Sealed Tenders are invited for and on behalf of the President of India by Officer-In-Charge (OIC), Seismic Array Station (SAS), Seismology Division, Bhabha Atomic Research Centre (BARC), Hossur, Gauribidanur, Chikkaballapur, Karnataka-561 210 from reputed Contractors who are fulfilling eligibility criteria for providing ‘one Non-AC Mini-Bus (Tempo Traveller/SML/Force, Diesel, BS-IV) of 20 seater capacity (with Driver)’ for use of SAS, BARC, Gauribidanur on hiring basis for a period of two year as per details below:

1. **Vehicle requirement :-**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Tender No.</th>
<th>Vehicle (Make &amp; Model)</th>
<th>Purpose</th>
<th>Year of initial Registration</th>
<th>Kms. per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>BARC/PD/TS/008/2019</td>
<td>One Non-AC Mini-Bus (Tempo Traveller/SML/Force, Diesel, BS-IV) of 20 seater capacity (with Driver and Fuel)</td>
<td>For use of SAS, BARC, Gauribidanur as shuttle service</td>
<td>2016 or later</td>
<td>3300kms/month for 12 hours/day for all days in a month.</td>
</tr>
</tbody>
</table>

2. **Tender Schedule :-**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-bid meeting with probable Tenderer</td>
<td>23 September 2019 at 14:30 Hrs</td>
</tr>
<tr>
<td>Closing date of Tender document from BARC website</td>
<td>30 September 2019</td>
</tr>
<tr>
<td>Last date for submission of Tender document</td>
<td>30 September 2019 before 17:00 Hrs</td>
</tr>
<tr>
<td>Date &amp; Time of opening of tenders at Gauribidanur</td>
<td>1 October 2019 at 11:00 AM</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs. 24,000/- to be submitted along with Tender documents in the form of DD (Demand Draft) on any Nationalized or Scheduled Bank drawn in favour of “Pay &amp; Accounts Officer, BARC.”</td>
</tr>
</tbody>
</table>
3) Tender document along with terms & conditions can be downloaded from Govt. of India Website [http://www.barc.gov.in/tenders](http://www.barc.gov.in/tenders). Quotes against downloaded documents are to be submitted along with EMD as above without which quote will be summarily rejected.

4) Copies of following are to be enclosed:

<p>| | |</p>
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</tr>
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</table>
| 1. | (a) Registration certificate of vehicle/s.  
(b)Comprehensive Insurance Policy and Road Tax receipts of the vehicle/s. |
| 2. | Copy of Registration of Firm issued by Karnataka Shop and Establishment Act or Company Act. |
| 3. | PAN Card No., GST NO., ESI & EPF Number of Firm/Company/Owner |
| 4. | Solvency Certificate for last 6 months issued by Bank (for Rs.2,00,000/-) |
| 5. | Experience certificate for last 5 years along with ongoing contracts information |

5) The agency must have a minimum of 3 years experience in supply of vehicles to Central Government/ State Government Department/ Public Sector Companies. Proof of experience along with Ongoing Contract relating to supplying the vehicle to be enclosed with the tender document.

6) Self certificate that the firm has not been black listed by any Central Government/ State Government Department/ Ministries/ PSU/ Bank etc/ (Annexure-I) should be enclosed.

7) The prospective Tenderer may contact over phone no. 08155-283528 on last date of submission to ensure the receipt of their Tender in this Research Centre, after dispatching Tender Document before last date of submission by **Speed Post /Registered Post** only.

8) Tender may be submitted in a sealed cover superscribed as ‘Tender No: BARC/PD/TS/008/2019, for ‘one Non-AC Mini-Bus (Tempo Traveller/SML/Force, Diesel, BS-IV) of 20 seater capacity (with Driver & Fuel)’ for use of SAS, BARC, Gauribidanur addressed to Officer-In-Charge (OIC), Seismic Array Station (SAS), Seismology Division, Bhabha Atomic Research Centre (BARC), Hossur, Gauribidanur, Chikkaballapur, Karnataka-561 210 on or before 30-09-2019 up to 17:00 Hrs.

9) BARC reserves the rights to reject any or all tenders in part or full without assigning any reasons, whatsoever.

