



CLARIFICATION ON TENDER NUMBER: IISERT/TRANSPORT SERVICES/06/2021

DESCRIPTION- HIRING OF TRANSPORT SERVICES ON MONTHLY BASIS AND CALL BASIS.

REFER OUR TENDER NO: IISERT/ Transport Services/06/2021, DATED:15/06/2021 FOR HIRING OF TRANSPORT SERVICES

Pre-Bid meeting was held on June 22nd, 2021 at 15:30 Via Google Meet and minutes of meeting is as under.

At the outset, the Assistant Registrar (S&P) welcomed all the Members and the representative of the Prospective Bidders and briefed the vendors on the salient features of the tender and read out the clarification sought by the Prospective Bidders and replied thereto as detailed in **Annexure-A**.

The Assistant Registrar (S&P) also informed that the draft agreement, which was mentioned in the tender document under Sr.14 of Technical bid is provided in the **Annexure-B, to be signed on all pages and upload along with tender document.**

The representatives present were satisfied with the replies given and it was informed that the corrections / additions / clarifications given, as discussed during the Pre-Bid Conference would be hosted on the website of IISER Tirupati and all the Prospective Bidders are required to take cognizance of the proceedings of the Pre-Bid Conference before submitting their bids as stipulated in the Bidding Documents.

The other terms & conditions of the notice issued on our IISER website <http://www.iisertirupati.ac.in/> will remain unchanged. No more correspondence in this regard will be entertained.

The meeting ended with vote of thanks

23.06.2021

Sd/-
Assistant Registrar (S&P)

IISER TIRUPATI
PRE-BID CONFERENCE FOR HIRING OF TRANSPORT SERVICES ON MONTHLY BASIS AND CALL BASIS

QUERIES AND CLARIFICATION

TENDER NUMBER - IISERT/ TRANSPORT SERVICES/06/2021

DATE: 23/06/2021

Sr. No	Query/Clarification Sought	Clarification / Amendment
1	A vendor raised a query, whether they can provide any equivalent vehicle instead of Toyota Innova Crysta (A/c) 2021 make, if it is not available to purchase from manufacturer.	In case of delay in deployment of brand-new Toyota Innova Crysta (A/c) 2021 make, the successful bidder may provide Toyota Innova Crysta (A/c) 2021 make only which is in good condition for the interim period from the date of Letter of Intent issued and it should be replaced with brand-new Toyota Innova Crysta (A/c) 2021 make within 30 days, failing which penalty shall be levied @ INR 1000/- per day from the day following the day of completion of 30 days from the date of Letter of Intent issued.
2	A vendor raised a query, whether all the vehicles that should be provided are to be Brand new vehicles of 2021 make or can be 2021 make vehicles that are already in usage	All the vehicles which will be providing by vendor should be Brand new vehicles of 2021 make and should be deployed with initial kilometers reading.

DRAFT AGREEMENT
AGREEMENT

This agreement has been signed on this ____ day of _____, 2021 at Tirupati.

BETWEEN

Indian Institute of Science Education and Research Tirupati having its Office at Sree Rama Engineering College Campus, Rami Reddy Nagar, Karakambadi Road, Mangalam (B.O), Tirupati - 517 507.

(hereinafter referred to as **INSTITUTE**) being “The Party of the First Part”.

AND

M/s _____, having its registered office at

(hereinafter referred to as **CONTRACTOR**) being “The Party of the Second Part”.

WHEREAS **INSTITUTE**, an Autonomous organization, under the Ministry of Education, Govt. of India is desirous of engaging **CONTRACTOR** for **transport** services required at the Institute.

WHEREAS **CONTRACTOR** is **providing transport services** to Central / State Government Organizations / Government funded Autonomous Bodies / Government funded Academic Institutions / Five Star Hotels/ MNC’s and the **INSTITUTE** having accepted the offer of the **CONTRACTOR** for providing transport 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 date of deployment of vehicles as given in **Annexure-I**, 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 or with some addition/ deletion/ modification.
- 2) Type of vehicle(s) to be used by the Institute **on monthly basis** and its package rates are enclosed to this agreement as “**Annexure-I**”.

