



**HARISH-CHANDRA RESEARCH INSTITUTE
CHHATNAG ROAD, JHUNSI, PRAYAGRAJ - 211019**

**TENDER NOTICE No. HRI/04/2019
TENDER DOCUMENT (PART- I & II)
(Part – I, 01 – 18)**

Rate Contract

For

PROVIDING CASUAL CARS (NEED BASIS) ON MONTHLY HIRE



**HARISH-CHANDRA RESEARCH INSTITUTE
CHHATNAG ROAD, JHUNSI, PRAYAGRAJ - 211 019**

(Hereinafter in this tender the Institute i.e. Harish-Chandra Research Institute is also referred as HRI)

**TENDER NOTICE No. HRI/04/2019
TENDER DOCUMENT(PART – I)
(Pages: 02 – 18)**

Rate Contract

For

PROVIDING CASUAL CARS (NEED BASIS) ON MONTHLY HIRE

हरीश-चन्द्र अनुसंधान संस्थान

(परमाणु ऊर्जा विभाग, भारत सरकार)

छटनाग रोड, झूंसी, प्रयागराज (इलाहाबाद) - 211019

निविदा संख्या : एच. आर. आई. /04/2019

निविदा सूचना

निदेशक द्वारा दैनिक आवश्यकतानुसार किराये पर चार पहिया वाहनों को प्रदान करने हेतु निविदाएँ आमंत्रित की जाती हैं, जिसका पूर्ण विवरण संस्थान की वेबसाइट <http://www.res.in> पर उपलब्ध होगा।

निविदा प्रपत्र दिनांक 05.04.2019 से 06.05.2019 के मध्य किसी भी कार्य दिवस में रु. 500/- (नॉन-रिफंडबल) प्रति निविदा प्रपत्र का नकद भुगतान कर लेखा विभाग, एच. आर. आई., प्रयागराज के कार्यालय से प्राप्त किया जा सकता है। इस निविदा के संदर्भ में किसी प्रकार का परिवर्तन/संशोधन केवल संस्थान की वेबसाइट <http://www.hri.res.in> पर ही उपलब्ध होगा। अतः समस्त इच्छुक संस्थान की वेबसाइट को क्रमिक रूप से देखते रहें।

मुहरबंद निविदा, रजिस्ट्रार कार्यालय (106 संख्या कक्ष) में रखी हुई निविदा पेटी में दिनांक 06.05.2019 के अपराह्न 03.00 बजे तक जमा की जा सकती हैं। निविदा प्रपत्र उसी दिन (06.05.2019) को अपराह्न 03.30 बजे उपस्थित निविदा-दाताओं के समक्ष खोली जाएंगी। निदेशक, एच. आर. आई. को किसी भी अथवा सभी निविदा प्रपत्र को बिना कारण बताये अस्वीकृत/निरस्त करने का अधिकार सुरक्षित है।

Sd-

रजिस्ट्रार, एच. आर. आई.

**HARISH-CHANDRA RESEARCH INSTITUTE
CHHATNAG ROAD, JHUNSI, PRAYAGRAJ - 211 019**

INSTRUCTIONS TO TENDERERS

REF.: TENDER NOTICE NO. HRI/04/2019

1. The cost of the Tender Form will be Rs.500/- (Rupees Five Hundred only) (Non-Refundable). The Tender Form can be obtained on cash payment of Rs.500/- from the office of the Accounts Officer, HRI, Prayagraj on any working day from 05.04.2019 to 06.05.2019. Tender can also be downloaded from the HRI website <http://www.hri.res.in/> under Tender Notices heading. The bidders down loading the tender must submit DD for the cost of tender document with the bid (Part-I) at the time of submission of the bid. This DD should be separate from the DD of EMD.
2. **Earnest Money/Security Deposit** : Earnest Money Deposit of Rs.30,000/- (Rupees Thirty Thousand only) (Refundable) in the form of Demand Draft (No FDR's shall be entertained as EMD) on a Scheduled / Nationalised Bank in favour of the Harish-Chandra Research Institute, payable at Prayagraj must be enclosed with the Tender From (Part – I of the Tender Document), without which tender will be rejected. **The Earnest Money of the successful tenderer shall be retained and converted into Security Deposit as a performance guarantee. The Demand Draft deposited with Harish-Chandra Research Institute (herein after called HRI) shall not accrue any interest. Hence no interest will be payable.** EMD केवल डिमांड ड्राफ्ट/पे आर्डर के रूप में ही स्वीकार्य होगी जोकि हरीश-चन्द्र अनुसंधान संस्थान, प्रयागराज/ **Harish-Chandra Research Institute, Prayagraj** के पक्ष में देय होगी। अन्य स्वरूप में दी जाने वाली **EMD** अस्वीकार की जाएगी तथा टेंडर पर विचार नहीं किया जाएगा।
3. The EMDs of the tenderer whose rates have been approved will be refunded after satisfactory completion of the contract period. In other case, the EMDs will be refunded within three weeks after finalising the tender.
4. Tenders received late or incomplete or without EMD/Tender Cost or without required documents as mentioned in the Instruction to Tenderers (Para 7) will not be considered in any case.
5. **Type of Vehicles Needed** : Make of the vehicle(s) have been described in the Part – II of the Tender. All the vehicles which will be performing our duty, must be Registered under rules applicable for Taxies/Commercial vehicle only.
6. Tender Document is in two parts i.e. Part - I & Part - II. The part - I of the Tender will be opened first. The part - II of the Tender will be opened only of those who would be found eligible.

