

**भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे**  
**INDIAN INSTITUTE OF SCIENCE EDUCATION AND**  
**RESEARCH PUNE**

(An Autonomous Institute of the Ministry of HRD., Govt. of India)  
Dr. Homi Bhabha Road, Pashan Pune – 411008.  
Website : [www.iiserpune.ac.in](http://www.iiserpune.ac.in)

**TENDER DOCUMENT**

**FOR**

**TRANSPORT SERVICES**  
(Hiring of Passenger Vehicles)

Pre-bid Conference (Time & Date) : 10.30 AM to 11.30 AM on 21.12.2015

Time and Date of Submission : Before 3.00 PM on 6.1.2016

Time and Date of opening Technical Bid: At 03.30 PM on 6.1.2016

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INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE

**TENDER NOTICE FOR TRANSPORT SERVICES  
(Hiring of Passenger Vehicles)**

**Advt. No. 12/2015 - IISER-P/Trans\_Ser/ dated 1412/2015**

- 1) Sealed tenders are invited for transport services on contractual basis for hiring of passenger vehicles as per requirements of the Indian Institute of Science Education and Research Pune on monthly basis and on call basis.
- 2) The offers may be submitted in TWO-BID SYSTEM (A-Technical Bid and B-Financial Bid), by the reputed and experienced agencies / firms /companies capable of providing transport services at IISER Pune having valid licenses and sanctions and qualified experience in the field of providing passenger vehicles on hire basis to any Center/State Government/Public Sector Undertaking (PSU) / Autonomous bodies of Government of India /Deemed University/ Reputed Corporate / 4 / 5 Star Hotels.
- 3) Tender document fee of Rs. 1000/- (non-refundable) in the form of DD in favour of "Director, IISER Pune" to be submitted with the Technical Bid.
- 4) The tenderer will have to deposit earnest money of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand Only) in the form of Demand Draft/Pay Order drawn in favour of "Director, IISER Pune" along with the technical bid of the tender document at the time of submission.
- 5) The Director, IISER Pune reserves the right to award contract for required 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 the tenders without giving any notice or assigning any reason and not bound to accept the lowest tender. The decision of the Director, IISER Pune in this regard shall be final and binding on all.

**Important Dates:**

- **Last date for submission of Tender is January 06, 2016 up to 03.00 p.m.** at IISER Pune, Administration Section, Main Building, Dr. Homi Bhabha Road, Pune : 411 008. Tender consisting of Technical Bid and Financial Bid shall be sealed separately and to be put in single sealed envelope.
- **A Pre-bid conference will be held at IISER Pune, Dr. Homi Bhabha Road, Pashan , Pune – 411008 on 21.12.2015 from 10.30 AM to 11.30 AM. All prospective bidders are requested to kindly submit their queries to the address indicated above or email at santoshn@iiserpune.ac.in as to reach latest by 19.12.2015. During Pre-bid meeting the answers / clarifications to the queries will be made available and also uploaded on our website. No queries will be entertained after the Pre-bid meeting.**
- At the first stage, Technical Bids shall be opened in the presence of bidders, who may like to be present on **January 06, 2015 at 03.30 p.m. at IISER Pune, Main Building, Dr. Homi Bhabha Road, Pune : 411 008.**

The date and time of opening of Financial Bids shall be intimated later to the tenderers who are declared qualified by the Technical Committee.

