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**NOTICE INVITING e-TENDER**  
**TENDER NOTICE No.: BARC/MYS/ADMIN/04/2020**

**NIT Details**

On line tenders are hereby invited through **e-Tendering mode** (in two part) on behalf of the President of India by Chief Administrative Officer, Bhabha Atomic Research Centre, Mysuru for the following work from the registered Tourist/Travel Agency of Karnataka State as detailed in this tender.

i)	Name of Work	Providing vehicles for BARC, Mysuru 1) One Mini Bus (Minimum 22 seats) for transporting CISF personnel and also attend other duties at Mysuru on round-the-clock basis 2) Two vehicles of 12 & 22 seater capacity for transporting the personnel of BARC, Mysuru in round-the-clock shift from various parts of Mysuru City to BARC Site, Mysuru & back 3) Desired vehicles for various official purposes of BARC, Mysuru on as and when required basis
ii)	Estimated Cost	Rs. 1,07,00,000/- (Rupees One crore seven lakhs only)
iii)	Earnest Money	Rs. 2,14,000/- (Rupees Two lakhs fourteen thousand only)

**Note:** Earnest Money Deposit in the form of Account Payee Demand Draft/ Deposit at Call receipt/Fixed deposit receipt on any Scheduled/nationalized bank guaranteed by Reserve Bank of India payable at Mysore in favour of Pay and Accounts Officer, BARC, Mysore shall be submitted sealed cover. A part of EMD is acceptable in the form of BG also. In such case minimum 50% of the EMD or Rs. 20 Lakhs whichever is less shall be in the form prescribed above and balance can be accepted in the form of BG issued by a scheduled Bank as per enclosed form. Tenders received without EMD will be summarily rejected. Cash or cheque or any other mode towards EMD will not be accepted.

Note: EMD is compulsory. EMD exempted under NSIC is not considered for works contracts.

iv) Cost of Tender Document : NIL

v) Tender Processing Fee : Rs. 5,900/- e-payment through electronic mode  
(Non-returnable) in favour of 'M/s ITI Limited, N. Delhi

vi) Period of contract : Two years (24 calendar months)

vii) Dates for Request for : From 23.11.2020 (11.00 hrs.) to 7.12.2020 (15.00 Hrs.)  
purchase /Download of Tender Document on website [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE). Detailed NIT is also available on website [www.barc.gov.in](http://www.barc.gov.in) for view only.  
(excel /word formats)

- viii) Date of Pre-bid clarification : Not applicable
- ix) Last date and time of closing of online submission of tenders : **14.12.2020 (15.00 hrs.)**
- x) Last date for submission of original documents towards receipt of e-payment Tender Processing Fee and EMD amount : On or before 24.12.2020 **(15.00 hrs.)** at the office of Administrative Officer-III, BARC, Mysuru in a **sealed** super scribed envelope mentioning name of work and NIT Number.  
Original documents should be submitted alongwith EMD preferably in person. However documents sent by post or courier will also be considered provided the same is received within due date & time.
- xi) Date and time of online opening of tender : **31.12.2020 (15.00 hrs.)**
- xii) Intimation to Technically qualified bidders : 8.1.2021
- xii) Date of opening of Financial Bid (Part 2) of qualified bidders : **15.1.2021**

## Information, Eligibility Criteria, Evaluation Criteria ,Conditions and Instructions

### **Information:**

2. Tender document is prepared in two parts viz. Part 1(Comprising of Volume I, Volume II and Volume III) and Part 2 (Comprising of Volume IV) as stated below

**The Tender Document for the above work comprises of:**

#### **Part 1:**

##### **Volume – I: - Commercial Document**

Section – I – Notice Inviting Tender

Section – II – Terms and conditions of Contract

Section – III – General Conditions of Contract etc.

Section – IV – Special terms and conditions of contract for providing vehicle on hire

**Note: the above files are uploaded as multiple files, the bidder can download all the files.**

#### **Part 2:**

**Volume- II : Bill of Quantity & Price schedule document (Annexure-A, Annexure-B & Annexure-C )**

Note: Interested bidders should download the excel file of BOQ and bidder has to fill only unit rate in Rs. in appropriate cells marked in yellow colour in the BOQ.