- 3) Type of vehicle(s) to be used by the Institute **on call basis** and its package rates are enclosed to this agreement as “**Annexure-II**”.
- 4) 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 favor of Director, IISER Tirupati. This PBG shall cover entire period of contract and shall remain valid for a period of 90 days beyond the period of contract (up to _____). 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.
- 5) 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 his performance bank guarantee.
- 6) The Contractor shall assign a supervisor who shall be responsible for immediate interaction with designated official of 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.
- 7) The contracting **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**.
- 8) The **Contractor** should have valid statutory **sanctions/registrations/permits required to run the business and the same is to be produced as and when required**. All Tax liabilities i.e. **Road-Tax, GST, Insurance, Pollution control certificates etc. will be borne by the service provider. Any violation would be attended by pro-rata deduction of charges, which will be deducted from the sum payable to agency.**
- 9) The vehicles should be in proper running condition with front & rear Air Conditioner and well maintained and should be of latest model i.e., 2021 make and having clean, hygienic and well equipped interiors having a sanitizer bottle at all times in all door pockets. Provision for charging of mobile phones and chargers to be always kept in the vehicle. The vehicles should also be in excellent condition

mechanically as well as getup wise i.e. outer look / upholstery etc. should be decent looking. Good Quality suitable seat covers is to be given at the time of deployment. **The vehicle should have a Fast tag and Yellow Board Number Plate.**

- 10) **Alternative suitable vehicle should be provided in case of breakdown of the bus (or) car so provided. In case of failure to provide alternative suitable vehicle, IISER Tirupati has the right to hire a vehicle from any supplier from the open market and the additional cost incurred by the office will be borne by the Vehicle provider/Contractor (service provider), which will be deducted from the sum payable to Contractor.**
- 11) The **Institute** reserves the right to revise/MODIFY/AMEND the requirements of vehicles being hired.
- 12) Vehicles should be comprehensively insured and should carry necessary permits/clearance from the Transport Authority or any other concerned authority.
- 13) The vehicles should also carry necessary pollution certificates issued by the competent authority.
- 14) The **Institute** shall not be responsible for any challan, loss, damage or any accident of the vehicle or to any other vehicles or for the injury to the driver or to any other third party. The loss or damage or legal expenses on this account shall be borne by the **Contractor** and the **Institute** shall be indemnified from all such claims or losses etc.
- 15) The **Contractor** shall undertake to indemnify the **Institute** against all damages/charges arising on account of or connected with the negligence of the **Contractor** or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof.
- 16) The **Contractor** and the **Institute** shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction at Tirupati.
- 17) All charges towards supply of vehicle, repair / servicing, fuel, insurance any other incidental expenses on operations & maintenance of the vehicles deployed on **Institute** site shall be borne by the service provider.

- 18) The **Contractor shall provide three placards** with **IISER Tirupati logo** to be always kept in the vehicle from day one of deployment of the vehicles to display while receiving IISER Tirupati staff / guests / user/ traveller/ officials from the Airport / Railway Station.
- 19) **The outsourcing agency providing Manpower to the Institute on outsourcing rolls shall deploy two drivers on outsourcing basis in two shifts for each vehicle on daily basis of vehicle(s) used by the Institute on monthly basis provided by Contractor.**
- 20) **The Contractor should provide every year the following items for the drivers deployed:**
 - a) **Four pairs of full pure white uniform of good make & quality for each driver.**
 - b) **Four sets of pure white cloth gloves of good make & quality for each driver.**
 - c) **Two white driver caps good make & quality for each driver.**
 - d) **Four pairs of black shoes for each driver.**
 - e) **Every day, four 3-ply surgical masks for each vehicle for two drivers deployed in two shifts.**

The Contractor shall replace the same in case of any wear & tear, at any time during the contract period.

