

CSIR-Indian Institute of Petroleum, Dehradun

E-NOTICE INVITING TENDER FOR “Hiring of Vehicle - Swift Dzire/ Etios/Indigo/Innova or equivalent, commercially registered vehicle for use in the CSIR-IIP, Dehradun”.

Tender No: IIP/Taxi/2018-Gen

Important Dates

Published Date	02.02.2019
Bid Document Download Start Date	02.02.2019 at 11:00 a.m.
Bid Submission Start Date (online)	04.02.2019 at 11:00 a.m.
Bid Submission End Date (offline)	18.02.2019 at 12:00 noon
Bid Submission End Date (online)	18.02.2019 at 3:00 p.m.
Date of Technical Bid Opening (online)	19.02.2019 at 3:00 p.m.

The bid shall be submitted online only at Central Public Procurement Portal Website:
<https://etenders.gov.in/eprocure/app>. The Manual bids shall not be accepted.

**Controller of Administration
CSIR-IIP**

Subject: Tender notice for hiring of Vehicle - Swift Dzire/ Etios /Indigo/Innova/ Toyota or equivalent, commercially registered vehicle for use in the CSIR-Indian Institute of Petroleum, Dehradun

1. ONLINE TENDERS are invited in two bid system (Technical Bid & Financial Bid separately) from reputed tours and **Travel Agencies /Taxi Operators/Companies located in Dehradun** having capacity to supply the required number(s) of AC and non AC vehicles (**TATA Indica, Swift Desire, Indigo, Etios, Innova, Toyota etc.**) on hire basis for day to day requirement of CSIR-Indian Institute of Petroleum, Dehradun for empanelment of firms/agencies for a period of two year. The vehicle is required for attending the conferences, seminar, meeting etc. at Delhi, Noida and other related office work as and when needed. The estimated cost of work is approx Rs. 15 lakh per annum.
2. Bids shall be submitted online only at CPP website: <http://eprocure.gov.in/eprocure/app>. Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders/Tenderers for the submission of the bids online through the Central Procurement Portal for eProcurement at <http://eprocure.gov.in/eprocure/app>'.

3. Critical dates:

Published Date	02.02.2019
Bid Document Download Start Date	02.02.2019 at 11:00 a.m.
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Date of Technical Bid Opening (online)	19.02.2019 at 3:00 p.m.

Tender documents can be downloaded from Institute website www.iip.res.in and CPP portal site <https://etenders.gov.in/eprocure/app>. Tenderers who download the tender from the Institute site www.iip.res.in or Central Public Procurement Portal (CPP) website <http://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned for future.

4. Earnest Money Deposit (EMD)/Bid Security

4.1 Earnest Money Deposit of Rs. 30,000/- (Rs. Thirty Thousand only) is to be deposited in the form of Demand Draft/Pay Order in favour of the CSIR-Indian Institute of Petroleum, Dehradun or through online transfer in the account of CSIR-IIP as per details (*Name of Bank: State Bank of India, Account Number: 30266912400, IFSC - SBIN0002359*). The EMD must be submitted by the tenderers before the due date of submission of bids. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.

4.2 EMD of bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates the bid in any respect within the period of validity of its bid. Further, if the successful bidder fails to furnish the required Performance Security within the specified period, its EMD will be forfeited.

4.3 The earnest money of unsuccessful bidder, which shall not carry any interest, shall be refunded within 30 days after award of Contract. EMD of the successful Bidder will be released after the Bidder sign the agreement and furnishes the Performance Guarantee.

5. **Performance Security:** The successful bidder, irrespective of its registration status etc. will have to furnish Performance Security equivalent to 10% of the tendered cost i.e. Rs. 1,50,000 (Rs. One Lakh Fifty Thousand only) in the form of Pay order/Demand Draft/Fixed Deposit Receipt or Bank Guarantee from any commercial bank in favour of CSIR-Indian Institute of Petroleum, Dehradun within 10 days of award of contract.

5.1 Performance Security should remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the supplier.

5.2 Performance Security will be refunded to supplier without any interest, whatsoever, after the contractor performs and completes the contract in all respects.

5.3 Performance Security will be forfeited if the firm fails to perform any of the terms or conditions of the contract, besides it may also be black listed.

5.4 The bidder should quote their unconditional rates strictly as per the Annexure-I. The bidders should quote their rates with current applicable taxes viz. GST / Swachh Bharat Cess (SBC) etc. The taxes on prevailing rates during the period of contract will be reimbursed. Cutting/overwriting, if any, will not be accepted. Each page of the tender should be duly stamped and signed by the authorized signatory.