(B. V. Dinesh)  
Officer-In-Charge  
Seismic Array Station (SAS), BARC, Gauribidanur  
For & on behalf of President of India
**Instruction to the Bidders**

1. The Tender shall be submitted before the due date and time.

2. The Tender shall include the original tender documents and EMD as stipulated in the NIT.

3. The Tender shall be sealed in a cover superscribing the Tender No. and name of the work. The name and address of the bidder shall also be mentioned on the main cover and other envelopes.

4. The bidder shall quote the rates in Annexure-II given in the Tender Document both in figures as well as in words for the hired vehicles.

5. Delayed tenders (tenders received after last date and time for submission of tenders) & late tenders (tenders received after date and time for opening of tenders) will not be considered for awarding contract.

6. Tender documents received on or before last date and time for submission shall be opened on the date and time as mentioned in NIT.

7. The bidders are advised to inspect and survey the vehicle routes and satisfy themselves before submitting their tenders. The bidder shall be deemed to have full knowledge of the routes, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

8. The bidder shall be deemed to have carefully read, studied and understood all the clauses of the tender documents.

9. Govt. Banned / blacklisted contractor(s) should not submit the Tender documents.
Terms and conditions :-

1) The period of contract shall be for two years which shall be extendable for one year on same terms and conditions (if required).

2) The make and model of one Non-AC Mini-Bus (Tempo Traveller/SML/Force, Diesel, BS-IV) of 20 seater capacity (with Driver) should be of year 2016 or later. The Mini-Bus should have permit to ply anywhere in Karnataka.

3) Rates may be quoted for running a minimum distance of 3300 kms/month for 12 hours/day for all days in a month for Non-AC Mini-Bus (Tempo Traveller/SML/Force, Diesel, BS-IV) of 20 seater capacity (with Driver & Fuel).

4) In addition to normal work it can be used to respond to any emergency situation.

5) The vehicles shall be maintained in good running condition with good upholstery, fitness, good tyres and shall commensurate with the image of BARC. The tyres of the vehicles shall be replaced periodically and always with brand new tyres and not retreaded ones.

6) The vehicle should be free from all sorts of defects and will be subjected to inspection by a representative of BARC whose decision is final and binding as regards suitability of that particular vehicle.

7) The vehicle should be with a board “ON GOVERNMENT OF INDIA DUTY”.

8) The cost of Fuel/Oil/ Lubricant, maintenance of vehicles, taxes, comprehensive insurance, etc. shall be payable by Contractor and BARC shall have no liability other than monthly charges towards usage of the vehicles. No Toll charges, parking charges will be paid.

9) Contractor is required to submit to OIC, SAS, BARC, Gauribidanur, copies of the following documents at the time of commencement of the contract.
   a. Registration Certificate of the vehicles.
   b. Comprehensive Insurance Policy and Road Tax receipt of the vehicles.
   c. Name, Address, Tel/Mob No., E-mail address of a person to contact in emergency.

10) The drivers of the vehicles shall maintain Log Book supplied by BARC and are required to obtain the signature of the users whenever the hired vehicles are used.

11) Contractor are required to deploy same vehicle on day-to-day basis.

12) No revision of price shall be entertained during the period of contract.

13) In the event of breakdown of vehicle, alternative vehicle should be provided immediately. In case of failure to provide alternative vehicle within 2 hours, this centre would hire a vehicle on daily basis and the expenditure would be debited to your account besides imposing penalty of Rs.2000/- per day. If the number of breakdowns exceed three times in a month a penalty of Rs.3000/- per breakdown shall be imposed.

14) In case of absence of vehicle even for a day, proportionate payment towards a day will be deducted from monthly bill besides imposing a penalty of Rs. 2000/- per day.

15) The charges for extra kms. over and above 3300 kms a month is fixed at Rs.10/- per km. If monthly run is less than 3300 Kms an amount of 10/- per Km would be deducted for the short fall. However, such deduction would be restricted to maximum of 200 Kms.
16) No subletting of contract shall be entertained by BARC.

17) Contractor are required to insure the vehicle and also follow other guidelines as stipulated in Motor Vehicles Act 1988 as amended from time to time.

18) Though vehicles will be used during all days in a month, the vehicle shall be kept free preferably on Sunday and necessary maintenance may be undertaken.

19) “Income Tax at Source” as per the rates applicable will be deducted and remitted to IT Department. You are therefore required to furnish firm’s PAN details/GIST NO.