Prospective Bidders or general public can see and download free of cost **PDF format** of the above documents from website [www.tenderwizard.com/dae](http://www.tenderwizard.com/dae) and [www.barc.gov.in](http://www.barc.gov.in)

To participate in the tender, Prospective Bidders are required to download all the **Word and PDF format** of Part - 1- containing Commercial documents) Vol - I( and Part – 2 – **Bill of Quantity & Price schedule document** after Login in the Home page of the website [www.tenderwizard.com/dae](http://www.tenderwizard.com/dae) with their **User ID /Password & Class III Digital Signature Certificate.**

**Prospective bidders are also required to Down Load the excel format** of Part 2 – **Bill of Quantity & Price schedule document** after Login in the Home page of the website [www.tenderwizard.com/dae](http://www.tenderwizard.com/dae) with their **User ID / Password & Class III Digital Signature Certificate** and after payment of tender processing fee.

### **Steps to download EXCEL / PDF documents are following:**

- 1) Click on **"UNAPPLIED"** button;
- 2) Click on **"REQUEST"** icon (blue colour),
- 3) Pay **TENDER PROCESSING FEE** online.
- 4) Click on **"SUBMIT"** button.
- 5) Click on **"IN PROGRESS"** button.
- 6) In status column bidder will find the tender is **RECEIVED.**

7) Bidder will be able to download required Tender Documents by clicking "EDIT ATTACHMENT" icon for any number of times till last date of submission

**Prospective bidders have to fill all the documents and upload the same without renaming it and fill up and upload the scanned copies of documents in PDF format. Letter of Transmittal is to be copied on bidders letter head and scanned copy has to be uploaded.**

The bidders have to also upload an affidavit in the following format in 100/- Stamp paper attested by a Public Notary.

**"I/ We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in BARC Contracts in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee."**

Please refer Help Manual for submission of Tender / contact Help Desk as per NIT.

The Tender documents including part 1 and part 2 will also form part of Tender Document are available on website [www.tenderwizard.com/dae](http://www.tenderwizard.com/dae) Downloads - BARC DOCUMENTS.

All the above documents will form part of Agreement after award of work to the successful bidder.

**3. Initial Eligibility Criteria:**

- (i) Certificates from the clients to whom similar services have been provided. Should have minimum 3 (three) years of experience in this field.
- (ii) Details of vehicles owned with attested copies of the RC books and other documents in support of the ownership along with details of FC and permit. The bidder should own at least 06 (Six) vehicles.
- (iii) Documentary evidence from appropriate authorities for having completed 3 similar contracts costing 40% (Rs. 42,80,000/-) or 2 similar contracts costing 60% (Rs. 64,20,000/-) or 1 similar contract costing 80% (Rs. 85,60,000/-) of the estimated value during the last seven years ending 31.3.2020.
- (iv) Bank Solvency certificate from nationalized/Scheduled Bank for a value not less than 40% of the tender amount i.e. Rs. 42,80,000/-.
- (v) Prospective bidder or his authorised representative shall bring photo identification like Passport, Voters' Identity Card, Driving License Identity Card issued by the employer/concerned authorities in original, for entry into BARC, Mysuru premises for purchase of tender documents as well as their submission. Tender documents will not be sent by post.
- (vi) Profit & Loss: Not having incurred any loss in two (02) years or more during the last five (05) years ending 31.3.2020
- (vii) Average annual turnover should not be less than 100% of estimated value i.e. Rs. 1,07,00,000/- for last three (03) years ending 31.3.2020. The turnover statement shall be furnished by the bidders in the standard format in the letter head duly certified by registered Chartered Accountant.
- (viii) Goods & Service tax registration certificate and copies of income tax filed for the last three years.

4. **Similar Works means:** For having provided vehicles with seating capacity of minimum 22 seats (Mini Bus) and more on round-the-clock basis to various Department/organisation during last three (03) years.

5. The value of executed works shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7 % per annum, calculated from the date of completion to last date of submission of tenders.

6. **Bidder should be a registered firm in India. Joint Ventures and or Consortiums are not acceptable.**

## 7. Evaluation Criteria

7.1 Part 1 i.e Techno Commercial Bids shall be opened on the stipulated date and time indicated. On opening date, the bidders can login and see the status of Bids after opening. Only those bidders who satisfy eligibility criteria shall be Evaluated.

After opening of Part "1" of tender The bidders who are meeting the minimum eligibility criteria will only be considered for further evaluation. The bids will be further evaluated on the basis of performance of any one similar completed works and/or on-going work at clients premises, if required and as per the proposal submitted by the bidder by committee constituted by BARC.