## ELIGIBILITY CRITERIA

- 1) **The agency/firm/company should have minimum 2 years of experience as on 31/12/2015 in the field of providing passenger tourist vehicles on hire basis to any Center/State Government/Public Sector Undertaking (PSU) / Autonomous bodies of Government of India /Deemed University/ Reputed Corporate / 4 / 5 Star Hotels.**
- 2) The agency/firm/company should have valid statutory sanctions / registrations / permits required to run the business.
- 3) The contracting agency/firm/company should have minimum annual turnover of Rs.50,000,00 lakhs (Fifty Lakh Only) and above in each of last three financial years i.e. 2012-2013, 2013-2014 & 2014-2015 in providing passenger vehicles on hire basis.
- 4) The contracting agency/firm/company should have minimum 4 passenger vehicles registered as tourist vehicles in its own name having valid tourist permit. Copies of the registration certificates of minimum four passenger tourist vehicle's which are in the name of the agency/firm/company to be attached.
- 5) The agency/firm/company should be in a position to supply vehicles as listed in "Financial Bid" (PART II – A, B & C) and **must quote for all listed category of vehicles in PART II - A. Agency/firm/company who do not quote for all listed vehicles in PART II – A shall not be considered in the further selection process. "L-1" shall be decided based on the rates quoted in the "Financial Bid" PART II – A.**
- 6) The rates quoted in the Financial Bid shall be valid for at least 12 months from the date of award of tender. Tender valid for a shorter period shall be liable for rejection.
- 7) The tender shall be signed by the authorized person and his / her full name and status be indicated below the signature along with official stamp of the contracting agency/firm/company.
- 8) Institute may seek confidential feedback from any/all clients at any stage before / after opening of technical/Commercial bid and may take decision based on client feedback.
- 9) The contracting agency/firm/company should submit Technical Bid & Financial Bid in separate sealed Envelopes super scribing "Technical Bid" and "Financial Bid" as the case may be.
- 10) The Technical Bid should accompany a DD / Pay Order of Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand Only) drawn on any nationalized Bank in the Name of "Director, IISER Pune" payable at Pune towards Earnest Money Deposit (EMD) and non-refundable tender document fee of Rs. 1,000/- (One Thousand Only) in the form of DD/Pay order of any nationalized bank in the Name of "Director, IISER Pune" payable at Pune to be enclosed along with Technical Bid. Tender received without EMD & Tender Fee or lesser amounts will be summarily rejected.
- 11) The EMD shall be forfeited by IISER Pune, if tenderer withdraw his tender after opening.
- 12) The tenders of the contracting agency/firm/company not fulfilling the above criteria's are liable for rejection.

Date : \_\_\_\_\_

**The Registrar**

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

**Subject : Tender for transport services for IISER Pune**

Reference. : Tender Notice published in Daily newspaper on \_\_\_\_\_,

Sir,

With respect to the tender notice published in above mentioned daily newspaper, I / We hereby submit my / our tender in a required format i.e. *Technical Bid : Part-I Profile of Agency/Firm/Company, List of passenger vehicles, make & registration certificates, Tender Document Fee and Earnest Money in sealed envelope (Marked as Technical Bid) and Financial Bid : Part-II A, B & C in separate sealed envelope (Marked as Financial Bid) sealed in single envelope and marked as Tender for Transport Services .*

I / We have carefully gone through the terms and conditions and prescribed given and I / We accept the same without any alterations / modifications.

Yours faithfully,

**Signature**

**Name :**

**& seal of contracting agency/firm/company**

**Part-I**

### PROFILE OF AGENCY/FIRM/COMPANY

Sr. No.	Required information	Details to be stated by the agency/firm/company
1	Name of the agency / firm / company	
2	Address of the Head Office of agency / firm / company	
3	Address of the agency / firm / company at Pune if available.	
4	Legal status - (individual, proprietary, partnership firm, limited company, corporation, etc.-Attach proof)	
5	Name, designation, and telephone nos. of the contact person. Fax No. E-mail id	
6	Month and Year of commencement of passenger vehicle hiring business.	
7	Statutory details (Photocopies to be attached): a] Registration number of the firm. (Issued under shops and establishment act.). b] Registration number issued by Registrars of Companies (if any) - c] PAN d] Service Tax – Registration number. e] Profession tax registration number  <b>If agency/ firm/company has</b> (Photocopies to be attached):: d] Registration number issued by Regional Provident Fund Commissioner. e] Registration number issued by Employees State Insurance Corporation.	
8	Existing total passenger vehicles owned in the name of agency / firm / company (attach registration certificates)	
9	Have you quoted for all category of	<b>YES / NO</b>

Sr. No.	Required information	Details to be stated by the agency/firm/company
	vehicles listed in the Financial bid Part II – A ? Refer Sr. 5 of eligibility Criteria	

10. List of present and past clients in the following format. The information provided will facilitate evaluation of Technical Bid **(Please use separate sheet if required without changing the format)**. Please attach client certificate / work orders etc. clearly giving period of contact, Type of vehicles.

