, address and contact details of the agency/company clearly. The bids complete in all respect must be submitted through Speed Post/Courier or in person so as to reach ‘The Chief Administrative Officer, Institute for Plasma Research, Near Indira Bridge, Bhat, Gandhinagar-382428’ on or before the last date and time mentioned in the tender document. IPR is not responsible, in any way, for postal/courier delays in submission of bid documents. Proposals received after the last date and time will be rejected and no further correspondence in this regard will be entertained.</p> <p>For clarifications, if any, Contact The Chief Administrative Officer, Institute for Plasma Research, Gandhinagar (Tel: 079-2396 2000, Fax: 079-2396 2277, Email: fec.support@ipr.res.in)</p>			

## **6. GENERAL INFORMATION**

- 6.1 A pre-bid meeting is arranged for clarification of the scope of work and related issues of tender documents and tender process on the date mentioned in the table.
- 6.2 Bids received after the last date and time will be summarily rejected. IPR will NOT be responsible for any delay occurred in delivery of the bid documents.
- 6.3 Any amendments and corrigenda regarding this tender will be displayed in IPR website only. It will neither be intimated to be bidders separately nor published in newspapers. Bidders are advised to visit the concerned link on our website periodically for any updates in this regard.
- 6.4 The envelope containing “Technical Bid” shall be opened first on the scheduled date and time at IPR in the presence of the bidders. The bidders or their representatives, who are willing to attend this, must produce an authorization letter from the company/agency for attending the bid meeting.
- 6.5 The “Financial Bid” of only technically qualified bidders will be opened in presence of the bidders or their representatives on a date and time that will be informed by IPR.
- 6.6 Any effort by a bidder or bidder’s agent / consultant or representative to influence in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of their bid.
- 6.7 The rates must be quoted in Indian Rupees and should be all inclusive. Toll charges and parking fees are reimbursable additionally. Goods and Service Tax as applicable shall be paid extra as mentioned in final bill.
- 6.8 Incomplete and conditional bids shall not be considered and will be rejected.
- 6.9 All entries in the bid form should be legible and clearly filled. The cuttings, alterations, over writings if any, in the Bid application must be initialled by the person authorized to sign the bid.

## 7. EVALUATION OF BIDS

The bids will be evaluated on the principle of 'Quality cum Cost Based System (QCBS)', wherein due weightage will be given for the two components: Quality and Cost. The evaluation process will be based on Technical Score (TS) and Financial Score (FS) of each individual pre-qualified bidder. The bidder with highest Composite Evaluation Score (CES) will be the successful bidder.

### 7.1 Technical Score (TS)

Sr. No	Parameter	Criteria for point allotment	Maximum weightage
1	Experience in the field related to Fleet Management – Number of events conducted by Government/Semi Government/PSU/Corporate Sector, handled with minimum supply of vehicles of 15 nos. in last 3 years as on the date of publication of the tender.	4 marks for each event. (copies of work orders and work completion certificate/supporting document issued by the concerned organization will be referred) Maximum marks = 20	20
2	Number of Air-Conditioned passenger cars and MPVs owned by the company/agency.	Number of vehicles owned is equal to 15 corresponds to 20 marks.  1 marks will be given on arithmetical progression for an increase of 1 vehicle above 15. Maximum marks =30	30
3	Vehicles must not be older than 02 years from the date of first registration as on the date of publication of tender.  [Average age of the 25 (as per scope of work section-2) vehicles, as per the RCs submitted by the bidder will be taken for this purpose, rounded to the nearest whole number]	Average age is less than or equal to 365 days: 30 marks Average age is between 366 days and 546 days: 25 marks Average age is between 547 days and 730 days: 20 marks	30
4	Presentation on the understanding of scope, methodology, work plan and deployment of resources, SMS alerts, etc. (presentation limited to 15 minutes.)	A technical evaluation committee will evaluate the presentation.	20
	Total marks – Technical Score (TS) *		100

**Bidder must attach signed photocopies of all documents related to vehicles like Registration Certificate, Fitness Certificate, Insurance, RTO permission etc. for each vehicle.**

**\* If the agency scores less than 50 marks in the Technical section, it is considered as NOT qualified in Technical aspect. It will not be considered for financial part at all.**

The eligible bidders only will be invited for a presentation (S. No 5 of Technical parameters). The bidders shall give a power point presentation, with requisite details like company profile, pictures &

details of the vehicles, manpower, infrastructure, operation management for the event, etc. For this purpose the bidder shall carry the softcopy of the file in a pen-drive and a copy of the same shall be made available to IPR.