7. **Eligibility Criteria** : The prospective bidders should satisfy the following Conditions (to qualify Part – I of the Tender) : will be fixed as per check list mentioned below. The tenderer must enclose following documents with Part – I of the Tender.
- a) The Tenderers should hold a valid certificate issued by the competent authority of any Government Organisation or Proof of having experience in providing commercial vehicles (for passengers) on hire for *at least* Two Years (from the last date of submission of this tender), giving details of vehicles engaged in the PSU/Central/State Govt. organisations. It should be on a CONTRACT on monthly basis and not on the call basis (as & when required basis) for at least Two Years.
 - b) Self - attested copy of Registration Certificate of at least 02 nos., one sedan & one SUV (with their kms run, as on date of filling the bid) of Commercially Registered vehicles in their firm's name or firm's owner's name or on lease. In case of Lease, Lease Agreement should be submitted with the Bid.
 - c) Self attested copy of the latest ITR, PAN/TAN No. and GST No.
 - d) Self attested copy of the Firm's Registration Certificate issued by the appropriate authority OR Firm's Registration Certificate issued by the Central Excise Dept. for GST. If the tenderer's firm is not registered with Central Excise Department, it has to be registered (mandatory) with the Central Excise Department, before deployment of the Vehicles in HRI.
 - e) In the case of Partnership Firm, copy of Partnership deed and Power of attorney in respect of the partner as authorised signatory.
 - f) Sub-Contract shall not be allowed at any stage. In case of leased vehicle, the lease deed shall be as per the provisions no. 07(b) of Instructions to tenderers.
 - g) HRI may appoint a Committee to check the reliability of Tenderer;s Services to qualify in Part – I, before opening the Financial Bids, the Committee may inspect the organisation where the bidder(s) is / are providing the similar services, after opening the Part – I of the Tender. The bidders may be asked for the satisfactory performance certificate for their services being provided to other organization. If the Committee found by HRI, finds your services to other organization non-satisfactory, the bid of the bidder(s) are liable to be rejected.

8. **The part - I & part - II segments of the tender documents should be submitted in separate envelopes & the envelopes be superscribed with part - I or part - II on the top of the envelope for identification.** Both the wax sealed envelopes should be put in one envelope superscribed with Tender Notice No., Name & Address of the Tenderer with date of opening of the Tenders.
9. If the bidder(s) do not submit the proper required documents/details with their bids then Institute may ask the bidder(s) to submit the details / documents after opening their Technical Bids. However, if three or more bidders are qualifying in the tender then bidders may not be asked to submit the details after opening of their technical bids and their bids may not be considered further. In view of this bidders are advised to be very careful.
10. Complete Tender Document (in original) can be dropped into the Tender Box (in two part, Part - I & Part – II), kept in the Registrar’s Office, upto 3:00 P.M. on **06.05.2019**. The Tenders received will be opened on the same day at 3:30P.M. in presence of parties present. No column be left blank and, if needed, NIL or Not Applicable be written appropriately.
11. Tenderer must put authentic signature with official seal on each and every page of the Tender Document as well as enclosures.

(Ravindra Singh)
Registrar, HRI

HARISH-CHANDRA RESEARCH INSTITUTE
(Department of Atomic Energy, Govt. of India)
Chhatnag Road, Jhunsi, Prayagraj – 211 019

(Tender Notice No. HRI/04/2019)

Terms and Conditions:

1. Tender Document is to be submitted in original, duly filled, in enclosed prescribed Form, putting signature with official seal on each sheet of Tender Document with all relevant documents required by the Harish-Chandra Research Institute, Prayagraj (Allahabad) (herein after called HRI).

Types of Vehicles:

2. (i) The type of vehicles required by HRI is elaborated in Part – II of the Tender. The Contractor shall be required to provide vehicle/s as per our need basis. The vehicles to be provided should always be properly cushioned and upholstered in excellent running condition to the satisfaction of the HRI authority, properly passed & certified by Transport Department to operate for such purpose alongwith valid pollution clearance certificate. Further, the vehicles to be provided should have been registered under rules applicable to Taxies and should be covered under comprehensive Insurance cover.