The details submitted by the bidders will be evaluated in the following manner:  
The initial criteria prescribed above in respect of experience of similar class of works completed, financial turn over, solvency certificate etc. will be first scrutinized and the bidders eligibility for the work will be determined.

Further if found eligible, Chief Administrative Officer, BARC, Mysuru may either constitute an inspection team which will visit selected worksites of ongoing/completed works of the tenderers to evaluate the capability of the tenderers or based on the documents submitted by the bidders. Chief Administrative Officer, BARC, Mysuru will evaluate based on the following:

Sl.No.	Criteria	Max. Marks
a)	Financial Strength (Form A & B)	20
b)	Experience in similar nature of works during last Seven years (Form-C)	20
c)	Performance on works time over run (Form-E)	20
d)	Performance on works quality (Form-F)	15
e)	Personnel & Establishment (Form-G)	10
f)	Proposed plant & equipment (Form-H)	15
	Total	100

To pre-qualify, the bidders must obtain atleast fifty percent (50%) marks in each criterion & 60% marks in aggregate

## **7.2 Disqualification of Techno commercial bids.**

The Department however reserves the right to verify the particulars furnished by the bidder independently and reject any bid without assigning any reason and to restrict the list of technically qualified contractors to any number deemed suitable in case too many bids are received satisfying the basic eligibility criteria. Even though a bidder may satisfy the above requirements, the bidder may be liable to disqualification if the bidder has:

- (a) Made misleading or false representation or deliberately suppressed the information or not submitted sufficient information in the forms, statements and enclosures required in the documents.
- (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures /weaknesses etc.

## **7.3 FINANCIAL INFORMATION**

Bidder should furnish the following financial information:

Annual financial statement for the last five years (as specified at 3 (v) above).

Solvency Certificate from bankers in the prescribed form **"B"**

## **7.4. EXPERIENCE IN SIMILAR WORKS**

7.4.1. Bidder should furnish the following:

- (a) List of all works of similar class successfully completed during the last seven years (in **Form "C"**)
- (b) List of all the projects under execution or awarded (in **Form "D"**).

7.4.2. Particulars of completed works and performance of the bidder duly authenticated /certified by an officer not below the rank of Executive engineer or equivalent should be uploaded for each work completed or in progress (in **Form "E"** )

## **7.5. LETTER OF TRANSMITTAL**

The bidder should upload the scanned copy of the letter of transmittal on bidder's letter head as per given format.

## **7.6. Intimation of Technical evaluation result.**

- a) The qualified bidders shall be intimated.
- b) The bidders whose technical bid does not qualify shall also be intimated.

## **7.7 Opening of Financial bid (Part 2.)**

The Financial bid (Part 2) of qualified bidders shall only be opened online on the stipulated date and time and will be informed online to qualified bidders.

### **7.8. Placement of Work order**

Financial bid shall be evaluated and approved by the competent authority before placement of work order to the successful bidder.

### **7.9. Return of EMD to unsuccessful bidders.**

EMD of unsuccessful bidders shall be returned after placement of work order.

### **7.10. Cancellation of tender by competent authority.**

The competent authority reserves the right to cancel any or all tenders or to allot part of works to different agencies without incurring any liability to the Department and without assigning any reason thereof

### **7.11. General:-**

- a. Letter of transmittal and forms for Technical qualification for the eligible category are given in subsequent paras.
- b. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. Even if no information is to be provided in a column, a "Nil" or "no such case" entry should be made in that column. If any particulars /queries are not applicable in case of the bidder, it should be stated as "Not Applicable". The bidders may please note that giving incomplete/ unclear information called for in the tender forms, or making any change in the prescribed forms, or deliberately suppressing any information, may result in disqualification of the bidder summarily.
- c. References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- d. The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of pre-qualification document unless it is called for by the Employer.
- e. Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in this Department.
- f. Prospective bidders may request for clarification of the project requirements and pre-qualification documents. Any clarification given by the Employer will be forwarded to all those agencies who have purchased the Technical qualification document.

### **g. Confidentiality Clauses: -**

#### **i) Confidentiality:**

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 the sub-contractors, consultants, advisors or the employees engaged by a party with equal force.

ii) "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 above said legislation.

iii) 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, TV or Internet without the prior written approval of BARC.