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

11. Turnover in the field of providing passenger vehicles on hire basis done during the last three years (please submit documentary evidence i.e. extract of Profit and Loss account certified by Chartered Accountant, Balance Sheet certified by Chartered Accountant [Highlight figures] & Income Tax return filed)

Financial Years	2012-2013	2013-2014	2014-2015
Details of Annual Turnover (Rs. in Lac)			

12. Details of :

a) Tender Fee :

DD/Pay Order No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. 1,000/- (Rupees One Thousand Only) drawn on (name of the Bank) \_\_\_\_\_ in favour of Director, IISER Pune payable at Pune (To be enclosed with Technical Bid- Part I)

b) Earnest Money Deposit :

DD/Pay Order No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. 1,44,000/- (Rupees One Lakh Forty Four Thousand Only) drawn on (name of the Bank) \_\_\_\_\_ in favour of Director, IISER Pune payable at Pune (To be enclosed with Technical Bid- Part

## TERMS AND CONDITIONS OF THE TENDER & GENERAL INFORMATION

Please read carefully before filling up the Tender Document. Incomplete Tenders will be rejected.

1. The award of work is for an aggregate period of 3 years, which will initially be given for a period of one year and reviewed for extension for another year(s) subject to satisfactory performance at the discretion of competent authority of IISER on the same terms and conditions with a provision to compensate the cost of fuel at the time of renewal of contract.
2. The contracting agency/firm/company shall provide 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 contracting agency/firm/company shall also forfeit their performance security deposit.
3. The Director, IISER reserves the right to terminate the contract at any time without assigning any reason by giving a one month notice to the contracting agency/firm/company.
4. 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 IISER.
5. The contracting agency/firm/company shall get suitable instructions from the Registrar / Designated Official of IISER 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.
6. The contracting agency/firm/company shall abide by the rules and regulations of RTO, State / Central Government particularly applicable to the business.
7. The contracting agency/firm/company shall also abide by the relevant Rules and Regulations to engage drivers on the vehicles provided on IISER site and will obtain requisite licenses, sanctions & permits which should be valid during the tenure of contract.
8. There will be no dead mileage for vehicles deployed on monthly basis. The kilometer age for the purpose of "vehicle run" and "hours of duty" shall be reckoned from the time vehicle reaches IISER to vehicle leaves IISER. No mileage will be allowed to drivers for lunch / breakfast or for filling fuel etc.
9. 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 IISER site should not be older than two years at any point of contract. **Vehicles provided to the Institute should be registered later than January 2014.**
10. The contracting agency/firm/company shall provide immediate replacement for the breakdown vehicle with same level of vehicle.
11. In case a vehicle is requisitioned and the same does not reach at the designated time and place, IISER 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.

12. The drivers of the vehicles deployed on the IISER site should be fully conversant with the routes of local areas and the suburbs and should possess valid driving license (T) in his name. The drivers must wear uniform while on duty, proficient in speaking local languages, well mannered, courteous with proven integrity, healthy personal habits and should always carry a mobile phone with him. In the event of misbehaviour on the part of drivers, IISER may impose penalty as deemed fit on the contracting agency/firm/company including replacement of Driver.
13. The Driver shall be deployed and selected at the discretion of IISER Pune. All drivers deployed on IISER site will carry Identity Card issued by the contracting agency.
14. In case, the drivers employed by the successful agency / firm / company commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence, the agency/firm/company shall be liable to take appropriate disciplinary action against such drivers, including their removal from IISER site.
15. Upon receiving necessary orders from the Designated Official of IISER, the successful agency / firm / company shall immediately replace any of its drivers who is found unacceptable to the IISER.
16. The successful agency / firm / company shall assign a supervisor who shall be responsible for immediate interaction with IISER designated official 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 IISER vehicle requirements.
17. All charges towards supply of vehicle, repair / servicing, fuel, insurance any other incidental expenses on operations & maintenance of the vehicles deployed on IISER site shall be borne by the successful agency / firm / company.

**However, the salary admissible to the Drivers on vehicles deployed on a monthly basis shall be paid by IISER through its Manpower agency. Alternatively, if contractor has all statutory registrations like PF, ESIC etc. salary of the driver will be disbursed through contractor. As such, while quoting figures in the Financial Bid PART II - A for the vehicles on monthly basis, agency/firm/company should not consider financial burden of the salary since reimbursed / paid by the IISER.**

**However, while quoting figures in Financial Bid PART II – B & C salary of the driver to be considered as to be paid by the successful agency/firm/company.**

18. The vehicles deployed on IISER site should be insured in all respect by the successful agency / firm / company. In case of any accident or theft etc. all the claims arising out of it will be met by the successful agency / firm / company. IISER shall not be liable in any matter whatsoever.
19. **Hired vehicles will report at IISER at designated timings. Vehicles deployed on IISER site with the driver shall be at the disposal of IISER all the time / days as and when required. IISER shall be free to use the hired vehicles in any manner for carrying officials, material etc. as per its requirements and the contracting agency / firm / company shall not have any objection to it.**

20. In case of delay in reporting the vehicle, a penalty of Rs.50/- per 15 minutes delay shall be imposed.
21. Vehicles supplied by the agency/firm/company will be regularly inspected by designated official of IISER 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.
22. The drivers of the vehicles deployed on IISER site will obtain the duty slips every day from designated official and Drivers shall maintain the log book (timings and mileage for each vehicle) on daily basis and obtain signatures of the users immediately after every duty. IISER officials may demand this log book at any time for inspection.
23. The drivers also shall be asked to carry files/ papers/letters to be handed over to the internal staff/distribution within local areas.
24. IISER will not be responsible for any kind of fine / challan on account of violation of traffic rules, damage or accident to the vehicle or to any other vehicle or injury/loss to any driver and contracting agency will settle such issues on their own at their own cost. Damage / Loss to the IISER official will be recovered from the contracting agency / firm / company.
25. The contracting agency / firm / company shall ensure that vehicles and drivers of the vehicles provided on IISER site are not changed. Frequent changes of vehicles and drivers will not be permitted. In case of change, the contracting agency / firm / company will educate the new driver about IISER requirements.
26. In case contracting agency / firm / company 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.
27. It shall be the responsibility of the contracting agency / firm / company to meet transportation, food, medical and any other requirements in respect of the drivers engaged by it at IISER site and IISER shall have no liabilities in this regard.
28. For all intents and purposes, agency / firm / company shall be the "Employer" within the meaning of different Labour Legislations in respect of drivers so employed and engaged at IISER site.  
The Drivers deployed by the agency / firm / company at IISER shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against IISER. Also, they will not be entitled for any kind of facilities from IISER.
29. On termination of contract on its expiry or otherwise, the staff engaged by the successful agency / firm / company shall not be entitled to and shall have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in IISER.
30. The agency / firm / company shall be solely responsible for the redressal of grievances /resolution of disputes relating to drivers engaged by them at IISER site. IISER shall, in no way responsible for settlement of such issues.
31. The successful agency / firm / company shall provide ID Cards, two sets of uniforms and two sets of shoe to the staff deployed at IISER.

32. IISER shall not be responsible for any damages, losses, theft, claims, financial or other, injury to any drivers deployed by agency / firm / company in the course of their performing the functions/ duties, or for any payment as compensation.
33. The drivers employed by the successful agency / firm / company shall be medically fit. If and when required, IISER also reserves the right to get the drivers of the agency / firm / company working on IISER site medically examined.
34. The agency / firm / Company will be responsible for compliance of all statutory provisions relating to payment Minimum Wages, working hours etc. in respect of the drivers deployed by it at IISER site.
35. The agency / firm / company shall submit the bills as per the agreed rates immediately after completion of the calendar month to IISER in the Administration section along with duly signed duty slips, photocopy of the extract of the log book.
36. 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 bills and non-satisfactory services. No advance payment will be made. The payment will be made by local crossed cheque / bank transfer.
37. IISER shall not be responsible for payments for the services provided by agency / firm / company to the staff on their personal requests.
38. The agency / firm / company shall also be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to IISER to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
39. 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 IISER to the agency / firm / company.
40. In case, the agency / firm / company fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IISER is put to any loss / obligation, monetary or otherwise, IISER 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 monetary terms.
41. If required. IISER may make arrangements for parking space for vehicles deployed on monthly basis on its Site
42. The agency / firm / company shall submit along with "Technical Bid" the type of passenger vehicles owned by them in the following format :

<b>Sr. No.</b>	<b>Name of the Vehicle</b>	<b>Registration No.</b>	<b>Year of Manufacturing</b>

43. The successful tenderer will have to execute an agreement with IISER broadly covering scope of work, requirements, terms and conditions of the services to be provided to the IISER on a non judicial stamp paper of appropriate value, the cost of which will be borne by the successful agency/firm/company.
44. The successful tenderer will have to deposit a performance security deposit equivalent to one month bill to be calculated based on the initial deployment of vehicle/s in the form of Performance Bank Guarantee (PBG) of any nationalized Bank in favour of Director, IISER

Pune. This PBG shall cover entire period of contract and shall remain valid for a period of 30 days beyond the period of contract.

If contract is further extended beyond the initial period, the PBG shall be renewed for the extended period. If the monthly bill at any time increases by 25%, additional PGB shall be given by the successful tenderer.

45. In case of Dispute or difference arising between the IISER Pune and an agency 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.
  
46. The Director, IISER reserves the right to award contract for required 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 the tenders without giving any notice or assigning any reason and not bound to accept the lowest tender. The decision of the Director, IISER in this regard shall be final and binding on all.

Sd /-  
Registrar  
14 December 2015

**FINANCIAL BID : PART - II - A**

**Basic rates (excluding applicable taxes) in rupees for hiring following vehicles on monthly basis.  
(Salary of the Driver not to be considered while quoting figures as Institute will pay / reimburse)**

Sr.	Vehicle type	Fixed Km per month	Monthly Fixed Rate (Rs.)	Charges for Extra Km (Rs.)
1	Hatchback Vehicles -AC	2000		
2	SUV Vehicles-AC i.e TATA SAFARI, MAHINDRA,CHEVROLET,FORD	2000		
3	Compact Sedan Vehicles (less than length 4000 mm- AC	2000		
4	Toyota Innova -AC	2000		
5	32 Seater Mini Bus - Non AC	3000		
6	Ambulance - Tata Winger (Company Built) (AC, High Roof, White Color) with standard accessories i.e. stretcher, side seat, oxygen cylinder stand, additional electrical points etc.	1200		

**Note : “L-I” shall be decided based on the rates quoted above for vehicles required on monthly basis. Number / Type of vehicles to be deployed on Monthly basis shall be finalised based on the requirement of the Institute at the time of award of contract.**

**Signature**

**Name:**\_\_\_\_\_

**Seal of Agency / Firm / Company**

**FINANCIAL BID : PART - II - B**

**Basic rates (excluding applicable taxes) in rupees for hiring following vehicles on call basis.**

(Salary of the Driver to be considered while quoting figures as to be paid by the agency / firm / company)