- 21) All vehicles should be equipped with filled sanitizer bottles all the time and a fumigation machine with good quality disinfectant to be always present in all the vehicles. **(Sanitizer and disinfectant to be used must be 3M/ Diversey only)**
- 22) Fumigation of the vehicles has to be **done every day** in the presence of the Institute Transport Supervisor.
- 23) The vehicles will not be utilized by the **Contractor** for any other purpose than the requirement of the **Institute** during the contract duration and will be parked in the Institute's premises except when sent for maintenance.
- 24) Planned / Preventive maintenance should be done on Sundays / holidays.
- 25) The vehicle deployed on IISER Tirupati site **should be insured** in all respect by the **Contractor**. In case of any accident or theft etc., all the claims arising out of it will be met by the service provider. **Institute** shall not be liable in any matter whatsoever.
- 26) The hiring charges shall be on the basis of zero-based mileage i.e., mileage starting / ending from / at the office / at the place of report, as the case may be. There will

be no dead mileage for vehicle deployed on monthly basis. The kilometers for the purpose of "vehicle run" and "hours of duty" shall be reckoned from the time vehicle reaches **Institute** premises to vehicle leaves **Institute** premises.

- 27) A daily record indicating time and mileage for each vehicle should be maintained in a logbook in the prescribed form and the same must be placed before the Officer in charge of Vehicles and got certified by the Officer.
- 28) **Penalty @ INR 1000/- per person per day will be charged from the Contractor, if the uniforms/shoes/cap/gloves are not given within thirty days of award of the contract. Penalty shall be levied from the day following the day of completion of thirty days.**
- 29) Vehicle deployed by the **Contractor** will be regularly inspected by designated official of **Institute** and in case of **non-compliance of any of the above conditions**, if brought to the notice of the designated official by the users, a **penalty of Rs.1000/- on each fault** will be imposed.
- 30) **The Vehicles deployed shall be at the disposal of Institute all the time as and when required. Institute shall be free to use the hired vehicles in any manner for carrying officials, material etc. as per its requirements and the service provider shall not have any objection to it.**
- 31) **All the required documents of the vehicle(s) should kept inside the respective vehicle(s) all the time.**
- 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) The number of hired vehicles may increase or decrease in future depending upon the requirement and that will be intimated to the contractor as and when the situation demands. Once the rates are finalized, no increase will be considered in the rates quoted by the firms in any case during the period of the contract. The **Contractor** should be in a position to supply additional vehicles on short notice as and when required.
- 34) The **Contractor** shall submit the bills as per the agreed rates immediately after completion of each calendar month to Institute in the Administration section latest by 02nd of every month along with duly signed duty slips and certified photocopy of the extract of the log book.
- 35) Payment against Bill shall be made only after satisfactory services is certified by the Administration. No interest will be payable on the non-payment 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.

- 36) **Institute** shall not be responsible for payments for the services provided by service provider to the staff on their personal requests.
- 37) The **Contractor** 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 and no inconvenience shall be caused to the officials or guests of the Institute on account of non-compliance with any statutory requirements pertaining to the vehicle.
- 38) The Income Tax (T.D.S.) and TDS on GST, if any, shall be deducted at prevailing rate (2% at present) from the monthly bills, as amended from time to time in accordance with the provisions of Income Tax Department, and a certificate to this effect shall be issued by the **Institute** to the **Contractor**. Proof of payment of appropriate GST will be required to be submitted to this Office.
- 39) **In the event of the Contractor not submitting bills within the financial year, no bill shall be entertained after the end of financial year.**
- 40) 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 agency, to the extent of the loss or obligation in monetary terms.
- 41) In case of any unsatisfactory service of any kind and in any respect whatsoever, the Contract shall be terminated without any Notice and the decision of the Competent Authority shall be binding and final in this regard. The Performance Bank Guarantee (PBG) shall be forfeited in all such cases.
- 42) The Competent Authority also reserves the right to terminate the contract at any time without assigning any reasons by giving a one-month notice to the service provider.
- 43) Initially the contract shall be for a period of one year and extendable on mutual agreed terms and conditions, subject to performance review and actual need for the services.
- 44) It will be solely, the discretion of the **Institute** to use the said hired vehicle for any official purpose including on Saturdays, Sundays and holidays wherever & whenever necessary.