- h. In case of receipt of any adverse character and antecedent remarks /notification against the Contractor/ Company / Firm/ Proprietor and / or his Contract personnel BARC reserves absolute right to terminate the contract forthwith without assigning reason / show cause notice. Under the circumstance the Contractor will have no right to claim good any losses / liability that may be incurred as consequence to the above action initiated by BARC. BARC also reserves the right to forfeit in part / full Performance Security and /or Security Deposit in possession of the Government for failure on the part of the Contractor to abide / adhere to the Security Instruction issued by DAE / BARC from time to time.
- i. Work shall be executed according to General Conditions, terms and conditions & special terms and conditions of Contract of BARC.
- j. **Method of Application:**
- i. If the bidder is an individual, the application shall be signed by him above his full name and current address.
  - ii. If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full name and full name of his firm with its current address.
  - iii. If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case, a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
  - iv. If the bidder is a limited company or corporation, the application shall be signed by a duly authorised person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.



### **7.12. Final Decision Making Authority**

The employer reserves the right to accept or reject any bid and to annul the Technical qualification process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

### **7.13. Particulars of work are Provisional**

The particulars of the work given are provisional. These are liable to change and shall be considered only as advance information.

8. As per the security procedure in force in Bhabha Atomic Research Centre, the successful bidder shall be vetted by the Security Section of BARC before award of the work.

9. No modifications in the tender shall be allowed after opening Part 1.

10. Tenders with any condition including conditional rebate shall be rejected. However, tenders with unconditional rebate will be accepted.

11. If any information furnished by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering / taking up works in BARC in future forever. Also if such a violation comes to the notice of Department before start of work, the Engineer-in-charge shall be free to forfeit the entire amount of EMD and Performance Guarantee.

12. The time allowed for carrying out the work will be reckoned from the 15<sup>th</sup> day after date of written order to commence the work or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

13. Tender will be kept valid for **180 (One hundred eighty) days** from the Last date of closing of online submission of tenders or from the date of online submission of revised financial bids (if any) whichever is later.

14. In case the last date of receipt of original document towards Tender Processing Fee & EMD and opening of tender are declared as holiday, the respective date shall be treated as postponed to the next working day, correspondingly.

15. Original Demand Draft/Bankers Cheque/Pay Order / Fixed Deposit Receipt / Bank Guarantee, if any of a Scheduled Bank towards Earnest Money Deposit as applicable and receipt of e-payment done through electronic mode towards Tender Processing fee shall be submitted at aforementioned place, date and time otherwise Tenders are liable to be rejected and will not be processed further.

16. Cheques for Earnest Money Deposit will not be accepted.

**17.** The contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance Security before commencement of the work but not later than stipulated date of commencement. Performance Security of 5% can also be accepted in the form of Bank guarantees (in case Performance Security exceeds 1.00 Lakhs), fixed deposit receipts of Scheduled Bank or in the form of Government Securities. This period can be further extended at the written request of the Contractor by the EIC for a maximum period ranging from 1 to 15 days with late fee of 0.1% per day of performance guarantee amount.

**18.** The Security Deposit will be collected by deductions @ 2.5 % of the gross amount of the running bill of the contractors till the total security deposit recovered will amount to 2.5% of the tendered value of work. Earnest Money Deposit of successful bidder shall be returned back / refunded on receipt of Performance Security Deposit, however in case Performance Security Deposit is in the form of Bank Guarantee, Earnest Money Deposit will be released subsequent to confirmation of verification of Bank Guarantee from the issuing Bank. Security deposit shall be valid upto the expiry of guarantee period plus claim period.

**19.** If the successful tenderer, fails to furnish the prescribed performance guarantee on or before stipulated dates of commencement the department (BARC) shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. This period can be further extended at your written request to the Tender Accepting Authority for a maximum period ranging from 1 to 15 days with late fee @ 0.1% per day of PG amount. In case you fail to furnish the prescribed Performance Guarantee within extended days, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of President of India.

**20.** The acceptance of tender shall rest with department which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of the tenders received, without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.

**21.** Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

**22.** On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-In-charge shall be communicated.

**23.** The department reserves the right to accept the whole or only part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

**24. LEVY/TAXES Payable by Contractor:**

**a) Goods & Service Tax:**

i) GST Shall mean Goods & Service Tax Central, State and Inter State. The rate quoted shall be inclusive of Goods & Service Tax.

ii) The contractor should be registered under Goods & Service Tax (GST).

iii) GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in this respect.