Sr.	Vehicle type	Fixed Charges for 8 Hrs & 80 Km (Rs.)	Charges for Extra Km (Rs.)	Charges for Extra Hr (Rs.)	Outstation- Minimum 300 km	Charges for Extra Km (Rs.)
1	Hatchback Vehicles -AC					
2	SUV Vehicles-AC TATA SAFARI, MAHINDRA,CHEVROLE					
3	Compact Sedan Vehicles (less than length 4000 mm- AC					
4	Toyota Innova -AC					
5	Toyota Corola Altis -AC					
6	13 Seater Bus -AC					
7	13 Seater Bus - Non AC					
8	20 Seater Bus -AC					
9	20 Seater Bus - Non AC					
10	27 Seater Bus -AC					
11	27 Seater Bus - Non AC					
12	35 Seater Bus -AC					
13	35 Seater Bus - Non AC					
14	45 Seater Bus -AC					
15	45 Seater Bus - Non AC					

**Signature**

**Name:** \_\_\_\_\_

**Seal of Agency / Firm / Company**

**FINANCIAL BID : PART - II - C**

**Basic rates (excluding applicable taxes) in rupees for hiring following vehicles on call basis for Pune/Mumbai Airport Pick-up / Drop service.**

(Salary of the Driver to be considered while quoting figures as to be paid by the agency / firm / company)

<b>Sr.</b>	<b>Vehicle type</b>	<b>Pune Airport Pick-up &amp; Drop at IISER / Pune Airport Drop from IISER</b>	<b>Mumbai International / Domestic Airport Pick-up &amp; drop at Pune</b>	<b>Mumbai International / Domestic Airport drop from Pune</b>
1	Hatchback Vehicles -AC			
2	SUV Vehicles-AC TATA SAFARI, MAHINDRA,CHEVROLET, FORD			
3	Compact Sedan Vehicles (less than length 4000 mm)- AC			
4	Toyota Innova -AC			
5	Toyota Corola Altis -AC			
6	13 Seater Bus -AC			
7	20 Seater Bus -AC			

**Signature**

**Name:** \_\_\_\_\_

**Seal of Agency / Firm / Company**

# **DRAFT AGREEMENT**

(To be signed by the successful agency/firm/company with IISER Pune)

**INDIAN INSTITUTE OF SCIENCE EDUCATION  
AND RESEARCH PUNE**

**AGREEMENT**

**FOR**

**TRANSPORT SERVICES**

Advt. No. 12/2015 - IISER-P/Trans\_Ser/ dated 14/12/2015

Dr. Homi Bhabha Road, Pune : 411 008



## AGREEMENT FOR TRANSPORT SERVICES

THIS AGREEMENT made at Pune on \_\_\_\_\_, 2016  
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

**M/S.** \_\_\_\_\_ carrying business of providing TRANSPORT SERVICES 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 \_\_\_\_\_, 2016, subject to appraisal and review of the services by the **Institute** authorities from time to time. Further 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. All terms and conditions stated in the Tender for Transport Services (Advt. No. 12/2015-IISER-P/Trans\_Ser/ dated 14/12/2015) shall also be part and parcel of this agreement unless otherwise specifically mentioned herein.
3. Type of vehicles to be used by the **Institute** on monthly basis and on call basis and its package rates are enclosed to this agreement as “Annexure-1”
4. Rates quoted in the Financial Bid of the tender for transport services shall be valid for at least 12 months from the date of award of tender.
5. 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 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.

6. The contractor shall deposit a performance security deposit of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the form of Performance Bank Guarantee (PBG) of any nationalized Bank in favour of Director, IISER Pune within 15 days from the date of signing of this agreement. This PBG shall cover entire period of contract and shall remain valid for a period of 30 days beyond the period of contract (up to \_\_\_\_\_, 2017). If at any point of time the monthly bill value exceeds by 25%, fresh PBG of equivalent value shall be submitted by the contractor. Also, if contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period.
7. 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 **Contractor** shall forfeit its performance security deposit.
8. The **Contractor** 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**.
9. 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.
10. The **Contractor** shall abide by the rules and regulations of RTO, Govt. of Maharashtra / India particularly applicable to the business.
11. The **Contractor** shall also abide by the relevant Rules and Regulations to engage drivers on the vehicles provided on Institute site and will obtain requisite licenses, sanctions & permits which should be valid during the tenure of contract.
12. There will be no dead mileage for vehicles deployed on monthly basis. The kilometer age for the purpose of "vehicle run" and "hours of duty" shall be reckoned from the time

vehicle reaches Institute to vehicle leaves Institute. No mileage will be allowed to drivers for lunch / breakfast or for filling fuel etc.