5.5 In case any bidder is already providing Taxis to any other Ministry / Department of Central Govt. details thereof should also be furnished along with the bids.

6. The Technical bid should contain following details:

- 6.1 The contractor should have at least three years experience of providing vehicles to Govt. / Semi Govt. / PSUs. Satisfactory service certificate from the concerned department need to be furnished along with technical bid otherwise tender document will be treated as not acceptable. The annual turnover of the firm should be atleast Rs. 30 lakhs during the previous three financial years; (Annual Account Statement duly audited must be enclosed).
- 6.2 Copy of PAN Card which must be in the name of Firm/Agency and Copy of GST Registration.
- 6.3 A certificate from the bidder that all the Terms and Conditions are acceptable to him.
- 6.4 EMD of Rs. 30,000/- through Demand Draft or through online transfer (*Name of Bank: State Bank of India, Account Number: 30266912400, IFSC - SBIN0002359*).
- 6.5 Copies of RC of all the vehicles registered in the name of the Transport Company/Firm. The bidder should have the ownership of minimum three commercially registered taxis.

(The bidders are advised to read all the above instructions and the Terms and Conditions given below carefully and submit confirmation of unconditional acceptance of the Terms & Conditions without any deviations).

7. Other Terms and Conditions

- 7.1 **Risk Hire Clause:-** In case the contract awardee firm fails to supply the requisite number of vehicles, CSIR-IIP, Dehradun reserves the right to hire the Taxis from other Taxi Stands at the risk and cost of the firm. The cost difference between the alternative arrangements and tender value will be recovered from the firm.
- 7.2 If the contractor after submission of bid and due acceptance of the same i.e. after the award of the contract, fails to abide by the terms and conditions of the tender document, or fails to complete his contract period or at any time repudiates the contract, CSIR-IIP will have the right to forfeit the EMD/Performance Security or terminate the Contract.
- 7.3 The vehicles provided should be authorized to be used as taxis and should have proper permission of the areas to be travelled. The taxi provided should be in perfectly sound working condition and should not be older than three years and have decent interiors with other necessary accessories.
- 7.4 The Contractor should be able to provide Taxis at a short notice (within one Hour). For casual requisitions, the taxi must reach the destination 10 minutes in advance.
- 7.5 The Contractor shall not deploy any person who has not completed eighteen years of age.

- 7.6 The drivers engaged in the Taxis should have valid Driving License to operate the taxi, issued by the Transport Authorities. Other necessary certificates like Road Tax Clearance, Pollution Certificate etc. should be in existence for all the vehicles.
- 7.7 The driver should always be in the uniform as may be provided by the agency with mobile phones and should be well mannered.
- 7.8 The drivers engaged should be broadly aware of the major routes of all India.
- 7.9 The vehicles on duty shall have to be kept in clean condition. The general condition of the vehicle provided should be good. The seat should be comfortable. The seats shall always be covered with neat and good quality seat cover.
- 7.10 In case of any break down while on journey, alternative arrangement shall have to be done by the contractor failing which the taxi will be hired from the open market and the expenses incurred thereon shall be deducted from the monthly bill of the contractor.
- 7.11 CSIR-IIP reserves the right to terminate the contract without assigning any reason by giving the contractor one calendar month notice of its intention to do so.
- 7.12 In the event of Contractor failing to execute the work i.e. supply of Taxis on hire basis at any time to the full satisfaction to the CSIR-IIP the Competent Authority reserves the right to cancel the contract or withhold the payment due to contractor in part or full and to forfeit the Performance Security deposited.
- 7.13 Reading of start or closing of duty/journey will be considered from office premises or designated place and not from the Taxi stand/garage.
- 7.14 The owner/senior representative of the firm should be available round the clock on his own direct telephone (office as well as residence) and on mobile phone so as to respond to the call for the vehicles in emergency cases.
- 7.15 All the charges towards repair/servicing, salary of the driver, fuel expenses or any other incidental expenses on operation & maintenance of the hired taxis would be borne by the firm.
- 7.16 At times, CSIR-IIP may need additional number of Taxis / vehicles on specific days in connection with any conference / meeting, the contractor should, be responsible to arrange for additional demand of taxis by making necessary tie-ups at his end with other Taxi Operators and such additional vehicles should be supplied at the contractual rates and conditions.
- 7.17 The contract will be valid for a period of two years which may be extended for a further period of one year on the same rates and terms and conditions depending upon the

requirement and administrative convenience of CSIR-IIP. No request of hike in approved rates for supply of taxis will be entertained during the period of contact for any other reasons what so ever.