**b) Income Tax:**

i) Income tax and other statutory levies, if any will be recovered from the Contractor's bill as per the prevailing rules. Permanent Account Number to be furnished, T.D.S. Certificate will be issued for the same. ii) As per Govt. of Karnataka Notification No. (18/2018) FD 47 CSL2017 dt. 14.9.2018 tax deduction source (TDS) under GST has been implemented in the State of Karnataka w.e.f. 1.10.2018. Accordingly, TDS @ 2% i.e. 1% SGST & 1% CGST shall be deducted directly from the bill amount. iii) Labour Welfare Tax @ 1% of the gross value of work done shall be deducted from each RA bill.

**25. Contractor should be registered under EPF & ESIC as per law.**

EPF Act, 1952:- 1) The Contractor should produce the paid Challan/Electronic Challan/Electronic Challan cum return (ECR) with name of the employees recorded in the register to concerned authorities, 2) The Contractor should submit the proof for payment made to the employees in detail before claiming the RA bills.

Any other taxes /cess as per Government directives shall be deducted from each bill paid to the contractor, from time to time.

**26.** If any tenderer withdraws his tender within the validity period and before award of work whichever is earlier or make any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall without prejudice to any right or remedy, be at liberty to forfeit 50 % (Fifty Percent) of the Earnest Money absolutely. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.

**27.** After award of work to the successful bidder, the contractor shall submit time schedule & cash flow statement for approval of Competent Authority which will form part of Agreement.

**28.** In case of receipt of any adverse charter and antecedent remarks/ notification against the Contractor/ Company/ firm/proprietor and/ or his contract personnel, consequent to the security vetting, BARC reserves absolute right to terminate the contract forthwith without assigning reason/ show cause notice. Under the circumstance the Contractor will have no right to claim good any losses/liability that may be incurred as consequence to the above action initiated by BARC. BARC also reserves the right to forfeit in part/full performance security and/ or security deposit in possession of the Government for failure on the part of the contractor to abide/adhere to the Security instruction issued by DAE/ BARC from time to time.

29.No right to claim: The Contractor personnel shall not have any indefeasible right to claim for regular appointment under BARC, Mysuru or any other DAE units under any circumstances.

**30. Instructions:**

The contractor should be registered with [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE). Those contractors not registered on the website mentioned above, are required to get registered. If needed, they can be imparted training for online bidding process as per details available on the website. The intending bidder must have valid class-III digital signature for Request for purchase/Download of Tender Document (excel/word/pdf formats). Viewing of basic documents

The bid can only be submitted/uploaded after providing details of Fixed Deposit Receipts and or Bank Guarantee of any Scheduled Bank towards Earnest Money Deposit and other documents as specified.

Tenders will be received online up to time & date as mentioned above. Part 1 will be opened on the time & date as mentioned above. The receipt of Tender Processing Fee and EMD will be checked first. If found in order, Part 1 will be opened. After opening of Part 1, for evaluation, the contractor's on-going / completed work sites & offices will be visited and their Techno-commercial Bid related documents shall be evaluated and accordingly tenderers will be qualified / disqualified by the Competent Authority as indicated in the evaluation criteria above. The Part 2 (Financial Bid) of the qualified tenderers shall then be opened at notified date and time.

31. On opening date, the contractor can login and see the status of Bids after opening.

32. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in YELLOW colour and the moment rate is entered, it turns SKY BLUE. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

33. List of mandatory Documents to be scanned from original & uploaded within the period of bid submission by bidder:

Sl. No.	Description of the document
1	Certificate of experience in this field for minimum 3 years
2	Bank Solvency Certificate
3	Details of vehicles owned with attested copies of documents i.e. RC books and other documents in support of the ownership along with details of FC and permit of vehicles

4.	Certificates: a. Certificate of Registration for GST b. PAN (Permanent Account Number) Registration
7	Tender processing fee receipts and EMD related documents. (Hard copies of the same as mentioned above to be sent within due date without which the particular offer will not be considered/opened)
8	Undertaking that the eligible similar work(s) have not been executed through another contractor on back to back basis.
9	Undertaking as per Section II forms & Clause 11 of General Conditions of Contract.
Note	The successful bidder has to submit the hard copies of all the tender documents (NIT, Specifications, Conditions, Pre-bid clarifications etc and any other documents pertaining to this tender) with signature and seal.