## 7.2 Financial Score (FS)

Agency is required to furnish the details as mentioned under Financial Bid as per ANNEXURE III. Based on this Financial Score (FS) will be obtained.

## 7.3 Composite Evaluation Score (CES)

The Technical Score (TS) and the Financial Score (FS) obtained above would be analysed as under to get Composite Technical Score (CTS) and Composite Financial Score (CFS) as under:

### 7.3.1 Composite Technical Score (CTS):

Composite Technical Score (CTS) will be analysed and assigned to each bid as below:

$$CTS = [TS / TS_{(high)}] \times 100$$

CTS is Composite Technical Score for each bidder

TS – means Technical Score obtained by respective bidder

TS<sub>(high)</sub> – means highest Technical Score (among all qualified bidders)

### 7.3.2 Composite Financial Score (CFS) parameters:

$$CFS = [FS_{(low)} / FS] \times 100$$

FS<sub>(low)</sub> – is the lowest Financial Bid (among all qualified bidders)

FS – is the Financial Bid value by the bidder

The respective weightage for the Composite Technical Score and the Composite Financial Score are set out in the table below:

Sr. No.	Description of Parameters for Composite Evaluation Score (CES)
1	Composite Technical Score - 50%- Weightage
2	Composite Financial Score- 50%- Weightage

### 7.3.3 Composite Evaluation Score (CES)

$$CES = CTS \times 0.5 + CFS \times 0.5$$

The party with the maximum CES would be selected as successful bidder.

Note: If two vendors get same CES, then the selection will be based on higher CTS.

## **8. GENERAL TERMS AND CONDITIONS**

### **8.1 General Terms**

- 8.1.1 The tentative number and dates of requirement are indicated in Annexure-III. However, the actual requirement of vehicles (increase or decrease up to 20%) on each date will be indicated to the contractor by 15-Oct-2018. Inspection of vehicles will be carried out by IPR as per the final list of the vehicles to be supplied by the contract agency. The bidder, if entered into an agreement with other transport service providers for supply of vehicles, should incorporate the clause of releasing the vehicles after completion of Conference. However, the bidder should obtain clearance from IPR for releasing of such vehicles.
- 8.1.2 The Contractor shall provide additional vehicles at the same rate at minimum notice of two hours in case urgently required. The contractor should arrange a travel desk at the Venue for providing vehicles for guests for their personal/private visits at prevailing rates, the payment of which will be done by the guests directly.
- 8.1.3 The contractor shall appoint experienced and skilled drivers and they shall have valid driving license. Obtaining the necessary permission/approval of the concerned State police/appropriate authorities for running these vehicles for this contract, shall be the responsibility of contractor. The drivers shall be well groomed, always in uniform and wear the firm's identity card/badge while on duty. The drivers should be familiar with the routes and places in and around Ahmedabad/Gandhinagar. They should be courteous and able to understand Basic English language.
- 8.1.4 The contractor should setup a 'Control Room' at the venue and engage at least 03 persons (01 Manager/Supervisor and 02 Assistants) from 07:00 am to 08:00 pm tentatively. These staff should have all the details of vehicles, routes and drivers along with their contact numbers and should coordinate with them for smooth operation of vehicles. In case of breakdown of any car, the contractor shall provide a replacement vehicle within a reasonable time.
- 8.1.5 The contractor shall ensure that the cars provided are clean, in good condition, fit for journey (fitness certificate for each vehicle should be produced) with proper/comfortable seating to withstand the strain of journey.
- 8.1.6 Each vehicle should be fitted with one portable fire extinguisher and driver should be aware of operating it, in case required.
- 8.1.7 The contractor will have to complete the 'Duty slip' (as per Annexure-IV) for each and every trip for all the vehicles and the same shall be submitted along with the bills. The signature of any one user travelled in the vehicle should be obtained by the driver immediately after completion of the journey along with feedback. Duty slips with incomplete information or not signed by the authorised persons will be rejected and that trip will not be counted for billing purpose.
- 8.1.8 The contractor shall be eligible for fare (as per rate contract) from the point of pickup 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 billing any empty kilometres.