- (ii) In any case total run of the cars and purchase period should not be beyond as defined here:

Not older than 7 years	For all 03 Categories Vehicles
& Not acceptable run kms beyond	For Category – 1 : 2 lakh kms
& Not acceptable run kms beyond	For Category – 2 : 2.5 lakh kms
& Not acceptable run kms beyond	For Category – 3 : 3.5 lakh kms

Any car reporting for a particular duty and found that it has crossed the above mentioned limits or it is not Registered under Taxi/Commercial Vehicle category or it is not covered under comprehensive Insurance. It will not be accepted by HRI and we may make alternate arrangement, for which the Service Provider will have to pay penalty as per Clause No. 17 (Sl. No. 2), which will be imposed on their bill or recovered out of EMD/Security Deposit, if already performed duty, same penalty shall be imposed. In such repeated cases, necessary action may be taken against the Service Provider. It will be on the sole discretion of the HRI authority.

- (iii) In case a particular vehicle is in a very good running condition and upholstered very elegantly but does not meet the 2 (ii) above, and the Service Provider wants to provide the services of that particular vehicle, he will have to approach HRI authority in writing. On the basis of Committee's recommendations, authority may allow to use the particular vehicle for such specific period. It will be on the sole discretion of the HRI authority.

Period of Contract/Termination of Contract:

3. The period of contract for Casual hired vehicles will be for **Two Years**. However, it may be extended for another **One Year** on the existing Terms & Conditions as may be mutually agreed upon in writing by both the parties. **For 3rd year extension**, maintenance of the Regular Car / behavior of the engaged drivers etc. will also be taken into account. **The Contract may be terminated by a written notice of 45 days from our side (HRI) only, without assigning any reason therefor.** The Contract will be effective from the actual date of deployment of vehicles. If the bidder back tracks during the bidding process or during contract period, his bid security shall be forfeited and may be debarred from doing business with HRI in future for a certain period which shall be at the sole discretion of HRI.
4. If the Tender is awarded to a Transporter whose office is not at Prayagraj, then it will be necessary for Contractor to have an office at Prayagraj, with contact address and telephone nos. etc. for communication.
5. The Contractor shall not demand any increase in hiring rates (except fuel component as defined later) from the Institute during the subsistence of the contract except as provided herein after.
6. The Contractor shall get concerned papers of the vehicle verified from the Competent Authority of the Institute before entering into the engagement, as described in **Instructions To Tenderers under No. 7(b) Eligibility Criteria**. Sub-Contract shall not be allowed. In case of the Leased vehicle, the Leased Deed shall be as per the provision no. 07(b) of Instructions To Tenderers. Tenderer has to submit a lease deed on proper Stamp Paper (Non-Judicial), initially for 02 years, which may further be extended as per Terms & Conditions of the Contract.

Amendment to Bid Document:

7. **(i)** At any time, prior to the date of submission of bid, HRI, may for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments. It shall not be further notified in news paper.
(ii) The amendments shall be notified only on our website <http://www.hri.res.in/> under Tender Notices heading and these amendments will be binding on all the bidders.

Basis of Lowest Bid (L-1):

8. All charges, including wages (as per Labour Laws) to the driver of the vehicle(s), fuel, upkeep, repairs & maintenance, any sort of contingent expenditure etc. shall be borne by the Contractor.

- (a) Lowest Bid (L-1) will be decided on the basis of least running/maintenance charges (inclusive of all charges) of the tender alone. We have asked rates for 03 different Categories and in each category there are more than one make and model **But NO price advantage** shall be given to any specific brand/model of the car in a particular category. If the bidder quotes different price for different make and model/brand, we will consider only the lowest quoted price of a particular Category for all brands of cars and other quoted rates shall be ignored. If bidder does not accept this condition, their bid may be rejected.
- (b) Lowest quoted model/brand of the car shall only be considered. After selection of the service provider(s), if service provider/bidder wants to change the brand/model of the car in any specific category due to some reason, it shall be the sole discretion of HRI to accept it or reject the request. The HRI shall not pay anything extra beyond approved rates for casually hired Car. Any addition of any specific brand/model of vehicle in any of the three categories shall be considered on mutual consent but HRI's decision in this regard shall be final.
- (c) Any bidder, who is selected for providing services under this tender, is being/shall be referred as '**Service Provider**'.

9. (a) Lowest Bid (L-1) will be decided on the basis of least running/maintenance charges (inclusive of all charges) of the tender alone. We shall empanel more than one Service Provider (Maximum 03 service providers), the engagement shall be 60% to the first L-1 bidder and 25% - 15% engagement to L-2 & L-3 Service Providers in specific category, provided, the other Service Providers are willing to come to the L-1 rates. This shall be done separately for each of the three category. We will try our best to ensure the proper job (duty) distribution to empanelled Service Providers. In case only Two Service Providers selected, 65% work shall be allocated to L-1 & rest 35% to L-2. For multiple Service Providers L-2, L-3 will have to agree on the rates quoted by L-1 in specific category. Maximum Three Service Provider shall be selected. If some bidder has quoted running charges per km at a lower side but the other charges like detention/Night Charges/Night Halt charges/Day Halt charges on the higher side, then they will asked to come down on lower side. If bidder is not willing to do so then HRI will analyze the overall expenses to HRI for a particular duty and the work order will be given to the bidder/service provider having lowest cost to HRI for specific job.
- (b) In case of multiple service provider, work allotment shall be as per the principle defined as per in 9(a) above. However, during the Contract period, if it is found that performance found of any service provider is not satisfactory, he may be debarred for future work allocation till the time he does not comply with the instructions of HRI to improve the performance in this regard, decision of the competent authority/Committee shall be final.
 - (c) The overall L-1 will be decided on Part – II, Para 1 in line no. 1(a) to 1(j) i.e. 10 lines X 3 Categories = 30 lines, as per following:

- (i) Separate L-1 for each of 30 lines shall be decided, others will be asked to match the rates of L-1.
 - (ii) Then we will count the L-1 on actual quote basis for 30 lines. The bidder having maximum no. of L-1 (original quote out of 30) shall be over all L-1 in this category of 30 lines of rate. Similarly over all L-2 & L-3 shall be decided.
 - (iii) Similarly steps as (ii) above shall be for Para-2, 2(a) to 2(c) i.e. 3 lines X 3 categories = 9 lines.
 - (iv) In case of tie of counts in any line/category, we will try to ensure the work is allotted on equal opportunity basis, accordingly, the percentage defined above shall be adjusted/redefined at the time of finalization of Bid in the spirit of Tender.
10. HRI shall not have any objection in forwarding (among each other) the particular duty to the other empanelled Service Provider. However, in case of any failure, the responsibility lies on the Primary Service Provider to whom the duty was awarded by HRI, for which proper penalty shall be imposed on primary service provider.

Payment and Calculation of Bill(Is):

11. The rates quoted in the Tender will be based on the rates of fuel (“Saada Diesel”), prevailing on the opening date of Tender. The fluctuation in fuel charges will be paid or recovered through monthly bills. The Tender will remain valid for (90) ninety days from the date of opening the Financial Bid. The Contractor shall not demand any increase in hiring rates from the Institute during the subsistence of the Contract. However, fluctuation of rates of fuel (“Saada Diesel”) component will be considered for amendment (increase or decrease). This will be based on the rates of Fuel on the date of opening of the Bids. The calculation methodology shall be as per the following;-

If diesel price increases in comparison to base price (refer point 01 of the following table) the daily addition in the billing shall be calculated as per the following		
1.	Suppose rate of sada diesel on the day of opening of bid (i.e. 06-05-2019) is (i.e. base rate for diesel price)	Rs. 70.00
2.	Suppose average of the vehicle provided by bidder/accepted by HRI is	15 Km/Lt
3.	Per Km base rate (point 01 / point 02) (shall be referred as base price/km)	Rs. 4.67 per km
4.	Say on a particular day, rate of diesel is	Rs. 75.00
5.	On this day say total ambulance run is	96 km
6.	Running cost per km on price as per point 04	75.00 / 15 = Rs. 5.00 per km
7.	Difference (Actual daily price as per point 6 above – Base Price as per point 3 above)	Rs. 5.00 – Rs. 4.67 = Re 0.23
8.	Additional amount to be paid on above particular day	96 km * .23 = Rs. 22.08
If diesel price decreases in comparison to base price (refer point 01 of the following		

table) the daily reduction in the billing shall be calculated as per the following		
9.	Say on a particular day, rate of diesel reduces to	Rs. 60.00
10.	On this day say total ambulance run is	96 km
11.	Running cost per km on price as per point 09	60.00 / 15 = Rs. 4.00 per km
12.	Difference (Actual daily price as per point 11 above – Base Price as per point 3 above)	Re 0.67 (-)
13	Amount to be reduced on payment above particular day	96 km * .67 = Rs. 64.32 (-)
As per above formula, daily addition/reduction on payment shall be adjusted in the monthly billing due to daily variation of diesel price		

In case of any clarification on this point, Mr Yashpal Singh may be contacted on phone no 0532-2274363.

12. The Contractor shall raise bill (in duplicate) to HRI for payment, on monthly basis along with photocopy of relevant portion of the register maintained at the Main Security Gate to the Institute for payments, on monthly basis. The admissible amount shall be paid within Ten working days from submission of the bill. **Each Bill must consist of Bill No., Bill date, Registration No., GST No., TIN/TAN No., email address (if, any) and landline/mobile number of the contractor / office.**
13. Add-on of make/model of new Car in future, the Contractor has to approach to the Institute in writing and HRI will decide which vehicle should be considered in which category.
14. Toll Plaza, Parking Charges at the Bus stand/Railway Station/Airport shall be reimbursed by the HRI on producing original Receipts along with the particular Duty Slip.
15. In case the vehicle(s) is/are engaged beyond the fixed hours, while calculating detention period, fraction of an hour less than Thirty Five minutes will be ignored and beyond 35 minutes will be treated as one hour.
16. The Institute shall be entitled to recover/deduct taxes, levied under the various Acts & Laws in force, from the dues payable to the Contractor.

