The Indian Academy of Sciences, a professional institution under the Department of Science & Technology, Government of India was established in the year 1934. The Academy aims at promoting the progress and upholding the cause of science in pure and applied branches. Major activities include publication of scientific journals and special volumes, organizing meetings of the Fellowship and organizing discussion meetings on important scientific topics, recognizing scientific talent, improvement of science education, and taking up other issues of concern to the scientific community.

TENDER DOCUMENT
FOR
HIRING OF CARS / FORCE TRAVELER
(Tender No -05/PUR/BNN/IASc/2019-20/Transport)

To be downloaded from Website www.ias.ac.in tender link at below reference (https://www.ias.ac.in/About_IASc/Tender_Notices/)

Tender Inviting Authority
ASSISTANT EXECUTIVE SECRETARY, IASc
Fax: +91-080 -23616094, Tel: +91-080-22661207
E-Mail: office@ias.ac.in, Visit us at www.ias.ac.in

Reference: Tender Notice published in Daily newspaper on

Newspaper Name:

CALANDER OF EVENTS

Date of issue of bid document: 06 November 2019 to 21 November 2019 up to 3:00PM
(Except Saturday, Sunday & National Holidays)

Due date and Time for Receipt of Tender: Up to 22 November 2019 up to 1:00PM,

Date and Time of opening of bid: 22 November 2019 up to 3:00PM.

Cost of Bid Document: 1,000/- drawn in favour of 'Indian Academy of Sciences' payable at Bengaluru (Non-refundable)

Earnest Money Deposit (EMD): Rs. 25,000 /-

C.S. Ravi Kumar
Assistant Executive Secretary
Indian Academy of Sciences
Sadashivanagar
Bangalore - 560 080
Tender No -05/PUR/BNN/IASc/2019-20/Transport
### SUMMARY OF COMPLIANCE TO THE REQUIREMENT OF THE TENDER

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description of requirement</th>
<th>Yes / No</th>
<th>Page/Ann No of Enclosed tender</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Whether the firm is registered with Regional Transport Authority?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Copies of Balance Sheet and Income Tax Return for last 3 years duly certified by CA – whether enclosed?</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>R.C. Book of at least one vehicle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Road Tax Clearance Certificate of at least one year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Copy of Registration Certificate/Allotment Letter of PAN from Income Tax Dept.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Copy of Registration Certificate /Allotment Letter of Service Tax Document relating Service Tax Number</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Certificate of the Valid Insurance Policy at least one vehicle</td>
<td></td>
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<tr>
<td>8</td>
<td>Valid driving Licence for the category of the vehicle quoted</td>
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<tr>
<td>9</td>
<td>Valid Pollution Certificate (PUC)</td>
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<tr>
<td>10</td>
<td>Partnership deed, if applicable</td>
<td></td>
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<tr>
<td>11</td>
<td>Details of other organizations where such contracts are undertaken (attach supportive documents)</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>DD of Rs. 25,000/- as EMD enclosed in separate envelope</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Commercial Bid proforma completed and sealed in a separate envelope</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>List of Arbitration cases (if applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Acceptance of Terms and Conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.</td>
<td>Yes / No</td>
<td></td>
</tr>
</tbody>
</table>

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encl: 1. DD/Pay Order No...........
2. Terms and Conditions (each page must be signed and sealed)
3. Commercial Bid.

(Signature of Tenderer with seal)
Name: [Signature]
Seal: 
Office Address: [Address]

Place: [Place]
Date: [Date]

Tender No-05/PUR/BNN/IASc/2019-20/Transport
TENDER FOR HIRING OF CARS / FORCE TRAVELERS

Indian Academy of Sciences, Bengaluru invites Sealed Tender in two bid system from registered/ reputed agencies/firms for Annual Rate contract for HIRING OF CAR / TEMPO TRAVELER (AC/ NON-AC) Diesel/Petrol driven/CNG ON REGULAR BASIS AND Other Cars as and WHEN REQUIRED basis FOR A PERIOD OF ONE YEAR from the date of award of the contract.

Sealed Tender-Technical bid and Commercial bid - filled in the specified proforma along with envelope of Earnest Money Deposit (EMD) shall be sealed in two separate envelopes and these two envelopes shall be contained in a large envelope Super scribed “Tender for Annual Contract for Hiring of Car / Tempo Traveller “addressed to Administrative Assistant (Purchase), Indian Academy of Sciences, P.B No. 8005, CV. Raman Avenue, Bengaluru – 560 080 shall reach latest on or before 22 November 2019 upto 13:00 hrs. Specified proforma along with all terms and conditions may be downloaded from our website at https://www.ias.ac.in/About_IASc/Tender_Notices/

The Tender shall be in Two Bid Systems i.e. 1) Technical Bid and 2) Commercial Bid. The amount of EMD (Bid Security) is Rs. 25,000.00 (Rupees Twenty Five Thousand Only ) and Rs 1000.00 (Rupees one thousand only) towards cost of tender in the form of Demand Drafts or Bankers Cheques (separate ones) drawn in favour of Indian Academy of Sciences payable at Bengaluru shall be put in a separate envelope. The Demand Draft/Bankers’ Cheque shall be valid for at least 6 months. The Technical and Financial Bids shall be opened on 22 November 2019 at 15:00 hrs at the above address by the Tender Committee authorized by this office and in the presence of such tenderers or their authorized representative who may wish to be present.

The Competent Authority reserves the rights to cancel any or all the tenders without assigning any reason.

Place: BENGALURU
Date: ______________________

ASSISTANT EXECUTIVE SECRETARY,
IASc
ANNEXURE - I
GENERAL TERMS AND CONDITIONS

1. Parties: - The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and the Indian Academy of Sciences, Bengaluru.

2. Addresses: For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address and contact number(s) by a separate letter sent by registered post with acknowledgement due to the IASc, Bengaluru. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address and contact number(s) in the aforesaid manner.

3. Earnest Money: Earnest Money of Rs. 25,000.00 (Rupees Twenty-Five Thousand only) in the form of Banker Cheque / Demand Draft drawn on any Nationalised Bank must be deposited by bidder/s along with their duly filled tender document. The Banker Cheque / Demand Draft shall be in favour of Indian Academy of Sciences, Bengaluru. The Earnest Money Deposit of the successful bidder shall be refunded after receipt of Security Deposit and the DDs/Bankers Cheque/s of unsuccessful bidder/s will be refunded within 30 days after the finalisation of the contract. No interest will be paid on EMD by IASc till the entire process is complete in all respects.

3.1 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the IASc in respect of any previous work will be entertained.

3.2 Tenderer /Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer/bidder fails to comply with the stipulations made therein or backs out after quoting the rates, the aforesaid banker cheque / demand draft will be forfeited by the Academy.

3.3 The tender without Earnest Money will be summarily rejected.

3.4 No claim shall lie against the IASc in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

4. Preparation and submission of Tender:
The tender should be submitted in two parts namely, Technical Bid (in form given at Annexure-III) along with Earnest Money Deposit and Commercial Bid (in form given at Annexure-IV) and each should be kept in a separate sealed cover. Both the bids should be kept in another sealed cover addressed to Administrative Assistant (Purchase) IASc, Bengaluru. The sealed envelope containing both i.e. technical & commercial bids should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be superscripted with subject of Tender, and “Technical Bid” or Commercial Bid” as per the document contained in the envelope & date of opening of tender including tender number.

5. Signing of Tender: The individual signing the tender and other documents connected with contract must specify whether he signs as:-
(a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.

(b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

(c) Principal officer(s) duly authorized by the IASc

Note Below:

i) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly signed & affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

ii) In the case of partnership firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any party, the tender and all other related documents must be signed by all partners of the firm.

iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, this office may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

iv) The tenderer should sign and affix his/his firm's stamp on each page of the tender and all its Annexures as the acceptance of the offer by the tenderer. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS TENDER DOCUMENT. (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the IASc, Bengaluru if necessary).

v) Each & every page of the tender document (Annexures I to IV - A & B) shall be signed by the bidder as mentioned at cl no 5 above.

6. Technical Bid: The Technical bid should be submitted in form given in Annexure-II & III along with the Bankers Cheque/ Demand Draft of Rs. 25,000.00 along with registration particulars, copy of PAN Number issued in favour of the firm, full details of the number of Car registered in the name of the tenderers or his firm and other information sought for in the Annexure-II.

7. Commercial Bid: The Financial/Commercial Bid should be submitted in the form given in Annexure-IV in a separate sealed cover kept inside the main cover. The Commercial Bids of those tenderers, who are found technically compliant, will be opened on a specified date and time to be intimated to the respective tenderer.
7.1 Terms of payment as stated in the Tender Document shall be final.
7.2 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. **Validity of the Bids:**
The bids shall be valid for a period of 180 days from the date of opening of the tenders.

9. **Opening of Tender:**
The tenderer is at liberty either himself or authorize, not more than one representative to be present at the time of opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

10. **Criterion for Evaluation of Tender:** The Technical Bids will be opened by a Tender Committee authorized by the competent authority at **15:00hrs on 22 November 2019** at IASc, Bengaluru “in the presence of such tenderers who may wish to be present.

10.1 The Commercial Bids of only those tenderers whose Technical Bids are accepted will be opened in the presence of those tenderers who wish to be present. The date & time of opening of Commercial bids will be informed to the tenderer/bidder.

10.2 The contract shall commence from the date of consent of the firm to the terms and conditions. To begin with, the contract will be for one year initially extendable up to **two years** if performance or service is found satisfactory on review after every six months. The contract so awarded can be terminated by IASc at any time without any notice or conveying any reason therefore.

10.3 Log book shall be maintained by & with the driver of vehicle provide for IASc & the log book may be got signed by the user and proper entry with respect to place visited, time, kilometres etc. be made indicating name and designation of the officer who have utilized the vehicle.

11. **Right of Acceptance:** The Indian Academy of Sciences reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority of the IASc in this regard shall be final and binding.

11.1 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor’s tender.

12. **Communication of Acceptance:** Successful Tenderer will be informed of the acceptance of their tender.

13. **Security Deposit:** The successful tenderer will have to deposit a performance security deposit equivalent to one-month bill to be calculated based on the initial
deployment of vehicle/s in the form of Performance Bank Guarantee (PBG) of any nationalized Bank in favour of Indian Academy of Sciences, Bengaluru. This PBG shall cover entire period of contract and shall remain valid for a period of 01 Year beyond the period of contract. If contract is further extended beyond the initial period, the PBG shall be renewed for the extended period. If the monthly bill at any time increases by 25%, additional PGB shall be given by the successful tenderer.

13.1 The Bankers Cheque / Demand Draft submitted towards EMD/Security Deposit will be forfeited by the order of the Competent Authority of IASc in the event of any breach or negligence or non-observance of any terms/condition of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bankers Cheque / Demand Draft as may be considered by the Academy of Indian Standards sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm’s bill has been received and examined.

14. Penalty:

(a) In case of breach of any condition/s of the contract and for all type of losses caused including excess cost due to hiring of Car from the market in the event of Contractor failing to provide requisitioned number of cars or not providing Cars, the office shall make deductions at double the rate of hiring rate on prorate basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the IASC.

(b) The powers of the Office of IASc under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 13.1 above.

15. Disclaimer: The near relatives of the employees of IASc are prohibited from participation in this tender. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.
(b) His/her husband or wife.
(c) The one who is related to the other in the manner as father, mother, son(s), son’s wife (daughter-in-law), daughter(s) & daughter’s husband (son-in-law), brother(s) & brother’s wife, sister(s) and sister’s husband (brother-in-law).

16. Breach of Terms and Conditions:
In case of breach of any of terms and conditions mentioned above, the Competent Authority of IASc will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by the Academy in that event and the Security Deposit in the form of Bankers Cheque / Demand Draft shall be encashed.

17. Sub-letting of Work: The firm shall not assign or sublet the work or any part of it to any other person or party.
18. The tender is not transferable.

19. Terms of payment:

19.1 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.

19.2 The contractor shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.

19.3 All payments shall be made by PFMS only after deducting appropriate taxes as declared by Government from time to time.

19.4 Office of IASc shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties imposed by the Academy, if any.

19.5 The term 'payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

19.6 Wherever applicable all payments will be made as per schedule of payments.

20. Arbitration: If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by Office of IASc, Bengaluru. The arbitration proceedings shall take place in IASC, BENGALURU. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

21. In case of any dispute between the Agency and IASc, Bengaluru shall have the right to decide. However, all matter of jurisdiction shall be at the local courts located at Bengaluru
ANNEXURE-II
TECHNICAL BID - PARAMETERS AND TECHNICAL SPECIFICATION
FOR EXECUTING THE WORK

Sub: - Tender for “Hiring of Car /Tempo Traveller A.C / Non-A.C” on Annual
Contract Basis

1. The list of Car along with photocopies of registration book should be attached with
the tender.

2. (i) The firm should be registered and should furnish a copy of registration certificate in
support thereof.

(ii) The firm should have minimum three years of experience of in the similar area i.e.
transport line. Satisfactory Service Certificates from existing/past employers should
be enclosed, in this regard.

(iii) Income Tax payment certificates for the last 3 years should also be provided by the
firm.

3. (i) Cars A.C/ Non A.C to be provided by the Contractor should be in perfectly sound
working condition and suitable for use by Senior Officers.

(ii) Cars A.C/ Non A.C supplied should not be more than 03 (three) years old. The firm
should specify the numbers of such vehicles enclosing copies of their RC.

(iii) The firms should have adequate number of cars to be provided as Hire Car. A backup
of minimum of 5 (five) cars should also be ensured by the firm.

(iv) Firms should have adequate number of drivers having experience of driving in
Bengaluru, and surrounding states.

14. Only such Hire Car Operators/Agency may apply whose Cars have been duly
authorized by the concerned RTO for use as public transport and who have telephone
connections available at their Premises/Garage/Stands from where such Cars are to be
operated and can be requisitioned by IASc, Bengaluru

15. (i) The firm should ensure that the drivers employed hold valid driving license, are
well behaved, reasonably educated, having communication skill in Kannada &
Hindi/English, conversant with traffic rules/regulations and city roads/routes as well
as security instructions.

Each driver employed by the firm must have a cell-phone duly activated.

Each driver should wear uniform while on duty in this office.
(iv) No mileage will be allowed for lunch/ tea of the driver. Driver should carry his lunch.

(v) Only drivers having sufficient experience of driving in Bengaluru and surrounding states should be deployed to IASc office. The firm should inform in advance the bio data of all drivers that could be deployed for office of IASc on duty.

(vi) The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.

(vii) The time and distance in respect of hired cars will commence and terminate at the IASc Office.

(viii) While IASc, Bengaluru has a regular requirement for hiring of Cars; it shall have the right not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire cars/ taxis from any other provider of such services even during the period of contract. Revision of rates will not be entertained during the period of contract.

(ix) The firm should have a provision to take the bookings 24hrs. x 7day.

6. (i) “Full Day” would imply a run of the Cars upto 80 kilometres and/or 12 hours’ duration.

(ii) “Half Day” would imply a run of the Cars upto 40 kilometres and/or 6 hours duration.

(iii) 2,3,4 hourly basis as given in the commercial bid (Annexure – 4)

7. Rates once finalized will be valid for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes.
**ANNEXURE – III**

**TECHNICAL BID - TECHNICAL INFORMATION AND UNDERTAKING**

(See Clause 6 of Annexure-I of this Tender Document)

**Sub**: - Tender for “Hiring of Cars / Tempo Travelers”

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
<td>Name of the Tenderer/Agency:</td>
</tr>
<tr>
<td>2</td>
<td>Office Address (with Tel. &amp; Mob No.)</td>
</tr>
<tr>
<td>3</td>
<td>Address and Tel. No. of Garage:</td>
</tr>
<tr>
<td>4</td>
<td>Service Tax Registration No. along with proof thereof</td>
</tr>
<tr>
<td>5</td>
<td>PAN No. of the firm</td>
</tr>
<tr>
<td>6</td>
<td>Working experience of the firm (in years)</td>
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<tr>
<td>7</td>
<td>Nature of the firm/agency : (i.e. Sole Proprietor or Partnership firm or a Company</td>
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<td></td>
<td>or a government Department or a Public Sector Organization) - Copy of Registration</td>
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<td>Certificate be furnished.</td>
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<td>8</td>
<td>Whether assessed to I-Tax : (furnish copy of last three years return along with</td>
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<td></td>
<td>Income-tax clearance certificate)</td>
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<td>9</td>
<td>Nos., Age in Years &amp; Models, Make of the vehicles owned by the firm:</td>
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<tr>
<td>10</td>
<td>Nos. of drivers, qualification and communication capability in Kannada &amp; Hindi/</td>
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<td>English languages by the driver(s) along with their working (driving) experience</td>
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<td>(in yrs.):</td>
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<td>Availability of Cell phone &amp; Address of the driver(s):</td>
</tr>
<tr>
<td>12</td>
<td>Remarks (if any):</td>
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</table>

**Date:**  
**Station:**  
**Sign.**  
**Name**  
**Seal**
### ANNEXURE- IV

**COMMERCIAL BID**

(See Clause 7 of Annex-I of this Tender Document)

1. Rate (all-inclusive including all taxes and levies except GST and parking charges) as indicated below:

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<thead>
<tr>
<th></th>
<th>2 Hours (In Rupees)</th>
<th>3 Hours (In Rupees)</th>
<th>4 Hours (In Rupees)</th>
<th>12 Hours / 1 Day Min 80 Kri (In Rupees)</th>
<th>1 Month (In Rupees)</th>
<th>Extra Km (In Rupees)</th>
<th>Extra Hours (In Rupees)</th>
<th>Driver Batta</th>
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<td>MARUTI VAN</td>
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<tr>
<td></td>
<td>Non A/c</td>
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<tr>
<td>FORCE/</td>
<td>A/c</td>
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Lump sum

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<tr>
<th>Bengaliuru to Orange County, Siddapura near Kushalanagar 3 Nights/4 Days &amp; 4 Nights/5 Days (220 Kms) One Way (450 Km both sides)</th>
<th>Out Station 21 SEATER VAN</th>
<th>Out Station 27 SEATER VAN</th>
<th>3 Nights/4 Days 4 Nights/ 5 Days</th>
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<tr>
<td>35 SEATER BUS</td>
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AGREEMENT
(To be made on Rs 100.00 Non-Judicial Stamp Paper)

This Agreement is made at .......... on this ------------- day of ------------- between Indian Academy of Sciences (IASc), P.B No. 8005, C.V Raman Avenue, Bengaluru -560 080, hereinafter called the party of the 1st part and M/s ------------------ hereinafter called the party of the 2nd part; Whereas the party of the 2nd part has agreed to render the services of hired cars Force Traveller to the party of the 1st part for a period of one year w.e.f. ..................... on the terms and conditions mutually agreed upon as under:

1. The vehicles supplied by the firm on hiring basis to this office, shall not be in any case more than 3 years old, failing which a penalty of 1% per day of the monthly bill shall be deducted.

2. (i) Cars / Tempo Traveller to be provided by the firm shall be in perfectly sound working condition and suitable for use by Senior Officers.
   (ii) The firms should have at least 3 Nos. of cars and Force travellers to be provided as taxi. A back up of minimum of 5 cars shall also be ensured by the firm.
   (iii) Firms shall have sufficient number of drivers having experience of driving in Bengaluru and surrounding states.

3. All the legal formalities such as registration with RTO, insurance formalities etc. Shall be completed in all respect of all the vehicles provided to this office by the firm.

4. a) The firm should ensure that the drivers employed hold valid driving license, are well behaved, reasonably educated, conversant with traffic rules/ regulations and city roads/routes as well as security instruction.
   (i) Each driver employed by the firm must have a cell-phone duly activated.
   (ii) Each driver shall wear uniform while on duty in this office, failing which a penalty shall be imposed at the discretion of the competent authority of this office.
   (iv) No mileage will be allowed for lunch/tea of driver. Driver should carry his lunch.
   (v) Only drivers having sufficient experience of driving in Bengaluru areas and surrounding states shall be deployed to the office of the IASc. The firm should inform in advance the bio-data of all drivers who would be deployed for IASc duty.
   (vi) The firm shall have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
   (vii) The time and distance in respect of hired cars will commence and terminate from IASc office.
(viii) While the office of the IASc has a regular requirement for hiring of Cars / Force Travellers, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire cars from any other provider of such services even during the period of contract. Revision of rates will not be entertained during the period of contract.

(ix) The firm shall be experienced in providing fleets for events, delegation’s meetings and conferences etc.

(x) The firm should have a provision to take bookings 24 hours in 7 days.

(xi) The firm shall ensure that each of the drivers carries a Driver's Log Book. The Log Book is filled by the driver daily, on a regular basis, giving details of each of the place visited, starting from the originating place. The firm or the driver should ensure that the Log Book is countersigned by the competent authority of this office on a daily basis failing which the firm shall have no rights, whatsoever to claim the charges/rent for the respective day(s).

b) The firm shall ensure that the drivers carries Trip sheet/Log book and the same should be neatly and legibly filled on on-call basis; giving the details such as date, starting time of booking, closing time of booking at IASc, places visited, starting Km reading, closing Km reading, booking given by IASc officials, driver name, driver’s cell-phone numbers, driver signature, IASc official’s or guests counter signature in closing the service provided time; failing which the Firm shall have no rights to whatsoever to claim the charges for the services provided for the respective days.

5. (i) “Full Day” would imply a run of the Cars upto 80 Kilometres and/or hours 12 hours duration.

(ii) “Half Day” would imply a run of the Cars upto 40 Kilometres and/or 6 hours duration.

(iii) “Hourly basis” would in the 2, 3 and 4 hours as stated in the commercial bid (Annexure -4)

6. The firm shall provide cars which are so duly authorized to run/operate as cars/taxis by the transport department or police dept. or regulating agencies. Requirement of all licensing in this regard, whatsoever, would be the responsibilities of the firm. Cars to be provided by the firm shall use only legally authorized fuel in running the Cars.

7. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes. However, parking fee/toll tax, whenever applicable shall be borne by IASc subject to submission of tax/toll paid receipt/s.

8. Performance Security Deposit: The successful tenderer will have to deposit a performance security deposit equivalent to one-month bill to be calculated based on the initial deployment of vehicle/s in the form of Performance Bank Guarantee (PBG) of any nationalized Bank in favour of Indian Academy of Sciences, Bengaluru. This PBG shall cover entire period of contract and shall remain valid for a period of 01 Year beyond the period of contract. If contract is further extended beyond the initial period, the PBG shall be renewed for the extended period. If the monthly bill at any time increases by 25%, additional PBG shall be given by the successful tenderer.
8.1 The Bankers Cheque / Demand Draft submitted towards EMD/Security Deposit shall be forfeited by order of the IASC in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bankers Cheque / Demand Draft as may be considered by the IASc to cover any incorrect or excess payments made on the bill to the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

9. Penalty:
(a) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of cars from the market in the event of Contractor failing to provide requisitioned number of cars or not providing cars, the office shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract from the Security Deposit or may be demanded from him to be paid within seven days to the credit of the IASc.

(b) The powers of the IASc, Bengaluru under this condition shall in no way affect or prejudice the powers to terminate the contract as herein provided, nor affect forfeiture of deposit mentioned under Clause 13.1 above.

10. Breach of Terms and Conditions:
In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the Security Deposit in the form of Bankers Cheque / Demand Draft shall be encashed.

11. Sub-letting of Work: The firm/agency shall not assign or sublet the work or any part of work to any other person or party.

12. Terms of Payment:
12.1 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.

12.2 The firm shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment and payment shall be made on monthly basis only. The Firm shall raise the invoice to IASC within first week of the succeeding months for the service provided for the month and the payment shall be made on monthly basis only. All payment shall be made through NEFT/ECS only in accordance to RBI guideline from time to time. All monthly payment to Firm by IASC shall attract ‘Tax deductions of sources’ in accordance with the GOI guidelines from time to time.

12.3 All payments shall be made by PFMS/NEFT/RTGS only in accordance with RBI guidelines from time to time. All monthly payment to the firm shall attract ‘Tax deductions of sources’ in accordance with the GOI guidelines from time to time.
The IASC shall retain the ‘Performance Security Deposit’ amount to recover excess payment or incorrect payment made to firm on any of the bill until the final audit report on the account of IASC has been finalised.

12.4 IASC shall deduct at double the rate of hiring rate of the services to be provided by the Firm in the event of any loss caused due to non-provision of vehicles/car at the required times.

12.5 On mutual concern between the IASC and Firm, this contract could be extended for further period of one year with same terms and condition and rate.

12.6 Office of IASC, BENGALURU shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para/s.

12.7 The term ‘payment’ mentioned in the para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

13. Arbitration:
If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts at conciliation do not yield any results within a period of 30 days, either party may request the other for submission of the dispute for decision by an arbitral tribunal containing a sole Arbitrator to be appointed by IASC. The arbitration proceedings shall take place in office of the IASC, BENGALURU. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

In witness whereof, we the parties to this deed have put our hands and signatures to these present on the day and year first mentioned as token of execution of this deed.

For Indian Academy of Sciences, Bengaluru

(1st party)

(2nd party)

(M/S. __________________________)

Witnesses:

1. 

2. 

Tender No -05/PUR/BNN/IASC/2019-20/Transport:
BIDDER INFORMATION FORM

9. Company Name: ____________________________
10. Registration Number: ______________________
11. Registered Address: ________________________
12. Name of Partners /Director: __________________
13. City: ________________________________
14. Postal Code: ____________________________
15. Company's Establishment Year: ____________
16. Company's Nature of Business: ______________
17. Company's Legal Status: ______________________
   (tick on appropriate option)
   10. Limited Company
   11. Undertaking
   12. Joint Venture
   13. Partnership
   14. Others

18. Company Category
   (tick on appropriate option)
   12. Micro Unit as per MSME
   13. Small Unit as per MSME
   14. Medium Unit as per MSME
   15. Ancillary Unit
   16. SSI
   17. Others

19. CONTRACT DETAILS
   16. Contact Name: __________________________
   17. Email Id: ______________________________
   18. Designation: ____________________________
   19. Phone No: ______________________________
   20. Mobile No ______________________________

20. BANK DETAILS
   11. Name of Beneficiary
   12. Ne. No. CC/CD/SB/OD: ____________________
   13. Name of Bank: __________________________
   14. IFSC NO. (Bank) __________________________
   15. Branch Address and Branch Code: __________

21. Other Details
   16. Vendor's PAN No. _________________________
   17. Vendor's CST No/LST No/WCT No/TIN No: __________
   18. GST No. ________________________________
      (Enclose GSTN Certificate)
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,

Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No:

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Supply of cars / Force Travellers 'on hire' from the web site(s) namely:

2. As per your advertisement, given in the above mentioned website(s).

3. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide thereby by the terms/conditions/ clauses contained therein.

4. The corundum(s) issued from time to time by your department/ Organization too has also been taken into consideration, while submitting this acceptance letter.

5. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corundum(s) in its totality/ entirety.

6. I/We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking.

7. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/ untrue or found 'Violated', then your department/Organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of Bidder with Name)