- 13.** 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.**
- 14.** The Contractor shall provide immediate replacement for the breakdown vehicle with same level of vehicle.
- 15.** 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.
- 16.** 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.
- 17.** The drivers of the vehicles deployed on the Institute's site should be fully conversant with the routes of Pune City and the suburbs and should possess valid driving license (T) in his name. The drivers must wear uniform while on duty, proficient in speaking local languages, well mannered, courteous with proven integrity, healthy personal habits and should always carry a mobile phone with him. In the event of misbehavior on the part of drivers, **Institute** may impose penalty as deemed fit on the **Contractor** including replacement of Driver.
- 18.** The **Contractor** shall deploy drivers on Institute site only after police verification. All drivers deployed on Institute site will carry Identity Card issued by the Contractor.

- 19.** In case, the drivers deployed by the **Contractor** commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence, the **Contractor** shall be liable to take appropriate disciplinary action against such drivers, including their removal from **Institute's** site, if recommended by the **Institute**.
- 20.** Also, upon receiving necessary orders from the competent Official of the **Institute**, the **Contractor** shall immediately replace any of its drivers who is found unacceptable to the **Institute**.
- 21.** 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.
- 22.** All the charges towards repair, servicing, salary of the driver on the vehicles on call basis, fuel expenses, any other incidental expenses on operations & maintenance of the vehicles deployed on **Institute's** site shall be borne by the **Contractor**.
- 23.** The salary admissible to the Drivers on vehicles deployed on a monthly basis shall be paid by the Institute to the Contractor as per the “ - 2” for which contractor will raise separate bill on a monthly basis. Cycle of payment of salary will be 20th of earlier month to 19th of running month. Schedule of processing of salary will be as follows:

SR.	ACTIVITY	WHO	TURNAROUND TIME
1	Verification of attendance & generation of wage sheet.	Institute	22nd of every month
2	Raising of Invoice to IISER	Contractor	24th of every month
3	Release of Payment	Institute	28th of every month
4	Salary Disbursal	Contractor	Salary should be credited to individual's Bank account on last working day of the month.

Contractor will facilitate opening of bank account of the Drivers in the State Bank of India and salary shall be deposited in the same account (if paid through Contractor).

Contractor is liable to deposit statutory payments to respective authorities of Provident Fund (PF) & Employees State Insurance Corporation (ESIC) on monthly basis by due date as paid by the Institute.

While claiming the driver's salary from the Institute (if paid through Contractor), Contractor shall submit following documents for previous month:

- Proof of payment to the Driver
- Proof of payment of employee + employer contribution of PF i.e. Challan and extract of the Electronic Challan cum Return (ECR) to the designated authority which must match with the amount paid by the Institute in the monthly salary.
- Proof of payment of employee + employer contribution of ESIC i.e. Challan and extract of the Electronic Challan cum Return (ECR) to the designated authority which must match with the amount paid by the Institute in the monthly salary.

**24.** 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.

**25.** Hired vehicles will report at **Institute** at designated timings. Vehicles deployed on the **Institute** site with the driver shall be at the disposal of **Institute** all the time / days as per requirement. **Institute** shall be free to use the hired vehicles in any manner for carrying officials, material etc. as per its requirements and the **Contractor** shall not have any objection to it.

**26.** In case of delay in reporting the vehicle, a penalty of Rs.50/- per 15 minutes delay shall be imposed. Also, in case of vehicle depart from Institute site before scheduled closing time, a penalty of Rs.50/- per 15 minutes shall be imposed.

**27.** 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.

**28.** The drivers of the vehicles deployed on **Institute** site will obtain the duty slips every day from the designated official of the **Institute** and drivers shall maintain the log book (route traveled, timings and mileage for each trip / vehicle) on daily basis and obtain

signatures of the users immediately after every duty. **Institute's** designated official may demand this log book at any time for inspection. **Contractor** shall submit certified copy of the logbook along with the monthly bill.