Penalty Clauses:

17. Penalty will be imposed due to following reasons or defined in the Tender Document and the amount will be as under:-

Sl. No.	Reasons	Amount in (Rs.)
1	Late reporting of vehicle (05 minutes may be ignored, on the sole discretion of the HRI Authority)	Rs.150/- in each case

2	<p><i>Non-reporting of a Car for a particular duty:</i></p> <p><i>(a) Local duty (within Prayagraj)</i></p> <p><i>(b) Out station duty (out of Prayagraj)</i></p>	<p><i>Rs.300/- for (a) and Rs.500/- for (b) in each case + Any difference paid by institute for alternate arrangement.</i></p>
3	<p>Whenever the Contractor is provided with the mobile number of the person for whom the car is deployed (HRI member or Visitor), he has to send the mobile number of the driver and number of the car to that number via SMS at least 60 minutes prior to the scheduled engagement time of the car. In case of any dispute, it will be the responsibility of the transporter to prove that the above SMS was sent within the stipulated time. Any failure to do so will attract a penalty.</p>	<p>Rs.150/- in each case</p>
4	<p>For duties at Bus station / Railway Station / Airport the driver of the vehicle has to show the placard / nameplate to the visitor. If found or reported that the vehicle driver was not showing the placard then the penalty will be charged.</p>	<p>Rs.150/- in each case</p>
5	<p><i>No fuel refilling will be done (in any vehicle) when the passenger(s) are on board, vehicle(s) reporting for a particular duty must have sufficient fuel to perform the duty. Violation of this, penalty will be charged.</i></p>	<p><i>Rs.200/- in each case</i></p>
6	<p><i>Security Features provided by the Company (Standard Features e.g. Seat Belt etc.) must always in working condition all the time, violation of this shall attract penalty/appropriate action</i></p>	<p><i>Rs.300/- in each case/each item</i></p>
7	<p><i>For any genuine complaint by the car user like AC not working/ not satisfactorily cooling or blower, Horn, light, window pane, door lock etc.</i></p>	<p><i>Rs.200/- in each case/each item</i></p>

18. **The penalty amount will be recovered from the monthly bills.**

19. In case the Tenderer fails to execute the Work after work order is given, shall make the party (Tenderer) liable for debarment for a period of One Year in addition to forfeiture of EMD.

Taxes:

20. **Any Statutory Taxes like GST etc applicable in respect of this Contract shall be paid by the Contractor, which can be claimed from HRI.**

Must abide by the following conditions:

21. The Contractor has to abide by the Child Labour Act. No children below 14 years of age should be deployed.
22. No staff of the contractor(s) should be deputed to work beyond 8 hours daily in continuation and the staff deployed must be allowed all privileges such as Overtime Allowance & paid holidays, leave etc. as per existing Labour Laws.
23. All vehicles must be having their Air Conditions/Blowers (as per weather condition/passenger's need), Seat Belt, Horn, Window panes, Lights etc. always in Good working conditions. Any dis-satisfactory complaint will be liable to impose appropriate Penalty.
24. To perform a particular duty on time, the vehicle must report at the Institute main gate at-least 15 minutes before for checking & performing other formalities by the Security Supervisors on duty.
25. A vehicle reporting to perform a duty must have sufficient fuel (to travel minimum 100 kms within the Prayagraj and 200 kms for out station duty).
26. Vehicle(s) reporting for duty must carry an extra wheel along with tool kit & jack assembly in good working condition.
27. The contractor shall provide the **Mobile Number** of the hired car, always in working condition, which will be kept with the driver on duty for tracing the vehicle. HRI will not pay any extra cost/expenditure for this purpose. If it is found that the driver on duty does not have a mobile number in working condition, it shall be treated as not having a mobile phone and **penalty shall be imposed @ Rs.150/ instance.**
28. The Driver on Duty has to ensure to our visitor/member for helping / keeping luggage in / out of the Car with humbleness.
29. The Contractor shall provide proper services to the entire satisfaction of the HRI and any deficiency in hired vehicle(s) pointed out by the HRI to the Contractor will be made good by the Contractor within 3 days from the date of such pointing out. In case the Contractor fails to remove such deficiency in vehicle(s) within the stipulated period, the HRI will be not accept the car for a particular duty, it may be returned and will be treated as non-reporting of a car and applicable penalty shall be imposed.
30. The Contractor shall deploy driver(s) in proper neat and clean dress and according to weather conditions. They should be literate and at-least VIIIth class pass. They should also be in good health, punctual, honest and well behaved. The Institute will stand fully indemnified against any accident; loss or damage caused by the drivers, staff of vehicle of the Contractor and in such an event the entire responsibility will be of the Contractor/Service Provider.