Note: During technical evaluation missing documents, if any, can be asked by EIC.

**34. The Bidder is required to fill the following:**

**a) Part - 1 (Technical Bid)**

**b) Part – 2 - BOQ (Financial Bid) - Annexure - A, Annexure - B & Annexure-C**

**35 a) Terms and conditions of the Contract:**

i)The contract shall commence from the date of issue of work order and shall remain in force (unless terminated earlier as provided hereinafter) for a period of two years and the contract may be extended for a further period of one year at the discretion of the Competent authority by mutual consent, on the same terms & conditions. Competent authority also reserves the right to terminate the contract at any time without assigning any reasons therefor by giving 30 days notice of his intention to do so in writing to the contractor and the contractor shall not be entitled to any compensation by reason of such termination. The contract can be terminated by the contractor by giving 90 days notice in writing. However, in special circumstances, the contract can be terminated by the Competent authority by giving 24 hours notice in case of any serious complaint/offence against the contractor or his employees.

ii)All the vehicles must have valid permit to run in the territory of Karnataka State. Only tourist registered “Yellow board” vehicles should be provided. Vehicles provided under the contract should be not older than 2017 model. The Contractor shall produce documentary evidence showing the year of manufacture and registration certificate of the vehicle. The vehicles deployed should be registered in the name of Company/Travel Agency/Proprietors only.

iii)If the Contractor fails at any time to render the services under this contract satisfactorily in the opinion of the Competent authority whose decision shall be final and binding on the contractor, the Competent authority may, at his discretion, get the work done by other parties at contractor’s risk and cost. The contractor is liable to reimburse the loss/extra expenditure incurred by the Competent authority in this regard and the contractor is not entitled to saving, if any, on this account.

iv)The Contractor shall quote the rates only if they are able to provide those vehicles as desired by BARC as indicated in annuexure `A`. The vehicle must be available at any time of any day as desired by BARC. The vehicle should be at the disposal of BARC as and when required. The transport operator and driver shall be bound to carry out the instructions of the BARC as well as the Officers assigned to the vehicle.

- xiii) The vehicle deployed shall be registered with the concerned transport authorities of State Government. A certificate to this effect should be provided by Contractor. No sub-contracting will be permissible by Contractor.
- vi) The contractor shall, ensure satisfactory services including timings, uninterrupted services, maintenance of the vehicles, and timely deployment of the manpower. Contractor is also required to indicate the name / contact number who can be contacted for giving instructions, as & when required.
- vii) BARC will not be liable under relevant sections of Motor Vehicle Act 1988 and IPC causing death or permanent liability developed by the vehicle supplied by the contractor.
- viii) The quotation may be submitted in the enclosed proforma (annexure - A, B & C) along with this tender document, duly signed in all pages with date and seal. The hire charges quoted should be all-inclusive such as diesel/oil, drivers bata, meals and other obligations like comprehensive Insurance covering passenger risk, third party property and any other liability, etc. Rates should be quoted in figure as well as in words. In case of any discrepancy, rate quoted in words will be taken into account.
- ix) No other charges except the rates quoted in the Annexure - A, B & C will be paid. No request for revision of rate shall be entertained during the period of contract.
- x) The Contractor shall ensure that the vehicles provided by him are periodically serviced at his own cost and shall not claim any charges for consumables or repairs of his vehicle. The vehicle provided should be in perfect running condition. He shall ensure that the vehicle interiors (seat covers & curtains etc.) are kept in neat and tidy condition.
- xi) If the vehicle goes out of order, the Contractor shall provide a substitute vehicle immediately. In case vehicle does not report on time/does not report at all, the BARC would have the right to hire a vehicle from the market & the additional cost incurred by BARC on this account shall be deducted by the Contractor's bill.
- xiv) Only well-experienced Drivers, holding valid driving license and clear Police Verification Certificate shall be appointed for vehicle operation. The drivers of the vehicle must follow traffic rules and other regulations prescribed by the Government from time to time.
- xiii) The drivers must observe all the etiquette and protocol while performing the duty. He must be neatly dressed, should wear proper uniform & must carry mobile phone in working condition, for which no separate payment shall be made by BARC.
- xiv) BARC shall be under no obligation to accept the lowest tender and reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- xv) Conditional bids shall not be accepted and are liable for outright rejection.
- xvi) In case of frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.

