

**Government of India
Bhabha Atomic Research Centre
Seismology Division
(Delhi Seismic Unit)**

West Block VII
R.K. Puram, New Delhi-66

Ref: BARC/SEIS/DSU/37/2022

Date: 22/03/2022

Sub: NIT for "Hiring a 24X7 non-AC commercial vehicle with driver and fuel for BARC facility at New Delhi".

Dear Sir,

This is to invite your quotation in sealed envelope for hiring ONE vehicle (**commercial**) at BARC facility in Delhi as per the following details:

- | | |
|--|--|
| 1. Last date of Submission | 21/04/2022, 17:00 hr |
| 2. Time and date of Opening of Qualifying Bids | 22/04/2022, 11:00 hr |
| 3. Date and time of pre-bid meeting at our premises. | 11:00 Hrs on 07/04/2022 |
| 4. Service to be provided | Hiring of a 24X7 non-AC commercial vehicle with driver and fuel, for transportation of Passengers and material/equipment for BARC Facility at R.K Puram, New Delhi-66. |
| 5. Quantum of work hours | Round the clock for all days of week. |
| 6. Minimum validity of Tender offer | 180 days from the date of opening. |
| 7. Duration of contract | One Year from the date of award of contract. |
| 8. Earnest money deposit | Rupees 14,500/- (DD- In the name of Accounts Officer, BARC, Mumbai) |


For terms and other details regarding the contract please refer the annexure I. Service providers, who desire to visit actual site, may do so by sending their request on email id rupalis@barc.gov.in.

Each bidder can submit only one quotation per vehicle and should ensure that the commercial vehicle mentioned in their quotation is made available exclusively for this contract and is not used in any other contract/job.

Your quotation in sealed envelope, super-scribed with "**Quotation for hiring a non-AC Vehicle for BARC facility at New Delhi**" should reach to "*Officer In-charge, BARC, DSU, SD, West Block-7, R K Puram, New Delhi 110066*" on or before 21/04/2022, 17:00 hr. EMD has to be enclosed, Quotation submitted without EMD will be rejected..

Quotations should be delivered by **Registered post or Speed-post only**. Quotations received by any other modes like hand delivery, fax, email etc. shall be considered invalid and summarily rejected

Bhabha Atomic Research Centre reserves the right to accept and/or reject any/or all the quotations received either in full or in part at its own discretion without assigning any reason thereof.


Neelu Mathur
Scientific Officer (G)
DSU, SD, Bhabha Atomic Research Centre
West block-7, R K Puram, New Delhi-66

DECLARATION

In response to the enquiry letter Ref: BARC/SEIS/DSU/ / . I/We hereby submit our best offer for consideration.

I/We have gone through the attached Annexure I of the contract document very carefully and hereby declare that we agree to all the terms and conditions stipulated therein.

The information and documents as furnished in our quotation are true to the best of our knowledge and belief.

Signature of Bidder
(Stamp & Address of Bidder)

Enclosed:

Tender with supporting documents duly signed on each page.

**Government of India
Bhabha Atomic Research Centre
Seismology Division
(Delhi Seismic Unit)**

CONTRACT FOR HIRING 24×7 NON-AC COMMERCIAL VEHICLE WITH DRIVER AND FUEL

Bhabha Atomic Research Centre (BARC) facility New Delhi invites quotation from reputed, experienced and financially sound transporters to provide One no. of commercial, non-AC vehicle with driver and fuel for hiring for round the clock (24×7 hrs) at RK Puram, New Delhi to meet day to day requirement. **Once received, the vehicle shall remain with the BARC till the end of the contract.** During the contract period, the contractor will be handed over the vehicle only for maintenance/service related work on prior intimation.

1. TECHNICAL ELIGIBILITY CRITERIA

Bid has to be submitted through **Registered post or Speed-post only**. Quotations received by any other modes like hand delivery, fax, email etc. shall be considered invalid and summarily rejected

1.01 Essential Qualification of the bidder/Firm

- (a) The registered office of the bidder should be located in Delhi/ New Delhi. The firm should have capacity of providing/replacing the vehicles at short notice anytime during the day, if the need be.
- (b) 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 a stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.

1.02 Additional Compulsory Documents To Be Submitted

- (a) The self-certified photocopies of the following documents as mentioned below are to be submitted along with the bids.
 1. Valid GSTIN Registration number/certificate
 2. Valid PAN card
 3. Latest income Tax return.
 4. An Affidavit from the bidder stating that the firm has not been blacklisted by any Central Government Department/Ministry/PSU/Bank or State Government etc.

Signature of the Bidder

(b) At the time of physical inspection of the vehicle, the following documents have to be submitted.

1. Valid fitness Certificate.
2. Valid Road permit.
3. Valid pollution clearance certificate.
4. Valid insurance.
5. Vehicle RC

1.03 Vehicle Specification

- (i) The vehicle should be commercial, Bharat Stage IV compliant or later.
- (ii) The vehicle should not be more than 3 years old as on the last date of submission of quotation.
- (iii) The vehicle should have a minimum fuel average of 12Km/l.
- (iv) Vehicle should have minimum ground clearance of 150 mm to cope up with rough terrains.
- (v) Fuel tank capacity minimum 30 Litre.
- (vi) Tyre type preferably Tubeless.
- (vii) Minimum Power of engine 75 BHP.
- (viii) Vehicle should have all safety features as per the norms set from time to time.
- (ix) The Vehicle should be minimum 4-Seater + 1 Driver. Minimum Boot space should be 300 liters.
- (x) The vehicle should have FASTag, RFID, HSRP, color-coded Sticker, any other Tag required at Delhi/NCR border.
- (xi) The vehicle shall have cushioned seats and back rests interior upholstery and decoration in good condition. Vehicle should be in good running and roadworthy condition. All safety measures and arrangements should be in perfect condition.
- (xii) The vehicle should be equipped with a spare wheel, set of tools and other necessary requisites. The vehicle should be mechanically perfect in respect of Brake System, Steering System, Tyres, Horn, Headlight, indicator, etc.
- (xiii) The vehicle shall be kept in running condition at all times and procurement of lubricants, spares, Routine maintenance, repairs, frequent check-up, servicing, overhauling, etc., will be arranged by the contractor at his own cost.

Signature of the Bidder

2. GENERAL RULES AND CONDITIONS

2.01 Earnest Money Deposit (EMD)

The contractor shall submit earnest money deposit (EMD) for an amount of Rs.14500/- (DD- In the name of Accounts Officer, BARC, Mumbai) along with the tender document.

2.02 Security Deposit

Security Deposit will be recovered at the rate of 2.5% of the bill amount for entire duration of the contract. This will be refunded after successful completion of the contract.

2.03 All taxes, duties, insurance premium applicable as per law or to be levied in future during the Contractual period in respect of vehicle shall have to be borne by the contractor. The contractor is required to furnish up-to-date documents of such payment along with the Quotation.

2.04 The vendor shall comply with all the provisions of the GST Act/Rules/requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc.

2.05 While employing the driver/drivers the contractor shall have to comply with the statutory provisions under Minimum Wages Act, and EPF Act 1952 and/or any other prevailing law. The Contractor shall also comply with all relevant rules and regulations of the prevalent Motor Vehicles Acts, barring which, certificate of completion of work will not be issued.

2.06 Driver Qualifications:

- (i) The driver should not be below 21 years of age.
- (ii) He should have a valid Commercial Driving License
- (iii) He should be well trained to meet the emergency situations e.g. vehicle breakdown, accident, and other eventualities.

2.07 Rate:

(a) The contractor should quote the rate in both figures and words. If there is any variation between the rate quoted in figures and words, the rate quoted in words shall be accepted.

(b) Validity of Rates: Rates quoted in the quotation as well as in the terms and conditions of the contract shall remain firm and valid for a minimum period of One Hundred Eighty (180) days from the date of opening of quotation during which the quotation is likely to be finalized and letter of intent (LOI) issued. On being done so, the contractor shall be strictly bound by the terms and conditions and provisions of the quotation and execute the work at the quoted rate.

Signature of the Bidder

2.08 Period of contract:

- (a) This contract shall remain in force for a period of one year from the date of signing of the contract or receipt date of letter of Intent/Acceptance from the contractor firm, whichever is later.
- (b) While the contract shall be valid for a period of one year. Department (BARC), at its discretion reserves the right to terminate or extend the validity of contract on same rates and terms and conditions for a further period of one year. In the event of cancellation, the Department will give a notice of one month, in such cases payments will be done on pro-rata basis.

2.09 In case of withdrawal of quotation:

If any Firm withdraws its quotation before its acceptance or refusal without giving any satisfactory and acceptable explanation, it shall be disqualified for making any quotation for a minimum period of one year.

2.10 Miscellaneous Conditions:

- (a) Quotations should be delivered by **Registered post or Speed-post only**. Quotations received by any other modes like hand delivery, fax, email etc. shall be considered invalid and summarily rejected
- (b) Ambiguous and conditional contracts are not acceptable.
- (c) There should not be any marks of erasers. Alteration, if any, shall be initiated with date by the person signing the quotation.
- (d) Canvassing in any form will render the quotation to be rejected.
- (e) In submitting the quotation, contractor will be deemed to have understood and accepted the Terms & Conditions stated above.

Signature of the Bidder

3. TERMS & CONDITIONS OF CONTRACT BETWEEN CONTRACTOR AND BHABHA ATOMIC RESEARCH CENTRE, HEREIN AFTER REFERRED TO AS ' PRINCIPAL EMPLOYER'

BID EVALUATION

3.01 BIDS EVALUATION METHODOLOGY

The quotation should be in a sealed envelope marked "Quotation for hiring a non-AC Vehicle (with driver and fuel) for BARC facility at New Delhi". The following documents should be enclosed with the quotation:

- a. EMD in the form of Demand Draft. (The bids received without the EMD will be disqualified and rejected.
- b. Compliance certificate as per Annexure-(IV) along with other supporting documents.
- c. Price bid in Price schedule (Annexure-III).

All the above documents are necessary for evaluation.

If all the criteria, as laid out in clause 1.03 are met, it will be recommended for awarding the contract on lowest technically suitable offer.

On opening of the price bid, the contractor of the technically lowest quote (L1) should make available the vehicle intended to be used for the purpose at the required place for physical verification.

ACCEPTANCE

3.02 ACCEPTANCE AGREEMENT:

Immediately on placement of work order, CONTRACTOR HAS TO SUBMIT AN ACCEPTANCE AGREEMENT with copies of all the relevant documents as mentioned in Annexure-II. No payment whatsoever related to this contract shall be made unless the acceptance agreement is submitted.

3.03 After placement of LOI/ Work order (WO) the vehicle should be placed for operation within 10 days, failing which the order (LOI / WO) will be treated as cancelled. The contractor should submit all the relevant documents of the vehicle and driver(s) along with the acceptance.

Signature of the Bidder

3.04 Withdrawal of contract

- (a) If any Contractor refuses to carry out the work after acceptance of the offer due to reasons accepted by the Department at its own discretion, they must give at least three months' notice to the Department. They shall be disqualified for submission of quotation in future for a period of minimum of three (03) years. Security deposit (deposited till then) will be deducted at the time of final settlement.
- (b) If any Contractor refuses to carry out the work after acceptance of the offer **without valid reasons and proper notice**, they shall be blacklisted by the Department for three (03) years. Security deposit (deposited till then) will be deducted at the time of final settlement. The loss to the department, due to withdrawal will be borne by the Contractor and appropriate legal action may be taken against them.

SCOPE OF WORK

3.05 Details of scope of work

(a)	Normal Duty Hour on each day	24 hrs*
(b)	Maximum days of engagement of vehicle per month	30/31 days as applicable
(c)	Maximum Kilometer of run required by vehicle per month	3000

*VEHICLE IS FOR ROUND THE CLOCK DUTY AND CONTRACTOR HAS TO ENSURE 24X7 AVAILABILITY OF DRIVER AND FUEL.

3.06 LOGBOOK shall be maintained by the contractor for every calendar month, to be indicated therein the Date, Time details, Details of Journeys, and Mileage covered. On expiry of the contract period, the contractor shall deposit all the LOG BOOKS maintained throughout the contract period to the BARC Authority.

3.07 The contractor will be responsible for safety of the passengers. Safety, Punctuality, and comfort are the essence of the contract.

3.08 On behalf of the Principal Employer, the Officer-in-charge, Delhi seismic unit of Bhabha Atomic Research Centre or his authorized nominee will be the coordinator for day to day working arrangements and to take decisions, if any, in execution of this agreement and his decision will be binding on the Contractor.

3.09 The Contractor shall place the vehicle along with the Driver of the Vehicle at the disposal of the authorized Competent Authority for assigning duties according to the requirement.

Signature of the Bidder

3.10 The odometer of vehicle should be perfectly in order and in case of any defect the same shall be repaired / rectified at the contractor's cost.

3.11 The vehicle should have a board marked "ON GOVERNMENT OF INDIA DUTY" in BOLD and PROMINENT letters for ease in recognition of vehicle.

PAYMENTS:

3.12 The payment will be strictly in accordance with monthly summary of logbook. The copy of summary of log book should be submitted along with contractor's monthly bill. The payment will be made on monthly basis against invoice of contractor and certificate of satisfactory completion of work by competent authority. No initial payment will be made for starting the work.

3.13 Starting point for the purpose of calculation of run of the Vehicle in Kilometer for the payment of running charges will be from the reporting point as per directions of the Competent Authority or his representative.

3.14 No escalation of rates / reduction in km per month will be admitted during the period of contract.

3.15 No other form of escalation of rate will be entertained during the contract period.

3.16 The contractor shall pay the Parking Charges / Toll Taxes wherever required and the same will be reimbursed against documentary evidence of the transactions.

DRIVER

3.17 Employment of driver for the vehicle is entirely the responsibility of the contractor, and Department is in no way related / responsible for his employment / employability or any claim whatsoever.

3.18 The contractor should furnish the name, residential address, date of birth, education qualification etc. of the driver deployed by them. Driver should have proper police verification and should wear name badge at time of performing duty.

3.19 The Contractor will have to provide the replacement of Driver in case of any eventuality. The Department has the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined.

Signature of the Bidder

MAINTENANCE

3.20 Maintenance of Time Schedule is the essence of the contract. The Time Schedule will be given to the contractor by the Principal Employer on day to day basis. If there is any delay on the part of the contractor in providing the vehicle for any journey or the vehicle provided by the contractor is not conforming to the quality standard mentioned in Clause 1.03 of the conditions of contract or the driver is not physically and in mentally healthy condition to drive the vehicle, the Principal Employer may cancel the trip for not providing the vehicle for whole day, and Penalty will be imposed as per Clause 3.27 (a) & (b) as the case may be.

3.21 Washing the vehicle, cleaning interiors and dry cleaning of upholstery should be done periodically and is solely responsibility of the contractor.

3.22 For servicing of vehicle, a free time of maximum 10 hours will be allowed once in every complete month during day time. The choice of such period of servicing shall be that of the competent authority against sufficient notice by the contractor. The Contractor shall have to produce necessary documentary evidence in support of servicing done; failing which the same shall be treated as unauthorized absence and penalty as deemed fit will be imposed. For obtaining fitness certificate from statutory registering authority, the vehicle shall be released for one complete day for every three months without levying any penalty provided a suitable substitute vehicle is arranged. But mileage covered to and fro for fitness check shall not be taken in to account for payment. Documentary evidence of such certificate obtained shall be furnished; otherwise it will be treated as unauthorized absence.

3.23 In case of breakdown of vehicle during any trip, the contractor shall get it repaired or shall arrange alternative vehicle as early as possible and complete the trip / journey. Withdrawal of vehicle from service by the contractor for any reason whatsoever, the contractor shall immediately provide a suitable substitute (conforming to clause 1.03) duly approved by the competent authority. Failure to comply the above will be treated as failure to provide the vehicle for the trip and penalty will be imposed as per Clauses – **3.27 (a) & (b)** as the case may be.

SUB LETTING OF VEHICLE OR THE CONTRACT

3.24 The vehicle shall be engaged only on BARC duty during the contract period and shall not be used by the contractor for any other purpose except with the specific approval of the competent Authority.

3.25 During the period of the contract, the vehicle shall be exclusively used as per the direction of the competent authority. The hired vehicle shall not be sublet during the contract period nor shall any unauthorized person be allowed to travel by the vehicle within the contract period.

Signature of the Bidder

- 3.26** (a) Sub-letting the contract to another agency by the contractor is strictly prohibited.
(b) The contractor shall not be allowed to transfer or assign the contract to any other person / Company / Firm without obtaining written consent of the awarding authority.

PENALTY

- 3.27** (a) A penalty of *Rs.1200/-* (Rs. One Thousand & Two Hundred only) will be imposed on the contractor for failure to provide the vehicle for the whole day and part thereof.
(b) If the contractor deploys vehicle whose quality is not as per quotation for more than 3 consecutive days in a month, no hiring charges as well as no fuel charges (running charges) will be paid.

CONFIDENTIALITY CLAUSE

3.28 No party shall disclose any information to any third party concerning the matters under this contract generally. In particular, any information identified as "Proprietary" in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party.

This clause shall apply to sub-contractors, consultants, advisors or the employees engaged by a party with equal force.

"RESTRICTED INFORMATION" CATEGORIES UNDER SECTION 18 OF THE ATOMIC ENERGY ACT, 1962 AND "OFFICIAL SECRETS" UNDER SECTION 5 OF THE OFFICIAL SECRETS ACT, 1923:

Any contravention of the above-mentioned provisions by any contractor, sub-contractor, consultant, adviser or the employees of a contractor will invite penal consequences under the aforesaid legislation.

PROHIBITION AGAINST USE OF BARC'S NAME WITHOUT PERMISSION FOR PUBLICITY PURPOSES:

The contractor or sub-contractor, consultant, adviser or the employees engaged by the contractor shall not use BARC's name for any publicity purpose through any public media like Press, Radio, T.V. or Internet without the prior written approval of BARC.

Signature of the Bidder

SPECIAL CONDITIONS

3.29 The contractor shall abide by the prevailing Labour Laws. All disputes arising from this contract concerning salaries/wages or any other matter connected with the service condition for the driver or other people employed by the contractor is solely and wholly the responsibility of the contractor. The PRINCIPAL EMPLOYER will be free from all encumbrances either from the Government or from any other sources.

3.30 The contractor shall keep the PRINCIPAL EMPLOYER indemnified against all claims whatsoever in respect of the driver deployed by him. In case any employee of the contractor so deployed either during the performance of the duty or after removal enters in dispute of any nature whatsoever, it will be sole responsibility of the contractor to contest the same. In case PRINCIPAL EMPLOYER is made party and is supposed to contest the case, the contractor shall ensure that no financial or any other liability of any nature whatsoever comes on PRINCIPAL EMPLOYER in respect and shall keep PRINCIPAL EMPLOYER indemnified in all respect.

3.31 If the contractor is not the owner/proprietor of the vehicle, and hires vehicle from third party on contract, such contract shall abide by the prevailing Laws, failing which may attract legal action. All disputes arising from this contract concerning any matter is solely and wholly the responsibility of the contractor. The PRINCIPAL EMPLOYER will be free from all encumbrances either from the Government or from any other sources.

3.32 The Principal Employer shall have no responsibility for any damage to the vehicle by destruction or otherwise for any reason beyond the control of competent authority, whatsoever and shall have no liabilities to pay compensation to any person including driver of the vehicle being involved in any accident or destructive activities. The contractor shall take full responsibilities on all such legal matters as per rules. The insurance of the vehicle should be the comprehensive one and shall cover the liability in respect of the passengers also.

3.33 If in the opinion of the Principal Employer, the performance of the contractor is not satisfactory with respect to quality of vehicle deployed or service rendered not conforming to the terms & Conditions of the contract, then he/she may terminate the contract with seven (7) days' notice in writing and such termination of the contract shall be final and binding upon the contractor.

The contract is also liable for termination by giving One (01) month notice by the Principal employer without assigning any reason whatsoever.

3.34 Any dispute arising out of the contract will be settled in the Court of Law at Delhi

Signature of the Bidder

3.35 Reporting Point:

Delhi Seismic Unit,
Wing No.-3, West Block 7,
RK Puram,
New Delhi 110066

Signature of the Bidder

ANNEXURE-II

COMPANY DETAILS

Name of the company : -----

Address of the company :-----

Contact Number / e-mail :-----

CHECK LIST OF SUBMISSION OF COPIES OF STATUTORY PAPERS AND DOCUMENTS

- | | | |
|--|---|--------|
| 1. Valid GSTIN Registration number/certificate | : | YES/NO |
| 2. Valid PAN Card | : | YES/NO |
| 3. Latest income Tax return | : | YES/NO |
| 4. An Affidavit from the bidder stating that the firm has not been blacklisted by any Central Government Department/Ministry/PSU/Bank or State Government etc. | : | YES/NO |

- ⇒ Self-certified photocopies of the above mentioned documents are to be enclosed.
⇒ Original copies of certificates can be called for at any stage of the processing of the quotation.

The information as furnished above is true to the best of my knowledge and belief.

Signature of the Bidder

PRICE RATE SCHEDULE

(24 X7 Duty)

Name of work: "Hiring a 24x7 Non-AC commercial vehicle with driver and fuel for BARC Facility at New Delhi"

Ref. Your Enquiry -BARC/SEIS/DSU/ /22,

Dated: - / /2022

Description	Rate in Rupees for vehicle on monthly hire basis (for 3000 km /month)	
	Figures	Words
Basic Monthly Rate for hiring a 24x7 Non-AC commercial vehicle with driver and fuel, 30/31 days, 3000 km/month. Vehicle specifications mentioned in clause 1.03.		
GST as applicable Please Note : Service provider must remit this tax collected from BARC to the Government		
Total Monthly Hire Rate (in Rupees)		

- There should not be any marks of erasers. Alteration, if any, shall be initialed with date by the person signing on behalf of the Contractor.
- Rates are to be quoted both in words & figures. If there is discrepancy in quotation in respect of words & figures, the amount in words will prevail.
- Rates should be based on "Non- A/C" journeys

Signature of the Bidder

ANNEXURE-IV

COMPLIANCE CERTIFICATE

S.N.	Particulars	Compliance	Remarks, if any
1.	EMD-Rs Rupees 14,500/- (DD/ - In the name of Accounts Officer, BARC, Mumbai)		
2.	Declaration as given on page 2		
3.	Tender with supporting documents (clause 1.02(a)) duly signed on each page		
4.	Vehicle Specification (Clause 1.03)		
5.	Scope of work (clause 3.05- 3.11)		
5.	Confidentiality clause 3.28		
6.	Reporting Point (clause 3.35)		
7.	Company details (Annexure II)		
8.	Price rate schedule (Annexure III)		