31. It shall be the responsibility of the Contractor to get the character and antecedents of its staff (drivers' driving license etc.) verified at the time of their induction and proof of such verification must be furnished by the Contractor to the HRI. In case anything is found to be otherwise, the Contractor will be responsible for the consequences.
32. The staff of the Contractor will not enter or remain on the campus of the HRI unless absolutely necessary for fulfilling obligations towards the HRI.
33. The staff of the Contractor shall not do or suffer to be done in or about the premises of the Institute or become a nuisance, annoyance, or danger or health hazard which may adversely affect the atmosphere, property, reputation or interest of the Institute.
34. The Service Provider shall be required to report vehicles, normally at the main gate of the HRI at Chhatnag Road, Jhunsi, Prayagraj or at any other place as per need/instructions of the Institute. The reporting in and out will be maintained from the main gate of HRI only. The distance between garage/residence of the Service Provider thus will not be considered in any case.
35. The Contractor shall abide by all the Rules & Regulations formulated by the Institute from time to time. The vehicle(s) must be free from all encumbrances.
36. The staff of the Contractor shall not do or suffer to be done in or about the premises of the Institute anything whereby any policy of insurance taken out by the Institute against loss or damage by fire/accident or otherwise may become void or voidable.
37. The staff of the Contractor deployed in the hired vehicle(s) in the HRI, shall be the employee of the Contractor and at no time will be treated as employee of the Institute, nor will they ever claim to be employee of the Institute during the contract or thereafter.
38. Need of casual vehicle(s) shall be intimated to the Service Provider over telephone through the Transport In-charge or the Security Supervisor on duty in advance (at-least 04 hrs), later which will be regularized (written order)
39. The Contractor shall agree and undertake to totally indemnify the HRI against all expenses, claims, payments, dues, fines, penalties, compensations, liabilities, and losses whatsoever which the HRI may suffer due to the default, violations, omissions, thefts, or non-compliance of the statutory and/or contractual obligations committed by the Contractor or its employees. The HRI shall also have the right to deduct and recover all such losses and expenses etc. from any payments due to the Contractor besides seeking appropriate legal remedies for the balance amount or relief, if any.
40. The EMD of the tenderer whose rates have been approved will be refunded only after satisfactory completion of the Contract. In other cases, the same will be returned within three weeks from the date of finalisation of the tender.

41. The Tenders received late or incomplete or without EMD or without Tender Cost or without required documents as mentioned in the Instruction to Tenderers (Para 7) will not be considered in any case.
42. In the event of any loss, theft or damage to HRI's properties due to negligence, carelessness, dereliction of duty directly or indirectly on the part of the driver of the hired vehicle(s), the loss will be made good by the Contractor. However, the Contractor will be given opportunity to represent his case before a final decision is taken.
43. All disputes or difference arising out of OR in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of OR relating to the Contract OR relating to construction OR performance, which cannot be settled amicably, may be resolve through Arbitration. The standard clause of Arbitration is as per Institute Regulations.
44. The HRI do not bind themselves to accept the lowest or any tender or to give any reasons for their decision. However,, whosoever, is selected, will have to execute an Agreement with HRI on Rs.100/- Stamp Paper (Non-Judicial), as per draft Agreement annexed with this Tender Document as Annexure – I.
45. In case of breach of any of the terms & conditions mentioned in the Tender Document, the Registrar, HRI will have the right to cancel the Work Order without assigning any reason thereof, and nothing may be payable by the HRI in that event and the Security Deposit will be forfeited.
46. Revise/backtrack after the last date of submission of the bid, bidder shall not be allowed to withdraw/revise the bid. In case the bidder(s) withdraw/revise on his own, does not follow our conditions, the selected bidder will be declared as non-responsive, their EMD will be forfeited.
47. During the bid management process, if any bidder does not respond to our issues/queries or becomes non-responsive to us, their bid may be declared as non-responsive bid.
48. Non-responsive Bid(s) shall be summarily rejected. During the contract period, violation of conditions of contract/tender shall also be treated as non-responsiveness if service provider/bidder ignores the directives/instructions of HRI in this regard.
49. Once the Work Order is placed to deploy the vehicle(s), Contractor will be given time of 30 days to provide the services, from the issue date of the Work Order, failing which, the work order may be treated as cancelled due to non-responsiveness and the EMD shall be forfeited. However, if the Contractor provides us some genuine reasons for delay, the extension may be allowed, but, decision of the HRI shall be final in this case.

50. The interpretation of any or all clauses by Director HRI or an officer assigned by him in this regard and of this tender shall be final and binding on both the parties i.e. bidder/service provider and HRI.
51. In this tender/contract, the term '**HRI**' refers to Harish-Chandra Research Institute, Prayagraj and '**Service Provider**' refers to the bidder who shall be later selected as service provider to provide vehicle/car on casual hire basis as per conditions of this tender/contract.
52. All disputes will be subject to jurisdiction of Prayagraj (Allahabad) courts.