8.1.9 EMD will be released to the unsuccessful bidder after signing the contract with successful bidder. EMD of successful bidder will be released after signing the contract and submission of Security Deposit as mentioned in Section-12. No interest shall be payable on EMD.

8.1.10 Bids shall remain valid for 90 days from the date of Bid opening. A Bid valid for a shorter period shall be rejected as non-responsive.

8.1.11 All correspondence related to the tender process and arrangement of vehicles will be done using the contact details provided in the tender document. The bidder should provide a valid e-mail id which should be active till the completion of contract period.

8.1.12 Any damages to property, life caused by these vehicles, while on duty during this contract, en-route, at the pick-up points, at the drop points, at the Venue etc., shall be the liability of the contractor. Any claims in this regard shall be settled between the contractor and the effected party. If any charges in this regard are levied by the parties on IPR, the same will be recovered or adjusted against the payments to be made to the contractor subsequently.

## **8.2 Arbitration**

(a) If a dispute of any kind whatsoever arises between the Client and the Bidder in connection with, or arising out of, the Contract or the execution of the Works or after their completion and whether before or after the repudiation or other termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the differences and disputes on which both sides fail to reach a written agreement by means of negotiations shall be resolved by a sole Arbitrator mutually appointed by the Parties and the award of the Arbitrator shall be binding on both the parties finally and conclusively. The arbitration shall be in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, Arbitration and Conciliation (Amendment) Act 2015 or any statutory modifications or re-enhancements thereof for the time being in force. The language of Arbitration shall be English.

(b) Neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments already put before the Engineer or the Company, as the case may be, for the purpose of obtaining its/his said recommendations/decision. No such recommendation/decision shall disqualify the Engineer or any of the members of the Company, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.

(c) The reference to arbitration may proceed notwithstanding that the Works shall not then be or be alleged to be completed, provided always that the obligations of the Client, the Engineer and the Bidder shall not be altered by reason of the arbitration being conducted

during the progress of the works. Neither party shall be entitled to suspend the works, payments to the Bidder shall be continued to be made as provided by the Contract.

(d) Arbitration proceedings shall be held at Gandhinagar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the Bidder. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.

(f) All arbitration awards shall be in writing and shall state the reasons for the award.

### **8.3 Force Majeure**

Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

## ***9. TENURE OF CONTRACT***

The contract will be valid for the duration as mentioned in the Annexure-III. The date of release of vehicles will be tentatively 28-October-2018. However, the contractor shall obtain clearance from IPR for releasing of vehicles engaged for this contract.



## ***10. 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 without assigning any reason and without incurring any financial liability whatsoever to the Contractor.

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.

## ***11. RATES***

The rates will be quoted in the given format (Annexure-III) by the bidder considering all the terms given in price bid. The rates will be **all inclusive, firm and fixed throughout the contract period**.

Toll tax and parking charges, if applicable, will be reimbursed on production of receipt (s). GST will be paid extra as applicable on the final bill amount.

## ***12. SECURITY DEPOSIT***

The successful bidder shall have to deposit a Security Deposit 10% of contract value within ten days of the signing of the contract. The security deposit should be furnished in the form of Demand draft/Bank Guarantee(as per Annexure-VI)/Banker's Cheque of any nationalized bank/ HDFC/ IDBI/ ICICI/AXIS 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 two 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/returned to the contractor within two 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.

### **13. PAYMENT SCHEDULE**

The schedule of payment to the contractor will be as under:

<b>Sr. No.</b>	<b>Release Mile stone</b>	<b>Remarks</b>
1.	Award of Contract	10% of contract value against submission of equivalent amount of Advance Bank Guarantee (ABG)
2.	After inspection of vehicles as per the final list approved by the IPR	10% of contract value against submission of equivalent amount of ABG
3.	On the completion of the event against submission of all duty slips	50% of the contract value
4.	Final submission of error free bills	Balance

The final amount as per the contract will be paid within 30 days after completion of the event, against the submission of final bill along with duty slips and other receipts/vouchers as admissible.