- 7.18 If on any occasion it is found that the driver of any vehicles has made wrong entries in the duty slips relating to time and kilometer reading of start or closing of duty/journey, the contractor shall be held responsible for the same. The office reserves the right to with hold full payment of the day in respect of such vehicle.
- 7.19 Decision of Competent Authority of the Department regarding acceptance or rejection of a tender will be final and binding.
- 7.20 The responsibilities for the safety and security of the operational vehicles provider solely lies with the Service Provider. It is also the Service Provider's absolute responsibility to take care of any damage/ repair of the operational vehicle. The vehicles will have to be fitted / provided with the following additional accessories/utilities: a) Clean seat covers b) Quality radio music system c) Tissue paper box d) Car perfume e) Seat belts (front & rear) & safety air bags f) Clean floor mats. Front and Rear seat belts in functioning condition must be provided in all taxis.
- 7.21 Declaration from the transporter on their letter head stating that the drivers provided are of Good Character, vetted by Police for security, have valid driving license and are aware of the roads of respective states. The driver must follow traffic rules and all other regulations prescribed by the Government from time-to-time. In case of any challan for whatsoever reason by the Police/ Traffic Police, the Service Provider shall be liable to pay the fine imposed and bear other consequences.
- 7.22 The agency should have an adequate numbers of telephones for contact round the clock and these shall be conveyed to CSIR-IIP.
- 7.23 The agency should have a provision to take booking round the clock i.e. 24 X 7.
- 7.24 Actual parking charges/Toll charges/octroi charges/entry taxes/inter-state taxes will be payable to agency on submission of parking bills/tolls/octroi/entry/inter – state taxes receipts along with monthly/daily outstation basis bills. **No Dead Mileage would be admissible.**
- 7.25 The agency will be responsible for compliance of all statutory provision related to minimum wages Act, payment of wages Act, EPF, ESI etc. in respect of the drivers deployed. The tendering agency will be fully responsible for payment of wages and other dues and compliance of all labour laws, welfare schemes applicable to the drivers deployed by them in CSIR-IIP as per applicable law. CSIR-IIP shall not be a party in any disputes whatsoever regarding wages and allowances of drivers.

7.26 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work/contract.

7.27 Penalty will be levied in the following manner:

- For non-providing of vehicle in time: Rs. 100/- per hour upto Rs. 500/- per hour for delay.
- For not providing substitute vehicle : actual hire charges from other sources.
- Misbehavior by the driver: Rs. 500 per default
- Rash Driving/ exceeding speed limit prescribed on a particular road.
- For violation/ breach of any of the conditions of the agreement/ contract: Rs. 500/- per default and/or termination of the contract/ forfeiture of Security.

7.28 The contractor shall indemnify the institute against all other damages/ charges for which the Government/ Institute may be held liable or pay on account of 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. The institute shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.

7.29 The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director IIP shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

7.30 The Director, Indian Institute of Petroleum, Dehradun reserves the right to terminate the contract without assigning any reason by giving one month notice to the contractor.

7.31 The finalized contract shall be interpreted under Indian Laws. In case of disputes of any kind, the firm shall abide by the decision of the Competent Authority, Ministry of External Affairs. In case, the disputes are required to be referred to Arbitration, it shall be referred to sole arbitrator under Arbitration and Conciliation Act, 1996. The place of settlement of dispute shall be respective State. In case of settlement of disputes is in the court, it will be in the jurisdiction of courts at respective State.

7.32 The successful bidder will also be required to submit the copies of Registration Certificate, Insurance papers, PUC, Permit etc. for the vehicles proposed to be deployed in this office within 10 days of awarding of the contract.

7.33 The bills claimed against for providing private/non-commercial vehicle shall not be entertained for any reason whatsoever.

- 7.34 The successful company/firm will be required to execute a contract with the CSIR-IIP, Dehradun within a period of 30 days from the date of award of contract on a stamp paper with denomination of Rs. 100/- cost of which will be borne by the company/firm.
- 7.35 The tenderer shall furnish the information and/or documents for the Technical Bid in Annexure-I of the tender.
- 7.36 The Financial Bid should be in the format given at Annexure-II.
- 7.37 'Financial Bids' of only those firms will be opened which are short-listed on the basis of evaluation of the 'Technical Bids'.
- 7.38 Any relaxation in the terms & conditions will be at the sole discretion of the Director, CSIR-IIP.

8. Instructions for online bid submission:

- 8.1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificate. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.
- 8.2 The bidder shall submit all documentary proofs, EMD details along with signed copy of tender with the technical bid submission forms. The rates quoted only with the financial bid prescribed online submission. The Institute will not be responsible for any failure of bid submission.
- 8.3 Any clarification about the tender must be addressed before the clarification date mentioned at the CSIR-IIP on www.iip.res.in. After that no clarification will be given by the Institute to the firm/bidders.

9. Assistance to Bidders:

- 9.1 Any queries relating to the tender document and terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender as Section Officer(G), Phone number 0135 2525765 or email bsarang@iip.res.in.
- 9.2 Queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk.

Annexure-I

TECHNICAL BID

1. Name of the firm/company/agency	
2. Complete Address of firm/company/agency	
3. Telephone no.	
4. Details of ISO Certification, if any	
5. Certificate of Registration No/ License No. of the firm (if any)	
6. Bank Account Details (for e-payment purposes)	
7. Annual Turnover of Rs. 30 Lakh or more of agency for last three years (along with proof self attested)	
8. Copy of Income Tax Return of last three Assessment Years	
9. GST Registration No. and PAN No. (Proof to be attached self attested)	
10. Copy of All India Permit Certificate	
11. Whether EMD of Rs 30,000/- enclosed in the form of Bank Draft/Pay order (No. and Date)	
12. Name & Address of the Department/Ministries and other organizations where, at present, vehicles are engaged on regular/monthly basis (copies of the work order to be enclosed)	
13. Copies of Satisfactory services rendered by the firm in Deptts./Ministries/other organization (copies enclosed)	
14. Name, Designation and address of the person to whom all references shall be made regarding this tender	
15. An Undertaking that the Agency has not been blacklisted by any of the Department/organization of GOI and no criminal case is pending against the said firm/ agency	
16. Total number of taxis registered with the agency	
17. Terms and conditions duly accepted/ signed with the stamp	

DECLARATION:

1. The above information is true to the best of my knowledge and if any information is found untrue or false I may be debarred from the process being given the contract.
2. I/we agree to abide the terms and conditions stipulated in the tender.
3. We also agree that our tender will remain valid for acceptance for 90 days from the date of opening of part I of the tender and this period of validity can be extended for such period as may be mutually agreed in writing between the IIP and the tendered. We also agree to keep the earnest money valid during the entire period of validity of tender.
4. I/We certified that none of my/our relative(s) is/are employed in IIP/CSIR. In case at any stage, if it is found that the information given by me/ us is false/incorrect, IIP/CSIR shall have the absolute right to take any action deemed fit without any prior information to me.
5. I/ We understand that the Director, IIP reserves the right to accept or reject any or all the tenderer either in full or in part without assigning any reason thereof.

Dated thisday of2018.

Signature of Tenderer

Name:

Seal of Firm:.....

Address:

**CSIR-INDIAN INSTITUTE OF PETROLEUM, DEHRADUN
FINANCIAL BID**

PART – A

Annexure – II

SNo.	Destination	Petrol			Diesel		
		4 Seater	6 Seater	8 Seater	4 Seater	6 Seater	8 Seater
1.	Delhi destination approximately 300 kms (one way)						
2.	Rate for 600 k.m. to & fro (Delhi)						
3.	NOIDA destination 250 km						
4.	Rate for NOIDA to & fro – (upto 500 kms)						
5.	Ghaziabad (upto 250 kms)						
6.	Ghaziabad to & fro (upto 500 kms)						
7.	Panipat one way approx 250 kms						
8.	Destination Panipat to & fro (upto 500 kms)						
9.	Rate for Chandigarh to (Approx. 200 km)						
10.	Rate for Chandigarh to & fro (Approx. 400 km)						
11.	Rate for Khatauli (Approx. 150 km)						
12.	Rate for Roorkee to & fro (Approx. 150 km)						
13.	Rate per km over and above fixed destination as the case may be (extra)						
14.	Daily fixed rates for local journey – 8 hrs, 80 kms.						
15.	Extra rate beyond 80 kms @ per km.						
16.	Local Journey ISBT/Airport/Railway Station						
17.	Detention charges beyond 8 hrs. duty @ of per hour in the case of local journey only						
18.	Night halt charges for out station duty only						

**CSIR-INDIAN INSTITUTE OF PETROLEUM, DEHRADUN
FINANCIAL BID**

PART – B

Annexure – II

RATES FOR HIRING OF BUSES

	KENTER	BUSES
A. For Local Trip		
B. Mussoorie		
C. Kempty Fall		
D. Haridwar		
E. Rishikesh		
F. Extra rate beyond 80 kms @ per km.		

Note:

1. The rate fixed during the period of engagement/ empanelment shall be valid/ applicable for a period of two year. No escalation in the rates on any account shall be admissible, whatsoever may be the reason.
2. The tenderer should quote the number, rates and amount tendered by him/ them in figures and as well as in words. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible.
3. The rates quoted in the financial bid should be both in words and figures. Any corrections/ use of correcting fluid will not be considered.

CERTIFICATE for Not Blacklisting by any Central/ State Government/ PSU Company

I hereby certify that our firm has not been ever blacklisted by any Central/ State Government/ Public Undertaking /Institute on any account.

I also certify that the above information is true and correct in every respect and if, in any case at a later date, it is found that any details provided above are incorrect, the contract given to the agency may be summarily terminated and blacklisted.

Date:

(Sign of Authorized signatory)

Place:

Name :

Designation :

Contact No :

Seal of the Company:

Draft of Agreement

This agreement made on the _____ day of month of _____ between the Council of Scientific & Industrial Research, New Delhi, a Society registered under the Societies, Registration Act, 1860, through CSIR-Indian Institute of Petroleum, Dehradun (hereinafter called the Institute which expression shall include its successors and permitted assign unless repugnant to the context and herein referred to as the First Party to the Contract and the Tenderer which expression shall include their respective heirs, executors, administrators and permitted unless repugnant to the context and herein referred to as the Second Party.

1. Whereas the Contractor in response to Laboratory Tender No. IIP/Taxi/2018-Gen dated had submitted an offer for providing vehicles on hire basis on day to day requirements basis to IIP, Dehradun and the Institute has agreed to enter into a contract with the Contractor at the following rates subject to the terms and conditions set out hereunder, the Institute does not guarantee any minimum of business during whole or part of the period of the contract.

2. The charges will be on the basis of rate quoted / offered by the contractor as awarded by IIP, vide its letter No. IIP/GEN/Taxi/2018 dated in the Annexure-I & Annexure-II. .

TERMS & CONDITIONS:

1. The Agency may take extra precautions while taking up jobs for IIP.
2. The rates will be inclusive of cost of petrol, Diesel, lubricants, Drivers salary and allowances, depreciation, profit to the owner etc.
3. The vehicle to be provided to 1st Party (institute) on hire basis should not more than 03 years old in case of car/Taxi and 05 years old in case of bus and fully insured for at least 03 passengers. Vehicles provided should be in good running condition.
4. The vehicle to be provided should have All India-permit to undertake journey throughout India, as and when required. The vehicles should conform the pollution norms prescribed, if any, by the Transport Department. Hired vehicles should have speed governors, GPS system, monitoring sensors, and well trained drivers.
5. The Driver should have a valid license and be medically fit for driving the vehicle and must carry/possesses a cell phone. The contractor shall not employ any person who has not completed eighteen years of age. The agency may ensure the drivers are not under slept and sleep deprived when on duty.
6. The vehicle should be provided immediately after receipt of written/telephonic intimation with sufficient pocket money available with Driver.
7. Payment will be made on monthly basis on submission of the bill duly certified by the user. As far as possible, bills may be submitted during the same month for payment in case no bill(s) is/are receive within 30 days of the performance of journey it will be presumed that no bills are pending and, therefore, no payment shall be released.
8. No escalation/ extra charges will be allowed over and above rates during the tenure of contract.

9. The driver should be courteous to users, maintain discipline, decorum and well dressed. The institute has the right to ask the contractor for removal of any driver, who is not found competent of disciplined. The contractor will have to provide the replacement of driver in case of any eventuality.
10. Kilometers reading and time start from the residence. Place of duty of touring officer to destination and vice versa.
11. When the Institute engage vehicles all liabilities in respect of the vehicles and drivers including the accident to the vehicle injury to driver and the passengers travelling in vehicle or to pedestrians and other passing vehicles shall rest with the Contractor. The Institute will not accept any liabilities in this regard.
12. Toll tax parking charges, GST, if any, will be paid and claimed by the travel agency on actual basis.
13. For out station duty and road tax, Passenger tax for states other than Uttarakhand will be paid and claimed by the travel agency on actual basis.

1. VALIDITY PERIOD:

This contract shall be valid for further period of two years w.e.f. to Either party can terminate the contract earlier and giving three months (ninety days) notice in writing to the other without assigning any reason. However, the Director, IIP, Dehradun reserved the right to award the contract for less period also, if circumstances so warrant.

2. RESPONSIBILITY:

- (I) The contract will maintain sufficient number of vehicles of the standard quality at all time to avoid inconvenience to IIP office beneficiaries.
- (II) In case of failure or refusal on the part of the contractor to supply the vehicles to the Institute, the contract is liable to be canceled at the risk and cost of the second party. Any extra cost involved in arranging supply of vehicles from alternative source will be recovered from the contractor.
- (III) The vehicles to be supplied should be of standard quality. In case it is found that vehicles supplied are of old model or substandard or spurious, the firm will be liable to be black listed besides other appropriate legal action to be taken in this regard. If for any unavoidable reason, if not possible for the contractor to immediately supply the vehicle and the beneficiaries are compelled to procure the same from other locals Travel Agent, the Contractor will reimburse in full the charges paid to the institute. However, the claim in this regard will be paid as per terms and conditions of this contract. The brand of the vehicle should not be substituted in case indent for a particular brand of vehicle.

3. SECURITY DEPOSIT:

The Contractor have to deposit Performance Security of Rs. 1,50,000/- (One Lakh Fifty Thousand only) in the form of Demand Draft or Bank Guarantee from a nationalized bank in favour of Director, Indian Institute of Petroleum which shall be released after the completion of the contract. The institute shall have the right to recover/adjust the security deposit towards any loss/damage suffered by the Institute due to negligence/ non-performance/ delay in performance

etc. of the contractor or his representative during the currency of the present contract. In the event of the security deposit falling short of the aforesaid amount due for recovery/ adjustment of the losses suffered by the Institute during the currency for the contract, the contractor shall deposit/ pay such amount by which the security deposit falls short immediately on demand or the same may be recovered from the contractors pending bills with the institute.

4. PRESENTATION OF BILLS/CONTRACTORS LIABILITY:

The contractor shall present his bill for each month's supply of vehicles within ten days of the closing day of each respective month i.e. by 10th of following month. In case no bill is received within 30 days of the performance of journey, the contractor shall forfeit his right for payment.

5. PAYMENT:

The payment will normally be arranged within 04 weeks from the date of presentations of bills. However, no claim shall be made by the contractor against the 1st party in respect of interest of damages in case of payment is delayed for any reason whatsoever beyond 04 weeks and bill should be sent/handed over in person inclusive of all necessary information of kilometer and journey performance certificate of the user officer. The Institute will deduct Income Tax at source under Section 94-C of Income Tax Act and other statutory tax from the contractor at the prevailing rates of such sum as income tax on the income comprised therein whereas the GST will be paid by the contractor himself.

6. FALL CLAUSE:

During the currency of the contract, charges for supply of vehicles to any other Central/ State Govt./ Public Sector, Undertaking etc. should not be at rates lower than the price offered to the institute or should not there be any reduction in charges during this period, the prices charged to the institute shall correspondingly be reduced.

7. FORCE MAJEURE:

Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under the control caused by occurrences beyond the control of either party because of fire, floods, acts of God acts of public enemy, wars, insurrections, riots, strikes, lockouts sabotage, any law, state or ordinance, order actions or regulations of the Government or any compliance therein similar to the above.

Either party shall promptly notify to the other of the commencement and cessation of such contingency and prove that such in beyond his controls and effects the implementation of this contract adversely.

8. The 1st Party shall have the liberty to enter into similar contract with any other party(s) engaged in vehicle service parallel without making any reference.

9. TERMINATION OF CONTRACT:

The Director, IIP reserves the right to terminate the contract if the vehicle service rendered by the Contractor is not found to be satisfactory at any time during the tenure of the contract without assigning any reason by giving one month notice to the contractor.

10. ARBITRATION CLAUSE:

- (i) In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Director, IIP or his nominee.

- (ii) The award of the arbitrator shall be final and binding on both the parties in the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, The Director, IIP shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- (iii) The Arbitrator may give interim award(s) and/or directions, as may be required.
- (iv) Subject to the aforesaid provision, the Arbitrator & Conciliation Act 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to arbitration proceedings under this clauses.

For and on behalf of
CSIR-Indian Institute of Petroleum
Countersigned by Finance & Account Officer, IIP

For and on behalf of Tenderer

WITNESS

1.

2.

WITNESS

1.

2.