(Ravindra Singh)
Registrar, HRI

Declaration

I/We have read the Terms & Conditions, and Instructions to the Tenderers, mentioned _____ in this document and I/we _____ hereby declare that -

1. All the Terms & Conditions laid down by the Institute are agreeable to me/us and I/we will abide by all the instructions/rules/regulations and procedures formulated by the Institute from time to time.
2. I/We would be responsible for any loss/damage/inconvenience caused to the staff/guests/Institute's properties due to negligence on my/our part.
3. The vehicle(s) to be provided will be free from all encumbrances.
4. The tenderer and the person in whose favour the Registration Certificate is issued has/have never been convicted (criminally) under any law in force at any time.
5. The information given above is true.

Date:

Full Name of the Tenderer:

Signature of the Tenderer:

Name of Auth. Signatory:
(with supporting document)

Signature of the Authorised Signatory:
(Rubber-stamp of the firm with date)

Contact No. :

Complete Correspondence Address:

ANNEXURE - I

AGREEMENT

THIS AGREEMENT is made on the day of2019 between **Harish-Chandra Research Institute (an autonomous institute under Department of Atomic Energy, Government of India), Chattnag Road, Jhunsi, Prayagraj - 211019** (hereinafter called "HRI") of the one part and **<... Name of the selected Service Provider/Bidder...>** (hereinafter called "**the Service Provider**") of the other part:

WHEREAS

- a) The HRI is desirous to hire services of **Casually hired Cars on Rate Contract basis** and the engagement period as well as running of the Car will fixed by the HRI. The HRI's actual requirement will be reviewed from time to time as per the Institute requirement enunciated in the Work Order.
- b) The Service Provider having represented through bid (NIT No HRI/04/2019) to the HRI that he has the required capability and resources, has agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

- a. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - i) Tender Document issued in reference to NIT no HRI/04/2019 (as Annex-'I' with this Agreement)

ii) HRI Work Order no dated (as Annex-'II' with this Agreement)

- b. The Service Provider would be selected for a period of 2 years from the date of signing of the Contract which may be extended on mutual consent for such specific periods on the same terms & conditions and given in the Work Order No dated
- c. HRI requires that the Service Provider must provide professional services and at all times hold the HRI's interests paramount.
- d. The mutual rights and obligations of the HRI and the Service Provider shall be as set forth in the Contract, in particular that the Service Provider shall carry out the Services in accordance with the provisions of the Contract;

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**For and on behalf of
Harish-Chandra Research Institute**

**For and on behalf of
Service Provider**

[]

[]

WITNESS:

.....
.....
.....

.....
.....
.....



**HARISH-CHANDRA RESEARCH INSTITUTE
CHHATNAG ROAD, JHUNSI, PRAYAGRAJ - 211019**

**TENDER NOTICE No. HRI/04/2019
TENDER DOCUMENT (PART- II)**

**(FINANCIAL BID)
(Pages: 19 - 24)**

Rate Contract

For

PROVIDING CASUAL CARS (NEED BASIS) ON MONTHLY HIRE

**HARISH-CHANDRA RESEARCH INSTITUTE
CHHATNAG ROAD, JHUNSI, PRAYAGRAJ - 211019**

TENDER FORM
(To be submitted in original)

REF.: NO. HRI/ 04/2019

The Registrar
Harish-Chandra Research Institute
Chhatnag Road, Jhunsi
Prayagraj - 211 019

SUB: PROVIDING A DIESEL DRIVEN CAR ON HIRE BASIS

Sir,

With reference to your Tender Notice No. HRI/04/2019, this is to state that I/we have gone through the Terms & Conditions specified earlier with this Tender Document as well as Instruction to the Tenderer. We have consulted the authorised officials of the Institute for getting necessary clarifications in this regard. Based on the above assessment, our rates are offered below for the engagement of casually hired vehicles, as mentioned in the Tender Notice/Document. The offer is valid for 90 days from the opening date of the Financial Bid.

Para -1

Details of various engagements for providing Casual Cars, (4 wheelers) diesel driven on hire basis:-				
Casual engagements (good conditioned vehicle(s))		Types of vehicles, Category wise & hiring charges for the same (Rs.)		
		Dzire/ Honda Amaze/ Zest/ Aspire/Verito/Creta (5 seated) (Very commonly used)	Mahindra TUV/Tavera/ Brezza/ Scorpio (These are rarely used vehicles on specific demand basis)	Innova, Ciaz, Ertiga (Like category-2, these are rare of the rarest for special dignatories/ no. of passengers used vehicles on specific demand basis)
		Category – 1	Category – 2	Category - 3
1(a)	Run upto 12 kms. with 02 hrs. at a stretch/Jhunsi Rly. Stn.			
1(b)	Run upto 40 kms. with 04 hrs. at a stretch			
1(c)	Run upto 60 kms. with 06 hrs. at a stretch			