Applicable Tax Deducted at Source (TDS) as per Income Tax Act at the prevailing rate will be deducted from the payment.

## **14. STATUTORY REQUIREMENTS**

- 14.1 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 bill for verification to the IPR authorities, if required.
- 14.2 The CONTRACTOR shall have to pay, not less than, minimum wages as prescribed by the Central Government to all his 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, ESIC Act, Employees Provident Fund Act, Motor Vehicles Act, Payment of Wages Act, Minimum Wages Act, Bonus Act, Gratuity Act and other applicable industrial enactments 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, it shall be payable by the CONTRACTOR and 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.
- 14.3 The CONTRACTOR shall maintain various registers as per the Contract Labour (R & A) Act.
- 14.4 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.
- 14.5 The vehicle shall be comprehensively insured for coverage of all kinds of risks. IPR is not liable for payment of any expenses towards damage/loss of vehicles engaged by the CONTRACTOR for this purpose. The CONTRACTOR shall obtain necessary insurance coverage for any third party claims.
- 14.6 The CONTRACTOR will get the police verification done of each of his driver and submit the same along with the details and photograph of the driver to the Officer in charge in the Institute.
- 14.7 The CONTRACTOR shall visit IPR whenever he is called upon to do so by the authorized officials of IPR.
- 14.8 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.
- 14.9 On commencement of the contract, the CONTRACTOR shall provide the names of the drivers and supervisor/contact person along with their contact numbers, driving

licence / badge number. He will also provide details 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.

## ***15. 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 including loss of property or life due to any accidents. The decision of the Director, IPR in this regard shall be final and binding.

## 16. PENALTIES

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/action
1	Sending other vehicle/driver not approved by IPR or not as per tender conditions OR vehicle not reported in time for pick-up OR driver refusing duty or Vehicle dirty, unfit for travel	Rs. 1000/- per occasion plus the entire cost of engaging other vehicle from other sources by IPR.
2	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 for this conference and Rs. 2000/-per occasion.
3	If driver not found in proper uniforms/Grooming during the Duty	Rs. 1000/- per occasion



## ***17. JURISDICTION /RESOLUTION OF DISPUTES***

This Work Order / Contract / agreement shall be governed and interpreted in accordance with the Laws of India. Any proceeding arising from this Work Order / Contract / agreement shall be subject to the exclusive jurisdiction of Gandhinagar Courts only.