20) Contractor may submit the Invoice/Bill (in the name of the Firm) for the previous month by 5th of the succeeding month which would be scrutinized with reference to Log Book and payment released within a reasonable time. You should provide Bank Accounts details (Name of the Bank, Bank Account No., IFSC Code, Branch Code) of the Firm along with the Invoice/Bill. Reimbursement of GST at actual is on submission of proof of remittance of GST.

21) The undersigned is at liberty to terminate the contract even during the contract period by giving a notice of 30 days. However, Tenderer / contractor is required to give 3 month’s notice for terminating the contract from his side.

22) BARC reserves the right to reject any or all quotations in part or full without assigning any reasons.

23) Contractor shall quote the rates in the format given (Annexure- II) in the tender document both in figures as well as in words. The sealed quotations should be in his letter head and may be sent to the following address preferably by speed post so as to reach on or before 30-09-2019 by 17:00 hrs.

   Officer-In-Charge (OIC),
   Seismic Array Station (SAS), Seismology Division,
   Bhabha Atomic Research Centre (BARC),
   Hosur-561 210, Gauribidanur, Chikkaballapur, Karnataka.

   Contractor may invariably telephone to us on ☎️08155-283528 and confirm receipt of his quotation by us on 30 September 2019 (before 17:00 hrs). The quotations received after the due date, by fax / email will not be considered.

   The quotations will be opened @11:00 AM. on 1st October 2019 at SAS, BARC, Gauribidanur.

24) Change if any, in the office of Firm/ Company address after award of Contract may be intimated to OIC, SAS, BARC, Hosur, Gauribidanur, Chikkaballapur, Karnataka-561 210, .

25) Security vetting of the Firm/Company will be carried out by this Centre. Adverse remarks, if any, found during the Security vetting shall liable to terminate the Contract immediately.

26) Music system and media storage devices like Pen Drives, CDs installed, if any, will be subjected to Security check at BARC Gates and even inside BARC at any time. No music system should be used inside BARC.

27) **Cost of Bidding**

   The Tenderer shall bear all costs associated with the preparation and submission of his bid, and BARC will in no case be responsible and liable for these costs.
28) **Contents of Bidding Documents**

28.1. Submission of a bid by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be executed.

28.2. The Tenderer shall submit the Bid, which satisfies each and every condition laid.

29) **Amendment of Bid Documents**

29.1. Before the deadline for submission of bids, BARC may modify the bidding documents by issuing addenda.

29.2. Any addendum so issued shall be part of the bid documents as well as Contract document and shall be displayed on BARC’s tender website [https://www.barc.gov.in/tenders](https://www.barc.gov.in/tenders) alongside the concerned NIT. Prospective Tenderers shall refer the concerned website of BARC.

29.3. To give prospective Tenderers reasonable time to take an addendum into account in preparing their bids, BARC may extend the date for submission of bids, if necessary.

30) **Bid Security/Earnest Money Deposit (EMD)**

   a) The Tenderer(s) shall be required to pay Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand Only) each in the form of Demand Draft drawn on any Nationalized or Scheduled Bank in favour of ‘Pay & Accounts Officer, BARC’ payable at Mumbai. EMD in cash or in the form of cheque or in any other form will not be accepted.

   b) The bids received without Earnest Money Deposit (EMD) shall be summarily rejected without any further correspondence.

   c) The EMD of unsuccessful Tenderer shall be refunded without interest after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier.

   d) The successful bidder’s EMD shall **not be converted** as part of Performance Security. Performance Bank Guarantee is to be furnished for the full amount towards Performance Security (5% of the value of contract) and the EMD will be discharged upon the bidder’s acceptance of the contract.

   e) Interest shall **NOT** be payable on the Bid Security / Earnest Money Deposit.

31) **Performance Security**

Performance Guarantee shall be 5% of the contract amount to be submitted in the prescribed format. Performance Guarantee shall remain valid for a minimum period of **sixty days** beyond the date of completion of all contractual obligations as per the tender document. The time allowed for submission of the Performance Guarantee shall be within 7 days from the issue of the Letter of Intent. For extension of time for submission of Performance Guarantee, the NIT approving authority shall charge interest on per day basis but extension shall not exceed by another 7 days. However, in case last day of submission of Performance Guarantee happens to be a bank holiday, the last day of submission shall be the next working day. If the tenderer fails
to furnish the prescribed Performance Guarantee within the prescribed period, the earnest money shall be absolutely forfeited to the President automatically without any notice. In case of forfeiture of earnest money as above, the bidder shall not be allowed to participate in the re-tendering process.

32) **Acceptance of Bid**

a) Acceptance of bid by BARC shall be communicated to the Tenderer through a ‘Letter of Intent’ along with format of Performance Bank Guarantee, followed by detailed Work Order, which shall form part of the Contract. Failure and negligence to accept the ‘Letter of Intent’ on the part of the Tenderer shall entitle BARC to **forfeit the Earnest Money Deposit (EMD)** submitted by the Tenderer. The decision of BARC, in this regard shall be final and binding.

b) No intimation shall be sent to the unsuccessful Tenderers.

c) BARC reserves the right to cancel the contract even after acceptance without assigning any reason whatsoever thereof.

d) BARC is not bound to accept the lowest tender.

33) **Security Deposit (SD)**

Security Deposit shall be collected @ 2.5% by deduction from the running bills as well as the final bill. Security Deposit kept with BARC shall not bear any interest. The Security Deposit shall be refunded after satisfactory completion of the contract based on the certification received from the OIC, SAS, BARC, Gauribidanur.

34) **Validity of Bids**

The bidder shall keep the bid valid for acceptance by BARC for a minimum period of 120 days from the date of opening of the Price bid. However, the parties shall be free to extend this period by mutual agreement.

35) **Performance of work**

The work shall be performed or the services shall be provided by the Contractor in accordance with the specification(s) described in the “Letter of Intent” and “Work Order” of contract. However, changes/modifications if any, required during the execution of contract may be carried out as per the mutual agreement between the parties and such changes/modifications shall form part of this contract.

36) **Specification of vehicles**

36.1 The contractor shall always keep the vehicles fit in all respects for operation in accordance with Motor Vehicles Act, 1988 & Rules made there under by the States and existing laws as may be applicable and amended from time to time. Valid documents (Registration Certificate, Insurance Certificate, Passenger permit and road permit, fitness certificate, PUC etc.) should be available in the vehicles/with the driver during operation of the vehicles. Responsibility for any lapses in this regard shall be that of Contractor.
36.2 The vehicles should be insured comprehensively to cover the risk or injury to and loss of life of the passengers and driver and third parties by law including damages to property belonging to them.

37. **Duties and Responsibilities of the Contractor**

37.1 It shall be the responsibility of the Contractor to complete the execution of the contract, render the services specified by BARC in the contract or specified from time to time.

37.2 The contractor shall always provide a spare wheel with proper tools with each vehicles, spare wheels with proper tools shall be kept at designated place, not inside the passenger compartment.

37.3 The contractor shall not use retreaded tyres for the vehicles.

37.4 The contractor shall observe the safety and maintenance provisions indicated in Motor Vehicles Act, 1988.

37.5 The contractor shall provide and maintain First Aid Box in each vehicle as per the prescribed norms.

37.6 The Contractor will keep BARC fully indemnified from and against all claims, costs and charges arising out of personal injury to their employees. The contractor will be solely responsible to meet claims arising out of accidents, third party claims/fatal & serious injuries and damage to their properties.

37.7 All repairs including major overhauls and maintenance, servicing, and other expenses for the upkeep of the vehicles, running expenses such as diesel, oil, tyres, and batteries shall be borne by the contractor. Contractor shall carry out preventive maintenance before the onset of monsoon.

37.8 All payments as may be required for obtaining different permit and licenses in contractor’s line of business will be obtained by the Contractor at their cost.

37.9 The Contractor shall not carry passengers other than employees authorized by BARC.

37.10 The Contractor shall immediately replace the driver or cleaner if any complaint is received against them.

37.11 The Contractor shall produce the original documents of the vehicles under contract of BARC for verification as and when called for by BARC authorities.

37.12 The vehicles should be comprehensively insured to cover the risk of injury to and loss of life of the passengers and driver and third parties by law including damages to property belonging to them.

37.13 Any indiscipline by the Contractor’s workman within the premises while on duty will make them liable for penalty and BARC will also be entitled to terminate the contract. The security rules as framed from time to time shall be strictly complied with by them.

37.14 In order to avoid mishap/accident, Contractor shall ensure that only skilled drivers (having driving license to drive heavy vehicle/passenger vehicles) with two years experience in the trade before the date of commencement of the contract are deployed on vehicles and they observe all rules/precautions in this regard.

