

भा.कृ.अनु.प.–भारतीय मक्का अनुसंधान संस्थान
ICAR-Indian Institute of Maize Research
पी.ए.यू. परिसर, लुधियाना
P.A.U. Campus, Ludhiana -141004
iimr.icar.gov.in; Tele: 0161-2430038

F.No. 44-01/Tenders /IIMR/18-19 (Vehicle Begusarai)

Date: 17.11.18

सेवा में,

To,

M/s _____

निविदा दस्तावेज
TENDER DOCUMENT

निदेशक, भारतीय मक्का अनुसंधान संस्थान, पं.कृ.वि.परिसर, लुधियाना द्वारा पंजीकृत फर्मों से, जिनके पास पर्याप्त वाहन व अनुभव हैं, क्षेत्रीय मक्का अनुसंधान एवम बीज उत्पादन केंद्र, बेगूसराय, बिहार में वाहनों को किराए पर लेने हेतु ईलेक्ट्रॉनिक निविदाएं आमंत्रित की जाती हैं।

On behalf of the Director, ICAR-IIMR electronic Tender/Quotations are invited for “**RATE CONTRACT FOR HIRING OF VEHICLES AT REGIONAL MAIZE RESEARCH AND SEED PRODUCTION CENTRE (RMR & SPC), BEGUSARAI, BIHAR**” from registered travel agencies having sufficient number of vehicles and experience in the field.

निविदा दस्तावेज केंद्रीय सार्वजनिक खरीद पोर्टल (Central Public Procurement Portal) से डाउनलोड किया जा सकता है। बोलीदाताओं से आग्रह है कि वे पोर्टल (<https://eprocure.gov.in/eprocure/app>) के माध्यम से निविदा (तकनीकी बोली व वित्तीय बोली अलग-अलग) जमा कराएं। ईएमडी (डिमांड ड्राफ्ट के आकार में) तकनीकी बोली के साथ कार्यालय, आईआईएमआर पीएयू कैंपस लुधियाना में देय तिथि से पहले जमा करना है। अंतिम तिथि के बाद निविदा / उद्धरण को स्वीकार नहीं किया जा सकेगा। मांग ड्राफ्ट को किसी भी राष्ट्रीयकृत/वाणिज्यिक बैंक से बनाया जा सकता है, जो DIRECTOR ICAR-IIMR LUDHIANA के पक्ष में देय हो।

The tender document may be downloaded from the Central Public Procurement Portal (CPP Portal). **Bidders are required to submit the tenders (Technical and Financial bid separately) online through CPP Portal only** (<https://eprocure.gov.in/eprocure/app>). **The EMD in the shape of Demand Draft along with the hard copy of the technical bid** is to be submitted in the Office, IIMR, PAU Campus, Ludhiana before the due date and time failing which the tender/quotation will not be entertained/accepted. The Demand Draft may be made in favour of “DIRECTOR ICAR IIMR LUDHIANA” from any nationalized bank payable at Ludhiana.

The Director, IIMR, Ludhiana reserves the right to accept or reject any or all the offers without assigning any reasons.

निविदा जमा करने की अंतिम तिथि : 11.12.18 till 1030 hrs.

Last date for submission of quotation

तकनिकी निविदा खोलने की तिथि : 12.12.18 at 1100 hrs.

Opening of Technical bids/quotations

THIS TENDER DOCUMENT HAS THE FOLLOWING CHAPTERS:

- Chapter I : Instructions to Bidders
- Chapter II : Conditions of Contract
- Chapter III : Schedule of Requirements
- Chapter IV : Specifications and Allied Technical Details
- Chapter V : Price Schedule (to be utilized by the bidders for quoting their prices)
- Chapter VI : Contract Form

यदि हिंदी अथवा अंग्रेजी संस्करण में कोई विसंगति पाई जाती है तो अंग्रेजी संस्करण मान्य होगा।

In case of any discrepancy in Hindi and English version, the english version will be final.