## **18. ANNEXURES**

**18.1 Annexure-I – CHECK LIST and DECLARATION** for submitting bids for supplying of Cars and MPVs

**18.2 Annexure-II – “Technical Bid”** For hiring of cars against TENDER No. IPR/FEC-2018/02

**18.3 Annexure-III – “Financial Bid”** For hiring of cars against -TENDER No. IPR/FEC-2018/02

**18.4 Annexure-IV – Duty slip** format

**18.5 Annexure-V – Advance Bank Guarantee** (Advance Payment) format

**18.6 Annexure-VI - Bank Guarantee** (Security Deposit) format

## ANNEXURE-I

### CHECK LIST and DECLARATION for submitting bids for supplying of Cars and MPVs

S.No	Documents	Details	Remarks
1	<b>Earnest Money Deposit</b> (as mentioned in the tender document)	DD No.: Amount: Bank: Date:	
The First envelope should contain EMD, sealed and marked as <b><u>“EMD for the tender for Hiring of Cars and MPVs -TENDER No. IPR/FEC-2018/02”.</u></b>			
<b>I. Technical bid</b>			
1	<b>Technical bid documents</b>	All details and documents as mentioned in Annexure-II (unconditional)	All pages of the document must be signed, sealed & numbered. Corrections if any, should be duly attested by the authorized signatory.
The Second envelope should contain all technical bid documents, sealed and marked as <b><u>“Technical bid for Hiring of Cars and MPVs -TENDER No. IPR/FEC-2018/02”.</u></b>			
<b>II. Financial bid</b>			
1	<b>Financial bid</b>	Annexure-III with all details, filled in and signed by the authorized signatory.	Corrections if any, should be duly attested by the authorized signatory.
The third envelope should contain all financial bid documents, sealed and marked as <b><u>“Financial bid for Hiring of Cars and MPVs -TENDER No. IPR/FEC-2018/02”.</u></b>			
Above 03 envelopes duly sealed should be placed in large envelope duly sealed and marked as <b><u>“Tender for Hiring of Cars and MPVs -TENDER No. IPR/FEC-2018/02”.</u></b> The outer envelope should bear the name, address and contact details of the agency/company clearly. The bids complete in all respect must be submitted through Speed Post/Courier or in person so as to reach ‘The Chief Administrative Officer, Institute for Plasma Research’ on or before the last date and time mentioned in the tender document. IPR is not responsible, in any way, for postal/courier delays in submission of bid documents. Proposals received after the last date and time will be rejected and no further correspondence in this regard will be entertained.			

I \_\_\_\_\_, the undersigned being authorised signatory for \_\_\_\_\_ for submission of bid against ‘Tender for hiring cars -TENDER No. IPR/FEC-18/02’, hereby declare that all the documents submitted and details furnished are true and correct to the best of my knowledge. If at any time, during or after the tender process or after award of contract, the documents or the details submitted are found to be false/ manipulated/ fabricated with a mal-a-fide intention, the proposal will be summarily rejected/contract be nullified and suitable action as deemed fit be initiated against my agency.

Date:

Signature:

Place:

Full name:

(Company Seal)

## ANNEXURE- II

### “Technical Bid”

For hiring of cars against TENDER No. IPR/FEC-2018/02

S. No	Particulars of condition/terms of eligibility criteria	Remarks
1	The bidder must be a company/agency registered for this purpose under any Law/Act of India.	Certificate of incorporation/registration of the firm should be submitted
2	The bidder should have an office in Gandhinagar or Ahmedabad.	Address proof to be submitted
3	GST Registration No.	Copy of GSTN registration certificate to be produced
	Income Tax PAN	Copy of PAN should be submitted
4	The bidder should have at least 5 years of experience for providing passenger cars on hire basis as on the date of publication of this tender.	Necessary documentary proof should be submitted
5	The bidder should have supplied at least 15 AC vehicles, including Cars and Multipurpose passenger vehicles, for any event conducted by Government/Semi Government/PSU/ Corporate Sector in the last 3 years as on the date of publication of this tender	Copies of Work orders and Work completion certificate/ supporting documents from the concerned organization should be submitted.
6.	The vehicles intended to supply to IPR for this purpose should not be more than 2 years old (as on date of tender publication) from the date of their first registration and should have travelled less than 50000 km. All these vehicles should be registered for commercial/taxi/maxi operations.	Copies of Registration Certificate, fitness certificate, insurance, RTO permission etc, of each vehicle must be submitted.
7.	The bidder should have a solvency of Rs. 7,00,000/- (Rupees Seven Lakhs Only).	Latest bank solvency certificate from the banker must be submitted.

## ANNEXURE – III

### Financial bid

For hiring of cars against TENDER No. IPR/FEC-2018/02

S. No.	Category of Vehicle	No. of vehicles Required *	All inclusive Rate for 16 hrs and 200 km package #	All inclusive Rate for Extra Hour #	All inclusive Rate for Extra Kilometer #	Bid value for each category of vehicle
		A	B	C	D	E = A X (B + C +D)
1	AC Sedan car of 4+1 seating capacity e.g. Hyundai Xcent / Toyota Itios / Tata Indigo / Maruti Dzire etc (Petrol/Diesel)	20				
2	AC Multipurpose Passenger Vehicles with 7+1 front facing seating capacity e.g., Innova, Xylo, etc. (Petrol/Diesel)	05				
3	<b>TOTAL BID VALUE</b>					

\* Tentative requirement of vehicles is as under. However, actual requirement will be indicated to the contractor on the date mentioned.