29. Drivers may be asked to carry files/ papers/letters to be handed over to the internal staff/distribution within local areas.
30. **Institute** shall not be responsible for any kind of fine / challan on account of violation of traffic rules, damage or accident to the vehicle or to any other vehicle or injury/loss to any driver and **Contractor** shall settle such issues on his own at his own cost. Damage / Loss to the **Institute** official will be recovered from the Contractor.
31. The **Contractor** shall ensure that vehicles and drivers of the vehicles provided on **Institute** site are not changed. Frequent changes of vehicles and drivers will not be permitted. In case of change, the **Contractor** will educate the driver to be replaced about **Institute's** requirements.
32. In case **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.
33. It shall be the responsibility of the **Contractor** to meet transportation, food, medical and any other requirements in respect of the drivers engaged by it at Institute site and Institute shall have no liabilities in this regard.
34. For all intents and purposes, **Contractor** shall be the "Employer" within the meaning of different Labour Legislations in respect of drivers so employed and engaged at **Institute's** site. The Drivers deployed by the **Contractor** shall not have claim of any Master and Servant relationship nor have any principal and agent relationship with or against Institute.
35. The **Contractor** shall be solely responsible for the redressal of grievances /resolution of disputes relating to drivers engaged by them at Institute's site. **Institute** shall, in no way responsible for settlement of such issues.
36. The **Contractor** shall provide two sets of uniforms and two sets of shoes **at his own cost** to the Drivers deployed at Institute within 15 days from the date of award of contract by the **Institute**. If during the period of contract the uniform/shoe is torn, it

shall be the responsibility of the Contractor to supply fresh uniform/shoe to the driver at his own cost.

37. **Institute** shall not be responsible for any damages, losses, theft, claims, financial or other, injury to any drivers deployed by the **Contractor** in the course of their performing the functions/ duties, or for any payment as compensation.
38. The drivers employed by the **Contractor** shall be medically fit. If and when required, **Institute** also reserves the right to get the drivers of the Contractor working on the **Institute** site medically examined.
39. The drivers deployed by the **Contractor** shall not claim nor shall be entitled for pay, perks and other facilities from the Institute. On termination of contract or on its expiry or otherwise, the **Contractor** shall withdraw drivers and vehicles from **Institute's** site. The **Contractor** or its drivers shall not be entitled to and shall have no claim for absorption nor for any relaxation for absorption in the regular / otherwise capacity in the **Institute**.
40. The **Contractor** shall be responsible for compliance of all statutory provisions relating to payment of Salary fixed by the Institute or as per the Minimum Wages Act (whichever is higher), working hours etc. in respect of the drivers deployed by it at **Institute** site.

Failure to comply on the above, appropriate penalty will be imposed by the Institute on **Contractor** and the same will be recovered from the dues payable to the Contractor or from security deposit held with the Institute and/or termination of contract.

41. 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.
42. 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.
43. **Institute** shall not be responsible for payments for the services provided by **Contractor** to the staff on their personal requests.

- 44.** 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.
- 45.** 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**.
- 46.** 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, monetary 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 monetary terms.
- 47.** If required, Institute may make arrangements for parking space for vehicles deployed on monthly basis on **Institute's** Site.
- 48.** **Institute** reserves the right to terminate this agreement at any time without assigning any reasons whatsoever.

**Col. G. Raja Sekhar** (Retd.) ( \_\_\_\_\_ )  
**Registrar** ( \_\_\_\_\_ )

Indian Institute of Science Education and Research Pune	M/s. _____
PARTY OF THE FIRST PART-	_____
<b>INSTITUTE</b>	<b>PARTY OF THE SECOND PART- CONTRACTOR</b>

WITNESS :-  
 Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

WITNESS :-  
 Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

**Annexure 1** - Shall be finalized at the time of award of contract  
**Annexure 2** - Shall be finalized at the time of award of contract