45) In case, the condition of vehicle is / are not found to be satisfactory, they shall be returned for immediate replacement. In case no replacement is provided in time, the **Institute** has the right to hire a vehicle from the market and the additional cost incurred by the **Institute** will be borne by the **Contractor** which will be deducted from the sum payable to the service provider.

46) Any matter during the period of this agreement which has not been specifically covered by this agreement shall be decided by the Institute whose decision shall be final and conclusive.

47) The vehicle(s) should be parked at all times in the premises of **Institute** wherever desired by the Competent Authority.

48) Jurisdiction:

This agreement is subject to Tirupati Jurisdiction, in case of any dispute, only Tirupati Courts will have jurisdiction.

49) Termination:

1. On giving one months' notice by the Institute.

OR

2. On the expiry of the contract period, without any notice.

OR

3. On giving one month's notice by the Institute at any time during the tenancy of contract, in case the services rendered by the Contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standards prescribed for the services.

OR

4. On the Contractor being declared insolvent by the competent Court of Law without any notice.

OR

5. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice.

"Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall continue to discharge his duties, as before, till the expiry of notice period".

In case of termination of contract on the grounds mentioned at Sr. 3 above (or) in case of Contractor decides to conclude the contract before the expiry of twelve months from the date of commencement of contract, the Contractor shall forfeit the bank guarantee held with the Institute.

In case any provision of the Agreement is found violated, the Institute shall be at liberty to terminate this Agreement including the forfeiture of the full said Bank Guarantee absolutely and the **Contractor** shall not have any claim/right against the Institute in satisfaction of this condition.

- 50) In case of any dispute of any kind and in any respect whatsoever, the decision of the **Institute** shall be final and binding.
- 51) This **Institute** reserves the right to require fulfilment of other conditions, not expressly mentioned, which are consistent with the use of vehicles on hire by this office.
- 52) At present, the vehicle is to be deployed at the below mentioned address: -

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH, TIRUPATI
Transit Campus: C/o. Sree Rama Engineering College Campus,
Mangalam B.O., Tirupati – 517 507,
Andhra Pradesh, India.

Registrar

Indian Institute of Science Education and
Research Tirupati

PARTY OF THE FIRST PART-

INSTITUTE

WITNESS

Signature_____

Name_____

Address_____

Proprietor

M/s_____

CONTRACTOR

WITNESS

Signature_____

Name_____

Address_____

Annexure-I

Basic rates (including all taxes) in rupees for hiring following vehicle(s) on monthly basis.

S.No.	Vehicle type	Date of Deployment of the Vehicle	Fixed Km per month	Monthly Fixed Rate (Rs.) (Inclusive of all taxes)	Charges for Extra Km (Rs.)
1	Mahindra Scorpio (A/c) 2021 make, Brand new	August 02, 2021	2000		
2	Maruti Suzuki Swift Dzire (A/c) 2021 make, Brand new	August 02, 2021	2000		
3	Maruti Suzuki Swift Dzire (A/c) 2021 make, Brand new	August 02, 2021	2000		
4	Toyota Innova Crysta (A/c) 2021 make, Brand new	August 02, 2021	2000		

Annexure - II

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

(Payment for the Drivers to be considered while quoting figures as to be paid by the service provider)

S.No.	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- MAHINDRA XUV, SCORPIO, CHEVROLET ENJOY, TOYOTA INNOVA, FORTUNER, FORD ENDEAVOUR, ECOSPORT					
3	Compact Sedan Vehicles (less than length 4000 mm- AC					
4	Toyota Corolla Altis -AC					
5	13 Seater Bus -AC					
6	13 Seater Bus - Non AC					
7	20 Seater Bus -AC					
8	20 Seater Bus - Non AC					
9	27 Seater Bus -AC					
10	27 Seater Bus - Non AC					
11	35 Seater Bus -AC					
12	35 Seater Bus - Non AC					

13	45 Seater Bus -AC					
14	45 Seater Bus - Non AC					
15	52 Seater Bus -AC					
16	52 Seater Bus - Non AC					

Signature

Seal of the Company:

Name