37.15 The Contractor shall be solely responsible for violation of the above stipulation.

37.16 If the vehicle is involved in any accident or mishap and as a result thereof, any employee/s suffer/s any injury or die, then the Contractor shall be liable to pay compensation including cost of medical treatment of the injured persons or damages as may be assessed by the Competent Authority.

37.17 The Contractor shall engage the drivers who possess valid driving license, having minimum two years vehicle driving experience on vehicles, having thorough knowledge of traffic rules /
road safety precaution. The Contractor should certify that the character and antecedents of the driver, cleaner deployed on duty has been verified from Police Authorities. Police Verification Certificate in respect of drivers and cleaners should be furnished to BARC.

37.18 The Contractor shall ensure that the drivers do not carry any inflammable/contraband material in the vehicles.

37.19 The driver of the vehicles should follow the traffic rules strictly.

38 Termination of Contract

38.1 The Contractor may withdraw the contract by giving 90 days notice in writing to BARC.

38.2 BARC may close the contract by giving 30 days notice in writing.

38.3 BARC shall have the right any time during the duration of the contract to suspend, terminate or cancel the services of the contractor within 24 hrs notices. Termination of Contract shall be on any of the following:-

i. Default by Contractor;

ii. Failure to deliver any or all of the services within the specified timing as specified in the contract;

iii. Failure to perform any other obligation(s) under the contract;

iv. Failure to take remedial action for its failure within the period given by BARC for remedial action.

38.4.1 In the event, the contract is terminated due to reasons of unsatisfactory performance, negligence or inordinate delays, in providing of services, BARC shall forfeit the Security Deposit fully or partially as may be decided by BARC.

38.4.2 The right to terminate the contract shall be vested with BARC without prejudice to any other remedy for breach of contract either available under the contract or the law of the land.

38.4.3 In case BARC terminates the contract in whole or part, BARC shall not pay any compensation in any form to the Contractor for the balance work.

39 Foreclosure of the Contract

39.1 It shall be within the authority of BARC at any time after acceptance of the bid to foreclose or reduce the scope of the work for any reason whatsoever, either partly or wholly by giving a written notice of not less than 30 days to the Contractor. In such an event, the contractor shall have no claim whatsoever on account of any profit(s) or advantage(s) which the contractor might have derived from the work in full but for the reasons of the foreclosure of the whole or part of the provision of vehicle services.

39.2 The decision of the Competent Authority with regard to the foreclosure of the contract and/or reduction of the scope of work shall be final and binding for which no disputes whatsoever shall be raised by either of the party to this contract.

40 Defect Liability

If any defect or inadequacy occurs while providing vehicle services by the Contractor, the decision of the In-charge, Traffic regarding “defect or inadequacy” in the work so carried out and service rendered shall be final and binding. In case, despite the specific request by BARC to the Contractor to rectify or remedy the defect or inadequacy so pointed out and brought to the notice of the Contractor, the Contractor fails and neglects to rectify the same, within the time frame given by BARC for such rectification then BARC shall be within its right to correct such defects or the inadequacy(s) rectified from a third party at the costs and risks of the
Contractor. It shall be within the right of BARC to adjust/recover such additional costs, so incurred by BARC from the payments due and payable to the Contractor.

41 Insurance

The Contractor shall take and maintain all necessary insurance at his own cost.

42 Settlement of Disputes

42.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning and interpretation of the terms of the contract and instructions herein before mentioned or as to the quality and adequacy of the services so rendered and arising out of these conditions, whether during the progress of the services or after completion or abandonment or cancellations thereof, shall be referred to the sole arbitration of the person to be appointed by the Director, BARC.

42.2 It is a term of the contract that the party who initiates arbitration proceedings shall specify the dispute to be referred to the arbitration under this clause together with the amount or amounts claimed in respect of each such dispute(s).

42.3 Arbitration proceeding shall be conducted in accordance with the provisions contained in the Conciliations and Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and the rules and regulations so framed thereunder and for the time being in force.

43 Compliance of Labour Laws

43.1 The Contractor shall declare and warrant that they are legally entitled to do the business of providing transport and hold the requisite license and/or permit for the same from the appropriate authorities.

43.2 The contractor shall employ his own drivers, cleaners during the period of contract and shall pay their wages through Bank Account of the Drivers and Cleaners employed and comply with the statutory provisions and BARC shall not, in any manner, be responsible for the same.