Sd/-

प्रशासनिक अधिकारी

(Administrative officer)

भा.कृ.अनु.प.–भारतीय मक्का अनुसंधान संस्थान
ICAR-Indian Institute of Maize Research
पी.ए.यू. परिसर, लुधियाना
P.A.U. Campus, Ludhiana -141004
iimr.icar.gov.in; Tele: 0161-2430038

Chapter – I: Instructions to Bidders

On behalf of the Director, ICAR-IIMR electronic quotations/Tenders are invited to award **RATE CONTRACT FOR HIRING OF VEHICLES AT REGIONAL MAIZE RESEARCH AND SEED PRODUCTION CENTRE (RMR & SPC), BEGUSARAI, BIHAR** for a period of one year from registered firms having sufficient number of vehicles and experience in this field.

1. The last date for online submission of Tender is **11th December, 2018 till 1030 hrs.** The bid may be submitted online through CPP Portal only. Bid received after the due date will not be entertained at all. The Technical bids will be opened on **12th December, 2018 at 1100 hrs.**
2. The Institute is not bound to accept the lowest tenders and also reserve the right with itself of accepting the tenders in whole or in part. You are however at liberty to submit the tenders for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Moreover, conditional Tenders will not be accepted.
3. It will be the liberty of the firm/contractor to be present or to authorize its representative to be present at the opening of the tender on due date, if they wish, which may please be mentioned in the tender documents. Please also state the name & address of your representative, if any.
4. The service provider in whose favour the tender is accepted has to deposit security money in the form of Bank Guarantee/FDR in favour of **“DIRECTOR ICAR IIMR LUDHIANA”** for the contractual period within 15 days from the date of issue of Principal Letter of Approval (PAL). The Bank Guarantee/FDR should be equivalent to 10% of the total monetary value of work. The work order to the successful bidder will only be issued on the deposition of security money within the stipulated period. In the event of non-deposition of the same, it will be presumed that firm is not interested to undertake the awarded work leading to forfeiture of its earnest money or any action deemed fit as per the rule of ICAR. The security money will be refunded after the expiry of the contract subject to satisfactory performance during the period of contract.
5. If tenderer does not accept the offer, after issue of letter of award by IIMR within 15 (fifteen) days, the offer made shall be deemed to have been withdrawn without any notice and Earnest money will be forfeited. The rates so quoted shall remain unchanged during the period of the contract and will not be modified/alterd at all.
6. An **EMD of Rs. 10,000/- (Rupees Ten Thousand only)** must be deposited in the form of Demand Draft/Bankers Cheque in favour of **DIRECTOR ICAR IIMR LUDHIANA** and payable at Ludhiana. Bids not accompanied with valid EMD will not be considered. Scanned copy should be uploaded with

- bid. Whoever availing exemption for submission of EMD must submit the original/certified copy of certificate (along with technical proposal) clearly mentioning the said exemption in the certificate.
7. The total set of tender document should be uploaded intact affixing tenderers signature on all pages of the tender document and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases, reference to the additional pages must be made in the tender form. Overwriting/erasing of the rates by the tenderer are not allowed, failing which will invite the summarily rejection of the tenders. The rates quoted in tenders should be mentioned both in words and figures .
 8. The firm/Contractor in whose favour the contract is finalized has to sign **Agreement Deed for the contract of engagement of vehicle on non-judicial stamp paper of Rs. 100/-** at his cost.
 9. Tax and other levies to be charged should be specifically indicated.
 10. The tenderer is being permitted to tender the consideration of the stipulations of his/her part that after submitting the tender, he/she will not resign from his/her offer or modify the terms and conditions thereof. **If the tenderer fail to observe and comply with the forgoing stipulations, the amount of Earnest Money Deposit (EMD) will be forfeited.**
 11. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he/she signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he/she must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
 12. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he/she has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Council/IIMR shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.
 13. Acceptance by IIMR will be communicated by e-mail or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the e-mail etc. should be acted upon immediately.

14. The following documents must be enclosed along with tenders/quotations duly filled in failing which tenders/quotations will be declared as non-responsive and will not be considered. These are the technical terms and conditions:

- (a) The firms/contractors should be preferably authorized by Transport Agency and have trade license or must have commercial permit of vehicle for travel activities. However, firm having legal contract with any individual/firm within Bugusarai PS jurisdiction who is having vehicles with commercial registration may also participate in the tender but the firm/contractor needs to submit agreement copy and license copy of the individual/firm with whom they have contract.
- (b) If providing vehicles to other Govt. establishments/Autonomous bodies of Govt. of India/Corporations of Govt. of India/reputed public or private organization/international organization, enclose copy of the order and certificate of satisfactory service provided.
- (c) Copy of Certificate of GST, if any, issued by the Govt.
- (d) Copy of firm/agency PAN Number.

15. The technical bids and financial bids should be submitted separately. Only those firms will be considered for financial bid who will qualify in the technical bid.

16. Tenderers should note that their offer should remain open/valid for acceptance for at least 90 days from the date of opening of the financial proposal.

17. The Director, IIMR may at his/her discretion, extend this date by a fortnight and such extension shall be binding on tenderers.

18. If the date on which the tender is to be opened is declared to be a holiday the Tender shall be opened on the next working day following the holiday at same time.

Director, IIMR reserves the rights to reject any or all tenders in whole or in part without assigning any reasons thereof. The decision of Director, IIMR shall be final and binding on the contractor/agency in respect of any clause covered under the contract.

Important Notes:

1. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at "Instructions for online Bid Submission".
2. Only bids received on e-tendering portal will be considered for opening. Bids in any physical form sent through fax/email/courier/post/delivered personally will not be considered.
3. IIMR will not be responsible for any delay in enrollment or submission of the offer/up-loading the offer on e-tender portal for any reason whatsoever. Hence vendors are advised to register in e-tendering website & enroll their Digital Signature Certificate (Class – II or above) and upload their quotations well in advance to avoid last minute problems.

4. Any Addendum/Corrigendum/date extension in respect of above tender shall be issued on our website iimr.icar.gov.in; and CPP Portal only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website (iimr.icar.gov.in) to keep themselves updated.

Sd/-
(Administrative Officer)

भा.कृ.अनु.प.–भारतीय मक्का अनुसंधान संस्थान
ICAR-Indian Institute of Maize Research
पी.ए.यू. परिसर, लुधियाना
P.A.U. Campus, Ludhiana -141004
iimr.icar.gov.in; Tele: 0161-2430038

Chapter – II: Conditions of Contract

The general terms and conditions of the contract are given below:

1. Decision of Director, IIMR will be final and binding on all parties.
2. The contract can be terminated by giving one month notice on either side that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post. IIMR will have no responsibility for any loss/damage caused to them. However, if the services of the firm are not found satisfactory, the Director, IIMR reserves the right to terminate the contract immediately without any notice and in such a case the security deposit will be forfeited.
3. No interest on security deposit and earnest money deposit shall be paid by the Institute to the Tenderer.
4. The general conditions given in ICAR-IIMR tender and special conditions given in IIMR tender applicable to firms.
5. Director, IIMR reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute without assigning any reason at any time.
6. **This contract is for a period of 1 year initially and liable to be extended on monthly/yearly basis subject to the satisfactory services/performance and on the approved terms and conditions basis.**
7. Decision of Director, IIMR shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, IIMR. The decision of the sole Arbitrator so appointed shall be final and binding on all the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996. The tenderers will have to submit an undertaking to the effect that they shall agree to the settlement of disputes through such arbitration and they bind themselves to get by the decision of the arbitrator.
8. The contractor shall not sublet the work without prior written permission of the IIMR.
9. Mileage and time will be counted from RMR & SPC, Vishnupur, Begusarai, Bihar and back to RMR & SPC, Vishnupur, Begusarai, Bihar.
10. The dead mileage from garage will not be counted for daily mileage.

11. Toll tax, parking charges etc. (if any) will be paid initially by the contractor which will be reimbursed by the institute on submission of receipt along with the monthly bill.
12. Vehicle should be provided at short notice. Cleanliness of vehicle and its condition should be excellent. The vehicles so requisitioned should be supplied in time.
13. If the agency fails to provide vehicle(s) so requisitioned in time after receiving the message/ does not report on time, the office will have a right to hire any other vehicle from the market and the additional cost incurred by the office will be borne by the contractor.
14. During the call duty of any vehicle with the IIMR, if the vehicle is seized or detained by police, Motor Vehicle authority or any other authorities for not having complied with Motor Vehicles Law / Acts etc or on account of any accident, that will be at Contractor's risk & cost.
15. The vehicle to be supplied should be Commercial Vehicle registered in RTO office/All India Permit in the name of the firm or attached with the firm and in excellent condition mechanically as well getup wise i.e. out body/upholstery etc. should be decent looking and should have permit to go to any wherein India. It has to be ensured that the cleaning of vehicles/upholstery is done on regular basis by the contractor/firm. Any deviation to this shall entail cancellation of the contract prematurely /without notice.
16. The vehicle must be registered with motor vehicle authority of Bihar state. Vehicle must be newer one and not more than four years old as on closing date of tender. Vehicle in defective condition will not be accepted. The vehicle should possess all requisite documents(s) like Registration Certificate, valid Insurance, Pollution Control Certificate and valid driving License of the driver.
- 17. The driver should observe all the etiquette and protocol while performing the duty. He must be in neat uniform with name badge to be provided by the contractor and should have mobile phone connectivity for which no separate payment shall be made.**
18. Driver should have a valid driving license issued by any DTO/RTO office with all India validity. Driver must be able to read and write in Hindi/English. He must have at least three year experience of driving such type of vehicle, familiar with path and ways of Begusarai/Patna City/Bihar state.
19. Dedicated vehicles and drivers must be provided and changes will be allowed only in exceptional cases. Driver must clean vehicle daily basis. Towels must be cleaned/replaced regularly. Frequent change of the vehicles and driver without assigning valid reasons will not be allowed.
20. The vehicle shall be properly/Comprehensively insured and should carry necessary fitness certificate from concerned authority including pollution certificate. The vehicle must be run on AC, as per need based for which no extra charge will be paid.

21. The agency shall bear all costs on account of fuel, oil, spares, comprehensive insurance, repair and maintenance etc. of the vehicle. The salary/wages and other costs of drivers (liveries, EPF, ESI, other liabilities as per labour/vehicle Act) shall also be borne by the agency.
22. The agency should abide by rules laid down by any authority relevant to the deployment of vehicles.
23. In case of any breakdown of vehicle on duty, the agency shall make arrangement for providing another vehicle immediately. **In such a case, mileage from garage to the point of breakdown will not be paid by the institute (IIMR).**
24. IIMR shall not be responsible for any challan, loss, damage or any accident of the vehicle or to any other vehicles or the driver or to any other third party. The loss or damage or legal expenses on the account shall be borne by the agency.
25. Vehicle shall be made available on all days including Saturdays, Sundays, Holidays & late night also as and when required. The seats and vehicle must be properly cleaned/ towed every day.
26. The firm should have authorized office/working premises in Patna/Begusarai. The service provider should be available on his own direct telephone (office as well as residence/Mobile) round the clock.
27. **No advance payment will be made.** The approved firm shall submit the bill (in triplicate) at the end of the month along with duty slip/copy of logbook depicting out meter/in meter; total run in kms and out time/in time; total duty period in hours duly certified by the concerned officer who has used the vehicle. No interest is payable on delayed payment.
28. A separate log sheet shall be maintained by the contractor for each call duty in the format approved by IIMR. It is required to obtain the distance of user/ authorized officer, in the log sheet with duly filled starting and released date & time and km readings. The same is required to be attached with their respective bills for necessary payment. In case of defective odometer reading, during a small specific period, the distance covered by the vehicle for official purpose shall be assessed by the user/ authorized officer whose decision shall be final and binding.
29. The applicable taxes will be deducted from the submitted bills.
30. All disputes will be subject to Ludhiana jurisdiction. The contract will be governed by the laws of India for the time being in force.
31. No escalation of tender value with respect to the charges in any form whatsoever will be entertained during the contract period and IIMR shall not be responsible for any other kinds of claims except hiring charges during the period of contract.