1(d)	Run upto 80 kms. with 08 hrs. at a stretch			
1(e)	<p>Campus to Railway stations or vice – versa (one way upto 02 hrs.)</p> <p>(i) Allahabad Junction/Allahabad City Stn./Prayag Stn./ Prayag Ghat Stn./Zero Road/Civil Lines Bus Stand</p> <p>(ii) Cheoki/Naini/Subedarg anj Rly. Stn.</p>			
1(f)	<p>Campus – Railway station – Campus (to and fro upto 04 hrs.)</p> <p>(i) Allahabad Junction/Allahabad City Stn./Prayag Stn./ Prayag Ghat Stn./Zero Road/Civil Lines Bus Stand</p> <p>(ii) Cheoki/Naini/Subedarg anj Rly. Stn.</p>			
1(g)	Campus to Bamhrauli/ Prayagraj Civil Airport or vice – versa upto 04 hrs.			
1(h)	Campus – Bamhrauli/Prayagraj Civil Airport – Campus (to and fro) upto 05 hrs. – 55 kms.			
1(i)	Detention charges per hr. beyond 1(a) to 1(h)			
1(j)	Running charges per km. beyond 1(a) to 1(h)			
1(k)	Night Charges for duties to be performed between 11.00 pm to 4.00 am (in this case no detention charges will be applicable, only Night Charges will be applicable)			

Para –2

Outstation (Outside Allahabad District) journey-	Category – 1	Category – 2	Category - 3
2(a) Run for outstation per km, we will pay only for actual running kms (No minimum or maximum kms charges)			
2(b) Night halt charges for outstation per night			
2(c) Day halt charges if vehicle detained at out station - per day			

1. Read Clause 8 and 9 (Terms & Condition) carefully of the Tender Document, which states the basis of Lowest Evaluation Bid (L-1).
2. Rates quoted against 1(a) to 1(k) and 2(a) to 2(c) should be on realistic basis and not the inflated one. HRI will consider these on the present prevailing market rates. In case of extremely high/inflated rates, the L1 bidder may be asked to reduce it. Final decision to accept the rates quoted above, shall be of HRI and decision of the committee form at HRI level to evaluate the financial proposals of the bidder shall be final.
3. If needed, Service Provider has to provide carrier on the roof of the car, without any additional cost to HRI.
4. **IMPORTANT :-** RATE QUOTED SHOULD BE WITHOUT TAXES (GST etc). Any Statutory Taxes like GST etc applicable in respect of this Contract shall be paid by the Contractor, which can be claimed from HRI. But it should not be quoted / added above.
5. RATES QUOTED WITH ANY CONDITION SHALL NOT BE ACCEPTED, IF THE BIDDER DOES NOT ACCEPT OUR CONDITIONS, THEIR BID MAY BE REJECTED.

Para – 3

(i) The above rates have been quoted based on Fuel Charges as on date viz:
.....
Diesel (Saada) rate per litre Rs.....

(ii) The average in kms. per litre for the category wise vehicles is as under:

Category – 1: kms / litre

Category – 2: kms / litre

Category – 3: kms / litre

Note:-

1. Institute will pay the fuel fluctuation charges for “Sada Diesel” only.
2. We will reimburse the actual Toll / Parking charges on production of original receipts along with duty slip. We will also reimburse Toll Plaza for duties, even for Cheoki/Naini railway stations on production of original receipts.
3. The details pertaining average referred above will be subject to acceptance by the Institute.

Declaration

1. a) The vehicle(s) is/are owned by me/us - Yes
 No (Tick which is applicable)
- b) We have been authorised by the owner(s) of the vehicle(s) for which Power of Attorney in our favour, duly registered, is/are attached herewith -
 Yes No (Tick which is applicable)

2. We are enclosing herewith the following documents:
 - a) Demand Draft(s)/Banker’s Cheque(s) as per details given below in favour of the Harish-Chandra Research Institute, payable at Allahabad drawn on a Nationalised Bank- D.D./Banker’s Cheque No(s).
_____, dt. _____ for Rs.30,000/-
(Rupees Thirty Thousand) only , drawn on

_____.
 - b) Self - attested copy of Registration Certificate of Commercial vehicles in their firm’s name or on lease (at least 02 nos., one sedan & one SUV with their kms run, as on date of filling the bid).
 - c) Self attested copy of the latest ITR, PAN/TAN No. and GSTN.
 - d) Copies of the experience certificates.

- e) Name of person(s) alongwith his/their specimen signature (attested by the Contractor), who will be authorised to deal with the HRI on behalf of the Contractor.
 - f) Firm's Registration certificate issued by the appropriate authority.
3. I/We undertake to abide by all the terms and conditions attached herewith, and follow all rules, regulations and procedure formulated by the Institute, periodically.

Date:

Full Name of the Tenderer:

Signature of the Tenderer:

Name of Auth. Signatory:
(with supporting document)

Signature of the Authorised Signatory:
(Rubber-stamp of the firm with date)

Contact No. :

Complete Correspondence Address: