रामन अनुसंधान संस्थान RAMAN RESEARCH INSTITUTE सी.वी. रामन अवेन्यू, सदशिवानगर C.V. Raman Avenue, Sadashivanagar

बेंगलूरु Bengaluru – 560080



परिवहन सेवा के लिए निविदा

TENDER FOR TRANSPORT SERVICES

निविदा प्रलेख

TENDER DOCUMENT 2023 -2024

27.09.2023



Raman Research Institute

CV Raman Avenue, Sadashivanagar, Bangalore - 560080

Notice Inviting Tender

Sealed tenders are invited for providing 2 Nos of 12 seater Non-A/c Passenger Vehicle for the Institute use. The requirement is as follows:

- I. The Vehicle should be a 12-seater Non-A/c Passenger Vehicle
- II. The Vehicle should be of year 2021 Model onwards
- III. The

SI. No.	Vehicle	Duration	Condition
1	12-Seater Non-A/c Passenger Vehicle	24 hrs.	2500 km per month (including Sundays)
2	12-Seater Non-A/c Passenger Vehicle	12 hrs. (8.30 am-8.30pm)	1000 km per month (except on Sundays)

TERMS AND CONDITIONS:

- 1. Quotations should be in a sealed cover super scribed as "TENDER FOR PROVIDING TRANSPORT VEHICLES"
- 2. The name and full address of the Service Provider should be written on the cover as well as in the tender.
- 3. The Service Provider should have the Corporate Registered Office situated in Bangalore.
- The EMD of Rs. 50,000/- should be remitted by Banker's Cheque/DD, in favour of the Director, Raman Research Institute, should accompany every tender. Tenders without EMD are liable to be rejected.
- 5. The Earnest Money Deposit of the unsuccessful agencies (except the second lowest) will be refunded after the tenders are opened and the comparative statement made. In case of the successful Service Provider, the Earnest Money Deposit shall be adjusted against Security Deposit only after the Service Provider fulfills the terms and conditions. Earnest Money Deposit will thereafter be refunded to the second lowest Service Provider.
- 6. The Tenders should be complete in all respects and the details specified in this request should be adhered to and **submitted on or before 3:00 PM of 18.10.2023** and the Bid will be **opened on the same day at 4.00 PM.**
- 7. The contract will be considered, subject to confirmation by the Director, Raman Research Institute, who reserves the right to accept or reject any tender without assigning any reason.
- 8. The Service Provider should give the PAN NO. in the tender submitted.
- 9. The Service Providers have no rights to suggest alternative terms and conditions.
- 10. The Service Provider shall provide their Vehicle services bearing registration Nos. on monthly rental basis to the Institute initially for a period of one year and subject to review and renewal of services from year to year thereafter up to maximum of 3 years. As per the format given (Annexure 1)



- 11. The Vehicles supplied by the Service Provider should be in excellent running condition of 2021 model and above and in road worthy condition with good interiors, accident free and fully insured. The Vehicle will be inspected by the Institute and if the Institute is not happy about the Vehicle condition, Service Provider should provide alternative Vehicle for inspection. Once the Institute is satisfied with the condition of Vehicle upon physical inspection, work order will be released. The same Vehicle as approved by the Institute upon inspection has to be provided by the Service Provider to the Institute.
- 12. The Vehicle shall have enough drivers with valid Uniform/licenses/badges on shift basis to attend the institute's needs around clock. Care to be taken not to change the drivers from time to time.
- 13. On the days on which the Service Provider is not able to provide the regular Vehicle due to repair, maintenance or for any other reason, it shall ensure to make alternate arrangements by a similar Vehicle. On such days, if the alternative Vehicle is not provided on time, Institute is liable to deduct from the payment on pro rata basis or arrange the Vehicle from any other supplier from open market and the expenses on this account will be recovered from the dues/pending bill of the Service Provider.
- 14. The Service Provider shall park the said Vehicle inside the Institute campus at the designated place and report to the Transport-in-charge, of RRI by making necessary in/out entries in the Vehicle log register and enter the reading of Vehicle Odometer on each day in the morning and night.
- 15. Instances of tampering the odometer for a manipulated reading, if found at any instances/day, the contract would be terminated forth with besides initiating appropriate action for recovery of loss if any caused to the Institute.
- 16. No dead mileage will be paid by RRI for reporting/return of Vehicles to or from place of duty. The "Vehicle run" and "hours of duty" shall be reckoned from the time Vehicle reaches RRI to Vehicle leaves RRI.
- 17. The Service Provider shall provide copies of DL and PP photo with the identities, contact phone numbers of the drivers deputed for duty, as and when there is any change it should be informed to transport -in- charge of RRI. The Service Provider shall provide services of driver who is of sound mind, who shall possess a valid driving license.
- 18. The Service Provider shall ensure that the drivers of the Vehicle shall be well disciplined, decently behaved and shall have proper interaction with the concerned and with the persons who travel in the Vehicle. Reports of indiscipline or misbehavior, if any shall cause the action to review the contract for fore closure.
- 19. The Vehicle inspected and approved by RRI shall only to be provided for services on regular basis during the contract period. Periodical inspection shall be carried out by the Institute on Vehicles.
- 20. The Service Provider shall keep their Vehicle duly insured comprehensively, which shall also cover insurance for passengers travelling in the Vehicle and shall maintain the Vehicle in good running condition during the contract period.
- 21. The Service Provider shall not transport or entertain passengers or goods who/which do not belong to RRI, in any or the empty trips, or cause any inconvenience by following any possible foul practices.
- 22. The Service Provider shall receive instructions for their daily routine from Transport-in-charge, RRI or in his absence from the designated officially only, and shall not act otherwise under any circumstances.



- 23. The Institute will pay monthly bill inclusive of statutory service tax within 7 working days from the date of its receipt through a Cheque in settlement of such demand, after deducting statutory taxes. The bill will be settled on as per the log book recordings on actual run basis subject to terms and conditions mentioned herein.
- 24. Request for fuel price revision will be entertained and compensated only if the prices of fuel (Diesel) increase beyond 10% from the date of commencement of contract. Every 10% increase or decrease in fuel prices will lead to a corresponding 4% increase or decrease in quoted rates. This will be based on Diesel price on the 1st of every month. Once in a month this will be reviewed.
- 25. The Institute shall have the liberty to use the Vehicle in whatsoever manner they like within or outside Bangalore irrespective of the destinations. In view of which, the Service Provider shall ensure that the Vehicle driver shall make necessary arrangements and shall facilitate to provide the intended services at all times.
- 26. The Service Provider is wholly and severally responsible for/or all the accidents or mishaps caused to the passengers or to the third parties while the vehicle is on duty or otherwise and in such event(s) Service Provider undertakes to pay the consequential damages to the person as may be awarded by the competent authorities/courts. If the Service Provider fails to comply with this undertaking and the institute if forced to pay any such damages, the institute shall have the right to deduct such payment from any monies due to the Service Provider and/or recover the same from the Service Provider.
- 27. The Service Provider may discontinue the services by giving 90 days' notice in writing. The Institute can terminate the contract by giving one-month notice without assigning any reason thereof.
- 28. The Service Provider should produce all documents issued by RTO concerned related to each Vehicle for verification.
- 29. The rates should be submitted on monthly lump sum basis as per Annexure-1. The rates given in the schedule herewith should be inclusive of all statutory taxes.
- 30. All repairs including major overall and maintenance, servicing and other expenses for the upkeep of the Vehicle, running expenses such as tyre's, batteries etc., shall be borne by the Service Provider. The wages payable to the driver of the Vehicle shall be the responsibility of the tenderer and the same should be as per the minimum wages act.
- 31. The Service Provider shall display sign board of RRI prominently on the front and rear side of the Vehicle while on RRI duty. The Service Provider shall not display RRI sign board when the Vehicle is not on RRI duty.
- 32. If the contract is terminated on the basis of non-compliance of terms and conditions of the contract, security deposit shall stand forfeited.
- 33. The Service Provider shall at all times be liable and responsible to the Institute, transport authorities while rendering services, and shall be liable for any damages, losses, inconveniences caused to the materials, goods or life of person and also property of the institute.
- 34. If any of the differences or disputes arises between the Service Provider and the Institute, it shall be settled amicably, and if not resolved, it shall be reported to the Director, Raman Research Institute, whose decision is final and binding on the Service Provider and the Institute.
- 35. All the above terms and condition shall be binding on the tenderers and in acceptance of all terms and conditions shall furnish an agreement.



- 36. All vehicles provided shall have all the necessary permits/licenses/clearances including but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate. etc. as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
- 37. All vehicles provided shall be equipped with an emergency medical first aid kit, a fire extinguisher and Hand Sanitizer.
- 38. All vehicles should be in excellent working condition (both internally and externally) at all the times. The Service Provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odor and any personal belongings of the driver.
- 39. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
- 40. The vehicle deployed shall be parked at the Buyer's/ User's premises after the duty hours if desired so by the Buyer/ User and cannot be taken-out without written permission from the Buyer/ User.
- 41. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
- 42. The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also have an active internet connection at all times where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be reachable at all times during duty hours.
- 43. The drivers of the vehicles deployed should maintain polite & courteous behavior towards the buyer/ passenger. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by Buyer/user, use of abusive language, theft, shall attract penalties as per provisions of the contract.
- 44. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be fully responsible and liable to deliver the services as per the contract.
- 45. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
- 46. The Buyer shall be entitled to use the vehicle within the scope of service specified under this Agreement/contract and at no time during or after the completion of the contract, will the ownership of hired vehicle be transferred to the Buyer.
- 47. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the Buyer.
- 48. The drivers/ staff provided by the Service Provider shall not be deemed employees of the Buyer hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws shall be the sole responsibility of the Service Provider.
- 49. Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.
- 50. The Buyer shall in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the Service Provider.
- 51. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the Service



provider's risk and shall arrange alternate vehicle

- 52. The Service Provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
- 53. The Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.
- 54. The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in off duty hours. It shall be ensured that all electrical connections including lights (brakes), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by Service Provider to avoid any inconvenience to the Buyer.
- 55. The Service Provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act. The Service Provider shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Buyer on actual basis as paid by the Service Provider.
- 56. The Service Provider must ensure that all the necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
- 57. The Service Provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the Buyer.
- 58. In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then Service Provider shall immediately notify the Buyer of the above change.
- 59. The Service Provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and especially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the Service Provider only and the Buyer shall not be liable for the same in any manner.
- 60. The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
- 61. A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the Service Provider.
- 62. In an event that Service Provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then Buyer shall have right to recover damages as per the provisions of the contract.
- 63. In the event that the Contractor/ Service Provider does not perform or carry out the activities as detailed in the scope of the agreement to the satisfaction of Principal employer/client it would be construed as breach of contract, and Principal employer/client will be at the liberty to terminate the contract by giving 3 months' notice.
- 64. The Service Provider shall maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the Buyer/ passenger. Before each vehicle /car is allotted for



duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the Buyer. On the basis of each vehicle's duty slip, the Service Provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.

- 65. The Service Provider shall be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
- 66. The Service Provider shall deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The Service Provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him. The principal point of contact for the issues arising out of this Agreement shall be the Service Provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.
- 67. The Service Provider shall maintain a complaint register in the vehicles for the complaints by the passenger travelling in the vehicle.
- 68. The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:
 - a) Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
 - b) Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable for remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
 - c) Breach of Contract/ Agreement: The contract may also be terminated if i) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any Contract/ Agreement beyond 3 instances as per buyer discretion. However, termination of this Contract shall not affect any accrued rights or remedies of either party.
- 69. Any clarification required towards submission of the offer may please be mailed to transport@rri.res.in
- 70. All disputes are subject to jurisdiction of courts in Bangalore only.



HOW TO APPLY

The tenders along with all the necessary documents may be sent to the following address in a sealed cover with the superscription 'TENDER FOR TRANSPORT SERVICES' on or before 3:00 PM of 18.10.2023 and tenders will be opened at 4.00 P.M. on the same day in the presence of the tenderers who may wish to be present.

Address for sending the tender:

The Administrative Officer (i/c) Raman Research Institute CV Raman Avenue Sadashivanagar, Bangalore - 560080



<u> Annexure – 1</u>

FORMAT FOR SUBMISSION OF FINANCIAL BID

SI.No	Vehicle	Duration	Condition	Quote/Month (inclusive of all taxes)
1.	12-Seater Non-A/c Passenger Vehicle	24 hrs	2500 km per month (except Sundays)	
2.	12-Seater Non-A/c Passenger Vehicle	12 hrs (8.30 am - 8.30 pm)	1000 km per month (except Sundays)	

Rate per every additional KM run other than as prescribed above Rs.

Rate per every additional hour used other than as prescribed above Rs.

Signature of the bidding Service Provider along with the seal.