43.3 The Contractor shall comply with all statutory rules, regulations and labour legislations such as Shops and Establishment Act/Contract Labour (R &A) Act, 1970. The Minimum Wages Act, 1948 and the rules made there under, E.P.F. Act – 1952/ESO Act, 1948 etc., and he will be solely responsible for any breach of the said acts/rules, regulation notification and labour legislations and also for any payment of fees, duties, levies etc. there under, present and future.

43.4 The contractor shall be fully responsible for compliance with relevant orders, rules, issued by Government or local bodies from time to time. The Contractor shall indemnify BARC against any action brought against it for any violation/non-compliance of any of the Act, Rules etc.

43.5 The Contractors shall maintain such documents as may be necessary by law and as instructed by BARC from time to time. These should be available for inspection at any time.

43.6 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause and not thereafter.

43.7 It is also a term of the contract that neither party to this agreement shall be entitled to the interest on the amount of award.

44 Resolution of Disputes
Notwithstanding anything contained in this Contract, all question, disputes or differences whatsoever, between the parties to the Contract, arising out of or relating to the construction, meaning and operation or interpretation of provision of the Contract or matter related thereto, whether during the currency of the Contract, or its failure or after the completion of the contract, shall be settled by sole arbitrator to be nominated and appointed by the Director, BARC and there will be no objection that the arbitrator is an employee of BARC and that he had to deal with matters related to Contract or that in the course of his duties as an employee of BARC had expressed views on all or any other matters in question, dispute or difference. The award of the arbitrator shall be final and binding on the parties to the Contract. In an arbitration invoked at the instance of either party to the contract, the arbitrator would be free to consider the counter claim of the other party even though they are not mentioned in the reference to arbitration. The provision of the Arbitration & Conciliation Act, 1996 and Rules made there under and / or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. Notwithstanding the commencement or continuance of the arbitration, the parties shall continue performance of the contract with due diligence.

45 Compliance of RTO Rules

45.1 The Contractor shall ensure that the driver carries valid driving license while on duty.
45.2 Speed as notified by the RTO/City Authorities shall be adhered to and the drivers shall be instructed accordingly.
45.3 The driver shall always carry the valid and required documents of the vehicles while on duty.
45.4 The Contractor shall be liable to bear all taxes, charges, levies, fines, penalties etc. payable in respect of the aforesaid vehicles.
45.5 Declaration of additional taxes/levies by the Government during the period of contract will be reimbursed by BARC on submission of sufficient proof of and receipt of payment made by the Contractor.
45.6 The Contractor shall be liable and responsible for non-fulfilment/compliance of all or any of the statutory requirements under the Motor Vehicle Act 1988 or any other act for the time being in force.

46. Safety & Security

46.1 In order to avoid mishap/accident, contractor shall ensure that only skilled drivers (having driving license to drive Passenger Vehicles and Badges issued by the Transport Authority) with sufficient experience in the trade are deployed on vehicles and they observe all rules/precautions in this regard. The Contractors shall ensure that drivers do not exceed normal speed limit, and shall further ensure that his crew is deployed on duty after adequate rest to avoid accident due to over fatigue. The contractor shall be solely responsible for violation of the above stipulations.
46.2 The Contractor shall always abide by the rules and regulations of BARC/Department of Atomic Energy pertaining to Security and Safety.
46.3 The Contractor or his representative shall not divulge to any one, any confidential information obtained during the course of work.
46.4 The Contractor shall be responsible for the safety and security of vehicles.
46.5 The Contractor shall be responsible for any damages to the vehicles or any death or injury to the driver or any other person travelling in the vehicles in case of any accident.
47. **Set off clause**

Whenever any claim or claims for payment of a sum of money arises(s) out of or under this contract against the Contractor, BARC shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the aforesaid purpose, BARC shall be entitled to withhold, the said cash, security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or if no security has been taken from the Contractor, BARC shall be entitled to withhold and have a lien to retain extent of such claimed amount or amounts referred to supra from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with BARC or Government or any person contracting through BARC pending finalization or adjudication of any such claim. It is agreed term of this contract that the sum of money or moneys so withheld or retained under the lien referred to above by BARC will be kept, withheld or retained as such by BARC till the claim arising out of or under the contract is determined by BARC or Arbitrator or by the Competent Court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor for the purpose of this clause where the contractor is a partnership firm or limited company, BARC shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/Limited Company, as the case may be whether in his individual capacity or otherwise.