# Except applicable GST

Type	No. of Vehicles	From Date	To Date	No. of days
AC Sedan Cars	02	18-10-2018	28-10-2018	11
	05	21-10-2018	28-10-2018	8
	13	22-10-2018	27-10-2018	6
AC MPVs of 7+1 seating	02	18-10-2018	28-10-2018	8
	03	22-10-2018	27-10-2018	6

**Note:**

- Kilometres and time in package will be counted from reporting at the first point of pick-up and up to the last point of drop.
- The total bid value (for 'Financial Proposal') will be row no. 3 and column E.
- The bidder should have to bid for both categories of vehicles mentioned in Rows 1 & 2.

## ANNEXURE-IV

### Duty Slip

VEHICLE ALLOTTED TO:

Name of Guest : \_\_\_\_\_

Designation : \_\_\_\_\_ Organisation: \_\_\_\_\_

Contact no. : \_\_\_\_\_ Email ID : \_\_\_\_\_

#### IPR authorized member details

Name of the Officer : \_\_\_\_\_

Designation : \_\_\_\_\_ Organisation : \_\_\_\_\_

Contact no. : \_\_\_\_\_ Email ID: \_\_\_\_\_

#### VEHICLE DETAILS

Type of Vehicle: \_\_\_\_\_ Vehicle no.: \_\_\_\_\_

Driver Name: \_\_\_\_\_ Driving License No.: \_\_\_\_\_

Driver mobile no. \_\_\_\_\_

Trip details of vehicle on date: \_\_\_\_\_

Source/ starting point	Starting Time	Starting Km reading	Destination	Ending Time	Ending Km reading	Driver Signa- ture	Guest Signature	IPR authorized Signature

#### Feedback:

Vehicle Condition:	EXCELLENT	GOOD	POOR
Driver's Behaviour:	EXCELLENT	GOOD	POOR

Remarks if any: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Guest signature: \_\_\_\_\_

#### Note:

- If the guest/IPR member has surrendered the vehicle, then the agency shall have to produce separate duty for another allotment.
- The guest, IPR member and driver's signatures are mandatory for each date.
- In case, if vehicle used for extra hours or extra kms, the agency should have to mention the same in the duty slip.

## Annexure - V

### Advance Bank Guarantee (Advance Payment)

(On non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. \_\_\_\_\_ DATE: \_\_\_\_\_

1. WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_, a company registered under the companies act and having its registered office at \_\_\_\_\_ (hereinafter referred to as "the Contractor") entered into Contract bearing No. \_\_\_\_\_ date \_\_\_\_\_ with INSTITUTE FOR PLASMA RESEARCH (IPR), Near Indira Bridge, Bhat, Gandhinagar 382428, Gujarat, INDIA, Gujarat, India (hereinafter referred to as "The Client") for the \_\_\_\_\_ (hereinafter referred to as "the Contract ")

2. AND WHEREAS under the terms and conditions of the Contract an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) representing \_\_\_\_\_ percent advance payment out of the Contract value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) is to be paid by the Client.

3. AND WHEREAS IPR has agreed in pursuance of the said terms and conditions of the Contract to make an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the Contractor on the Contractor furnishing a Bank Guarantee in the manner herein contained.

4. NOW WE, \_\_\_\_\_ (Name and Address of the Bank) in consideration of the Client having agreed to pay to the Contractor an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) do hereby agree and undertake to indemnify the Client and keep the Client indemnified to the extent of a sum not exceeding the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) against any damage or loss that may be suffered by the Client by reason of non-fulfilment of any of the terms and conditions of the Contract by the Contractor.

5. WE, \_\_\_\_\_ (Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Client stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Contractor of any of the terms and conditions contained in the said Contract or by reason of the Contractor's failure to perform the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

6. WE, \_\_\_\_\_ (Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present guarantee being

absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us.

7. AND WE, \_\_\_\_\_ (Bank) hereby further agree that the decision of the said Director, IPR as to whether the Contractor has committed breach of any such terms and conditions of the Contract or not and as to amount of damage or loss assessed by the said Director as damage or loss suffered by the Client on account of such breach would be final and binding on us.

8. WE \_\_\_\_\_ (Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act or commission on the part of the Client or any indulgence by the Client to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.

9. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or the Contractor.

10. OUR GUARANTEE shall remain in force until \_\_\_\_\_ (two months beyond the delivery of all the ordered ITEMS) and unless a claim under the guarantee is lodged on or before the above date, all rights of the Client under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

In witness whereof, we the \_\_\_\_\_ have executed this.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

For \_\_\_\_\_

(Indicate the name of bank with Postal address, Fax Number & email address)

Witnesses:

(1) Name: \_\_\_\_\_ Signature \_\_\_\_\_

(2) Name: \_\_\_\_\_ Signature \_\_\_\_\_



## Annexure - VI

### Bank Guarantee (Security Deposit)

(On non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. \_\_\_\_\_ DATE: \_\_\_\_\_

THIS DEED OF GURANTEE MADE AT \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ between \_\_\_\_\_ having its registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter called “the Bank” which expression shall mean and include the said \_\_\_\_\_ and its successors and assigns) of the one part AND INSTITUTE FOR PLASMA RESEARCH (IPR), Near Indira Bridge, Bhat, Gandhinagar 382428, Gujarat, INDIA (hereinafter called “the Client” which expression shall mean and include the said IPR, GANDHINAGAR and its successors and assigns) of the other part.

WHEREAS \_\_\_\_\_ (hereinafter called “the Contractor”) having its registered office at \_\_\_\_\_ have entered into a Contract having Contract value of INR. \_\_\_\_\_ (In words \_\_\_\_\_) with the Client being Contract No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ in accordance with the terms, specifications and conditions contained therein.

AND WHEREAS under the terms of the aforesaid Contract, the Contractor is to furnish to the Client a Bank guarantee for an amount of INR. \_\_\_\_\_ (Rupees \_\_\_\_\_) being 10% of the total value of the CONTRACT by way of security for fulfilment of the Contractual obligations on the part of the Contractor there under.

AND WHEREAS the Contractor has requested the Bank to guarantee the due payment of the aforesaid amount by the Contractor to the Client in case the Contractor fails to fulfil any of the aforesaid Contractual obligations.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The Bank hereby agrees unequivocally and unconditionally to pay within 48 hours, on demand, in writing from the Client or any officer authorised by it in this behalf and without demur, any amount up to and not exceeding INR. \_\_\_\_\_ (Rupees \_\_\_\_\_) to the Client on behalf of the Contractor.
2. This guarantee is valid and binding upon the Bank till successful completion of Final acceptance under this Contract and shall not be terminable or affected by notice of any change in this constitution of the Bank or of the firm of Contractor or on account of any reason whatsoever.
3. The liability of the Bank hereunder shall not be impaired or discharged by any extension of time or variations or alterations made or conceded or agreed within or without the knowledge or consent of the Bank or by or between the parties to the said Contract.

4. The liability of the Bank under this deed is restricted to the sum of INR. \_\_\_\_\_ (Rupees \_\_\_\_\_) and same shall remain in force two months beyond the successful completion of event under this Contract. In case any further extension of the present guarantee is required the same shall be granted on receiving instructions in writing there for from the Contractor on whose behalf this guarantee is issued.

5. Unless proceeding for enforcing this guarantee is commenced against the Bank within two months from the expiry of the aforesaid period or such extended period or periods as aforesaid all the rights of the Client under this guarantee shall be extinguished and the Bank shall be relieved and discharged from all liabilities hereunder.

6. The neglect or forbearance of the Client in enforcement of any of its rights under the aforesaid Contract against the Contractor shall in no way relieve the Bank of its liability under this deed.

7. OUR GUARANTEE shall remain in force until \_\_\_\_\_ (two months beyond the Final completion of the Event under this Contract) and unless a claim under the guarantee is lodged on or before the above date, all rights of Client under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

In witness whereof, we the \_\_\_\_\_ have executed this.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

For \_\_\_\_\_  
(Indicate the name of bank with Postal address, Fax Number & email address)

Witnesses:

(1) Name: \_\_\_\_\_ Signature \_\_\_\_\_

(2) Name: \_\_\_\_\_ Signature \_\_\_\_\_