32. That on taking over the responsibility of providing different kinds of vehicles for hiring, the service provider or his/her representative shall be bound to follow the directions/instructions of the Director, IIMR –or the designated officer.

Sd/-
(Administrative Officer)

भा.कृ.अनु.प.–भारतीय मक्का अनुसंधान संस्थान
ICAR-Indian Institute of Maize Research
पी.ए.यू. परिसर, लुधियाना
P.A.U. Campus, Ludhiana -141004
iimr.icar.gov.in; Tele: 0161-2430038

Chapter – III: Schedule of Tentative Requirements at RMR & SPC, Begusarai

Vehicle shall be made available on all days including Saturdays, Sundays, Holidays & late night also as and when required.

Sd/-
(Administrative Officer)

भा.कृ.अनु.प.–भारतीय मक्का अनुसंधान संस्थान
ICAR-Indian Institute of Maize Research
 पी.ए.यू. परिसर, लुधियाना
P.A.U. Campus, Ludhiana -141004
 iimr.icar.gov.in; Tele: 0161-2430038

Chapter – IV: Specifications and Allied Technical Details at RMR & SPC, Begusarai

Technical Bid

(A) Particulars

S.No.	Particulars	Description
1	Name and Address of Organization	
2	Name of the Proprietor/Partner/Director of the Organization and Contact No.	
3	Name and contact no. of the person authorized to communicate on behalf of the organization	
4	Details of EMD	
5	Detail of the service experience (proof to be submitted)	
6	GST no.	
7	PAN Number of the firm	
8	Commercial permit of the vehicle (Attached/Not attached)	
9	Whether the firm has any legal suit/criminal case pending against it for violation of any law of court (give details).	
10	Bank details	
11	Name of the ownership and vehicle under service	

Nature of Ownership of Cars under service	Total No.	No. of cars registered		Remarks (if any)
		No. of AC Car	No. of Non-AC Car	
Own Car				
Hired Car				

(B) Details of the experience/work done

Sl. No.	Name of the Organization Served	Period of Service	No. of AC Cars Served	No. of Non- AC Cars Served	Remarks

1. I/We have read all the particulars regarding the General information and other terms and conditions of the contract for “**RATE CONTRACT FOR HIRING OF VEHICLES AT REGIONAL MAIZE RESEARCH AND SEED PRODUCTION CENTRE (RMR & SPC), BEGUSARAI, BIHAR**” and agree to

provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in price bid to this tender and I/We agree to hold this offer open till 90 (ninety) days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/We shall be bound by a communication acceptance dispatch within the prescribed time.

2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. Every page so attached with this tender bears my signature and the office seal.

Yours faithfully,

Dated:

Name and signature of Witness _____ **Signature & Seal of the Tenderer** _____

Address _____ **Telephone No. Office** _____

Occupation _____ **Resi. Mobile** _____

भा.कृ.अनु.प.–भारतीय मक्का अनुसंधान संस्थान
ICAR-Indian Institute of Maize Research
 पी.ए.यू. परिसर, लुधियाना
P.A.U. Campus, Ludhiana -141004

iimr.icar.gov.in; Tele: 0161-2430038

Chapter – V: Price Schedule

Per month schedule

Sl.	Name of the Vehicle	Minimum Charges up to 1800 kms and 300 hrs per month (All days)	Rate per Km for extra km beyond 1800 kms in a month	Rate per hour for extra hour beyond 300 hrs. in a month	Driver's night duty charges
1	Scorpio				

Per day schedule (need based)

Sl.	Name of the Vehicle	Minimum Charges upto 80 kms and 8hrs per day	Rate per Km for extra km beyond 80kms in a day	Rate per hour for extra hour beyond 8hrs. in a day	Driver's night halt charges
1	Scorpio				
2	Innova				
3	Bolero				
4	Swift Dzire/Indigo				
5	Tempo traveler (10/12 seater)				

Place:

Date:

(Signature & Seal of authorized signatory)

भा.कृ.अनु.प.–भारतीय मक्का अनुसंधान संस्थान
ICAR-Indian Institute of Maize Research
पी.ए.यू. परिसर, लुधियाना
P.A.U. Campus, Ludhiana -141004
iimr.icar.gov.in; Tele: 0161-2430038

Chapter – VI: Contract Form

This agreement is made at _____ on _____ day of _____ between _____ (designation of the competent authority in the Instt.) through _____ which term shall include its successors, assignees etc. on the first part and _____ (hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the _____ (Institute) has decided to assign the _____ at _____ to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f. _____ and will remain in force for a period for one year but can be terminated by _____ by giving, one calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The firm shall be responsible for annual contract for providing _____ at _____.
3. Decision of Director, IIMR will be final and binding on all parties.
4. The contract can be terminated by giving one month notice on either side that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post. IIMR will have no responsibility for any loss/damage caused to them. However, if the services of the firm are not found satisfactory, the Director, IIMR reserves the right to terminate the contract immediately without any notice and in such a case the security deposit will be forfeited.
5. No interest on security deposit and earnest money deposit shall be paid by the Institute to the Tenderer.
6. The general conditions given in ICAR-IIMR tender and special conditions given in IIMR tender applicable to firms.
7. Director, IIMR reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute without assigning any reason at any time.
8. **This contract is for a period of 1 year initially and liable to be extended on monthly/yearly basis subject to the satisfactory services/performance and on the approved terms and conditions basis.**
9. Decision of Director, IIMR shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, IIMR. The decision of the sole Arbitrator so appointed shall be final and binding on all the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996. The tenderers will have to submit an undertaking to the effect that they shall agree to the

settlement of disputes through such arbitration and they bind themselves to get by the decision of the arbitrator.