**35 (b) PENALTY :-**

Sl. No	Cause of Penalties	Amounts (Rs.)
1.	Vehicle not reporting to duty at the designated place and time	Rs. 300/- per hour per vehicle
2.	Reporting late for duty or breakdown or meets with an accident while in use or missed scheduled trip for any reason or is not available for operation	Rs. 300/- per hour or part thereof

3.	Unclean or Non road worthiness of vehicle deployed	Rs. 500/- per incident
4.	Misbehavior of driver/Not performing duty/Rash driving	Rs. 500/- per incident
5.	For not following safety instructions by drivers	Rs. 250/- per incident
6.	Drivers not wearing proper uniform while on duty	Penalty of Rs. 100/- per day will be Levied
7.	Penalty for not providing arrangement and facilities as per safety guidelines	Rs. 500/- per unsafe act
8.	Proportionate deduction from the payment will be made for non-operating the services regularly.	

### 36. Special Terms and conditions of the contract:

i)The Contractor should own at least 06 (Six) vehicles- in his name and submit R.C Book and other documents in support of his ownership along with the bid. The vehicle proposed to be provided for transporting CISF personnel and also attend other duties at Mysuru, on hiring basis –round-the-clock should have minimum authorised seating capacity of 22 persons and the vehicles proposed to be provided for transporting the personnel of BARC, Mysuru in round the Clock Shift from various parts of Mysuru city to BARC site, Mysuru and back, one should have minimum authorized seating capacity of 12 persons and the other should have minimum authorized seating capacity of 22 persons.

The Contractor should have a separate ESI and EPF code obtained from the competent authority.

ii)Vehicles (round the clock) are required for all days in a month.

iii)Parking space (rent free) as available at BARC shall be used for the vehicles.

iv)Vehicles should be well maintained, well upholstered and comfort seating arrangement. The vehicles are to be registered in the Contractor's name with RTO as a commercial vehicle. The vehicle RC book, Insurance (comprehensive), Driver' license etc. are to be kept up-dated and produced for inspection whenever required. Vehicle should be of latest model.

v)Only well-experienced drivers holding valid license will be appointed for vehicles operation.

vi)Minimum two (or more) drivers shall be deployed for round-the-clock shift operation of the Vehicles.

vii)Complete credentials (personal details, residential address, etc) of the drivers to be appointed along with their valid driving licenses (in original) shall be produced after placement of the work order and before starting the operation for obtaining necessary security clearances. The driver must observe all the etiquette and protocol while performing the duty.

viii)The Vehicle should report for duty as directed by the Chief Administrative Officer, BARC, Mysuru or his nominated representatives. The drivers will follow strictly the time-schedule specified by representatives of Chief Administrative Officer, BARC, Mysuru. The route for transporting the personnel of BARC, Mysuru in round the Clock Shift from various parts of Mysuru city to BARC site, Mysuru and back, shall be decided by the Chief Administrative Officer, BARC, Mysuru or his nominated representative and subject to vary as per the requirements of BARC.

ix)The contract will be valid for two years from the date of issue of work order.

x)The contract will be terminated without any liability at the discretion of the Project Director without any notice, if

The services rendered are found not satisfactory.

The vehicle supplied is not conducive for use.

xi)No escalation / de-escalation for price of fuel shall be allowed during 1<sup>st</sup> six months of contract. However, for any escalation / increase in the fuel price (after six months) beyond the rate prevailing at the time of submission of Tender (viz Petrol Rs. 76.47 and Diesel Rs. 68.06), the actual increase in price will be considered for compensation. The fuel consumption rate of the vehicle will be taken as 8 km/liter for the purpose of calculation of compensation.

xii)Similarly, in case of de-escalation / decrease in the fuel price (after six months) the actual decrease shall be taken into account, at the time of settlement of monthly bills. The basic rate of fuel will be as on date of opening of tender (viz Petrol Rs. 76.47 and Diesel Rs. 68.06).

The compensation shall be worked out as per the following formula given below : -

$$\frac{(\text{Fuel rate as on 1}^{\text{st}} \text{ of the months} - \text{Fuel rate as on date of opening of tender}) \times (\text{Actual Kms. Covered in month})}{N (\text{Fuel consumption rate of the vehicle})}$$

xii)A vehicle logbook is to be maintained by the driver on a day-to-day basis and got signed from an officer nominated by the Chief Administrative Officer, BARC, Mysuru.

xiv)After completion of one calendar month, the bills together with the trip sheet will be submitted to the Chief Administrative Officer, BARC, Mysuru or his nominee, by the operator before 5<sup>th</sup> of every month and the payment will be made by Pay and Accounts Section, BARC, Mysuru.

xv)Any amount payable by way of Toll tax or any other levy imposed by the State/Central Govt. shall be reimbursed at actuals subject to the production of original receipts. No other charges other than the rates approved will be paid.

xvi)In any month, if the bus runs less than prescribed limit, the difference between actuals and the prescribed limit will be compensated during subsequent months

xvii)No request for revision of rate shall be entertained during the period of contract, except for Sl. No. 35 (xi) & 35 (xii).

xviii)The hire charges quoted is all-inclusive and should include, comprehensive Insurance covering passenger risk, third party liability, etc. In case of any accident, all the claims arising out of it, shall be met by the Contractor.

xix)In case the vehicle is not available for any trip as per schedule or part of a day / full day as required, for reasons such as breakdown, maintenance etc., an alternative arrangement has to be made by the operator/tenderer. In case no other vehicle is made available by the operator such trips for part of a day / full day as ordered, for reasons such as breakdown etc., an alternative arrangement shall be made by the Chief Administrative Officer, BARC, Mysuru. The hire charges for such alternate vehicle will be deducted from the bill for each trips / day / part of the day of non-availability in addition to recovery of penalty of Rs. 1000/- per day and Rs. 500/- for half day.

xx)In case of non-compliance of any of the instructions referred to above, penalty amount referred at Sl. No. 35 (b) or an appropriate amount, decided by the Chief Administrative Officer, BARC, Mysuru will be recovered from the monthly bill of the contractor.

xxi)A notice of 60 days is required for cancellation of the contract by either party.

37. The contract is subject to Mysuru jurisdiction only.



**Notes:**

1. Registered contractors can only purchase/download & submit/upload tenders after paying requisite fees.
2. Interested agencies may visit website [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE) for registration.
3. Contact for assistance for registration and participation in e-Tendering:
  - Mr. Seeraj: 09686196773
  - Mr. Mohan: 09108952261
  - Helpdesk Support: 1800 425 5048/080 40482197/080 40482116
  - Toll free Number: 1800 425 5048
  - [Tenderwizard.com/DAE](http://Tenderwizard.com/DAE) under contact buttons
4. Email Ids for sending request for Site visit. Bidders should send complete details of person going to site visit / attending Pre bid meeting.  
To: [aoiirmp@barc.gov.in](mailto:aoiirmp@barc.gov.in) (0821-2406442)  
CC: [admrmp@barc.gov.in](mailto:admrmp@barc.gov.in) (0821-2406430)
5. In case difference between wordings of English and Hindi version of NIT, the English version will prevail.

Chief Administrative Officer  
For and on behalf of President of India

**Important Dates****Name of the work: Providing Vehicles (3 Nos.) on hire for BARC, Mysuru**

Sl. No.	Tender activity	Dates and time	
		From	To
1	Request for purchase/ download of Tender Documents	23.11.2020 (11:00 Hrs.)	7.12.2020 (15:00 Hrs.)
2	Last date of submission of PQ queries by bidders to be clarified in Pre-bid meeting	NA	
3	Pre- bid meeting	NA	
4	Reply to Pre-bid Queries	NA	
5	Last date and time for closing of On line submission of tenders	14.12.2020 (15:00 hrs)	

6	Last date for submission of original documents of Tender Processing Fee & EMD	<b>24.12.2020 (15:00 Hrs.)</b>
7	Online Opening of PQ bid & Technical bid ( Part-1)	<b>31.12.2020 (15:00 hrs).</b>
8	Intimation to Technically qualified bidders *	<b>8.1.2021</b>
9	Opening of Financial Bid (Part 2) *	<b>15.1.2021</b>
10	Issue of Work order *	<b>By last week of February 2021</b>

Note 1: In case if any of the dates falls on a holiday of BARC then next working day shall be considered for the same.

Note 2: \* indicates the dates are tentative and shall be confirmed during tendering activities.