10. The contractor shall not sublet the work without prior written permission of the IIMR.
11. Mileage and time will be counted from RMR & SPC, Vishnupur, Begusarai, Bihar and back to RMR & SPC, Vishnupur, Begusarai, Bihar.
12. The dead mileage from garage will not be counted for daily mileage.
13. Toll tax, parking charges etc. (if any) will be paid initially by the contractor which will be reimbursed by the institute on submission of receipt along with the monthly bill.
14. Vehicle should be provided at short notice. Cleanliness of vehicle and its condition should be excellent. The vehicles so requisitioned should be supplied in time.
15. If the agency fails to provide vehicle(s) so requisitioned in time after receiving the message/ does not report on time, the office will have a right to hire any other vehicle from the market and the additional cost incurred by the office will be borne by the contractor.
16. During the call duty of any vehicle with the IIMR, if the vehicle is seized or detained by police, Motor Vehicle authority or any other authorities for not having complied with Motor Vehicles Law / Acts etc or on account of any accident, that will be at Contractor's risk & cost.
17. The vehicle to be supplied should be Commercial Vehicle registered in RTO office/All India Permit in the name of the firm or attached with the firm and in excellent condition mechanically as well getup wise i.e. out body/upholstery etc. should be decent looking and should have permit to go to any wherein India. It has to be ensured that the cleaning of vehicles/upholstery is done on regular basis by the contractor/firm. Any deviation to this shall entail cancellation of the contract prematurely /without notice.
18. The vehicle must be registered with motor vehicle authority of Bihar state. Vehicle must be newer one and not more than four years old as on closing date of tender. Vehicle in defective condition will not be accepted. The vehicle should possess all requisite documents(s) like Registration Certificate, valid Insurance, Pollution Control Certificate and valid driving License of the driver.
19. **The driver should observe all the etiquette and protocol while performing the duty. He must be in neat uniform with name badge to be provided by the contractor and should have mobile phone connectivity for which no separate payment shall be made.**
20. Driver should have a valid driving license issued by any DTO/RTO office with all India validity. Driver must be able to read and write in Hindi/English. He must have at least three year experience of driving such type of vehicle, familiar with path and ways of Begusarai/Patna City/Bihar state.
21. Dedicated vehicles and drivers must be provided and changes will be allowed only in exceptional cases. Driver must clean vehicle daily basis. Towels must be cleaned/replaced regularly. Frequent change of the vehicles and driver without assigning valid reasons will not be allowed.
22. The vehicle shall be properly/Comprehensively insured and should carry necessary fitness certificate from concerned authority including pollution certificate. The vehicle must be run on AC, as per need based for which no extra charge will be paid.
23. The agency shall bear all costs on account of fuel, oil, spares, comprehensive insurance, repair and maintenance etc. of the vehicle. The salary/wages and other costs of drivers (liveries, EPF, ESI, other liabilities as per labour/vehicle Act) shall also be borne by the agency.
24. The agency should abide by rules laid down by any authority relevant to the deployment of vehicles.

25. In case of any breakdown of vehicle on duty, the agency shall make arrangement for providing another vehicle immediately. **In such a case, mileage from garage to the point of breakdown will not be paid by the institute (IIMR).**
26. IIMR shall not be responsible for any challan, loss, damage or any accident of the vehicle or to any other vehicles or the driver or to any other third party. The loss or damage or legal expenses on the account shall be borne by the agency.
27. Vehicle shall be made available on all days including Saturdays, Sundays, Holidays & late night also as and when required. The seats and vehicle must be properly cleaned/ towed every day.
28. The firm should have authorized office/working premises in Patna/Begusarai. The service provider should be available on his own direct telephone (office as well as residence/Mobile) round the clock.
29. **No advance payment will be made.** The approved firm shall submit the bill (in triplicate) at the end of the month along with duty slip/copy of logbook depicting out meter/in meter; total run in kms and out time/in time; total duty period in hours duly certified by the concerned officer who has used the vehicle. No interest is payable on delayed payment.
30. A separate log sheet shall be maintained by the contractor for each call duty in the format approved by IIMR. It is required to obtain the distance of user/ authorized officer, in the log sheet with duly filled starting and released date & time and km readings. The same is required to be attached with their respective bills for necessary payment. In case of defective odometer reading, during a small specific period, the distance covered by the vehicle for official purpose shall be assessed by the user/ authorized officer whose decision shall be final and binding.
31. The applicable taxes will be deducted from the submitted bills.
32. All disputes will be subject to Ludhiana jurisdiction. The contract will be governed by the laws of India for the time being in force.
33. No escalation of tender value with respect to the charges in any form whatsoever will be entertained during the contract period and IIMR shall not be responsible for any other kinds of claims except hiring charges during the period of contract.
34. That on taking over the responsibility of providing different kinds of vehicles for hiring, the service provider or his/her representative shall be bound to follow the directions/instructions of the Director, IIMR –or the designated officer.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the Firm)

(For the Institute)

Witnesses

1 _____
2 _____

Annexure (Undertaking)

TO WHOM IT MAY CONCERN

We hereby certify that our firm M/s _____ has not been blacklisted by any Govt. establishments/ Autonomous bodies of Govt. of India/Corporations of Govt. of India/ reputed public or private organization/international organizations for any reason.

Signature of the Authorized signatory

Name & stamp of the official

Place: _____

Date: _____