48. **Corrupt Practice**

The Tenderers/Contractors shall not offer or agree to give any person in the employment of BARC any gift or consideration of any kind as “inducement” or “reward” for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract/s. Any breach of the aforesaid condition by the contractors, or any one employed by them or acting on their behalf (whether with or without the knowledge of the contractors) or the commission of any offence by the contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 or the Prevention of Corruption Act by Public Servants, shall entitle BARC to cancel the contract and then to recover from the contractor the amounts of any loss arising from such cancellation of contract.

49. **Billing**

49.1 The Contractor shall submit the bill to the OIC, SAS, BARC, Gauribidanur for each calendar month duly completed in all respects by 5th of succeeding month so as to enable BARC for arranging payment at the earliest possible. The bill will be supported by a statement showing the details of date wise run of the duly certified by officer-in-charge.

49.2 If the bills are sent back for any correction to the contractor, the date of re-submission of the bill after correction will be considered the date of actual submission of the bill.

49.3 The account details i.e. Name of the Bank, Account Number, IFSC Code, Branch code etc. should be submitted along with the first bill for speedy/ECS payment.

49.4 **Taxes and Duties:**
Income Tax @ 2%, Surcharge, Primary Education Cess and Secondary and Higher Education Cess on Income Tax as applicable will be deducted from the payments made to contractor. Goods & Services Tax (GST) as applicable as per the extant order on the subject shall be paid by the Tenderer to the concerned Department. TDS on GST as applicable as per the extant order on the subject shall be deducted from the monthly bills/final bill. Any other taxes/cess as per Government directives shall be deducted from the payments made to from time to time.

50. Payment

50.1 The Contractor shall not be paid any hire charges for not providing the Transport Service due to any reason.

50.2 The payment to the Contractor shall be made by SAS, BARC, Gauribidanur based on service provided and shall be made through RTGS/NEFT only within 30 days from the date of receipt of the bill by Transport Section. However, the Contractor shall not be entitled to claim any interest for delayed payment due to unforeseen reasons.

51. Force Majeure

51.1 Force Majeure is herein defined as any cause which is beyond the control of the Contractor and BARC, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as Natural Phenomena, including but not limited to floods, droughts, earthquakes, and epidemics. Other phenomena include but not limited to hostilities, riots and civil commotion and declared lockout in Transport business.

51.2 Decision of BARC will be final as to which cause will be declared as force majeure. No penalty will be imposed for force majeure.

51.3 During the period of Force Majeure condition, no payment shall be payable to the Contractor for the service not provided by him.

52. Compliance with the terms and conditions

52.1 The performance of the contract shall be monitored periodically and in case services are found unsatisfactory i.e., the condition of vehicles deteriorates, frequent break down, improper maintenance, use of retreaded tyres, unavailability of fuel in the vehicle, non displaying of ‘ON GOVERNMENT OF INDIA DUTY’ portable sign board, misuse of ‘ON GOVERNMENT OF INDIA DUTY’ portable board, non availability of documents of the vehicle, license etc. with the driver, non availability of spare wheel and tools, non availability of First Aid box and medicine therein, unpunctuality in duty by the driver/conductor, misbehaviour of the driver/conductor with the employees, driver/conductor under influence of alcohol, disobedance of the transport staff/traffic rules.

52.2 In case of the non compliance of any of the terms and conditions of the contract, BARC reserves the right to terminate the contract at any time without assigning any reason by giving 24 hours notice in writing and the Contractor shall not be entitled to any compensation, whatsoever, by reason of such termination and Security Deposit will be forfeited.

52.3 If the contract is terminated on the basis of non compliance of the terms and conditions of the contract, Security Deposit shall stand forfeited.
53) **CONFIDENTIALITY**

a) 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.

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

c) ‘Restricted information’ categorized 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 contractor, sub-contractor, Consultants advisor or the employees of a contractor will invite penal consequences under the aforesaid legislation.

54) **Prohibition against use of BARC’s name without permission for publicity Purposes:**

The contractor of sub-contractor, consultant, advisor 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

55) **BARC’s Rights:**

BARC reserves the right for the following:

a) Rejection of the offer without assigning any reason whatsoever.

b) Rejection of offer if found that incomplete/ false information has been provided with the Tender document.

c) To Review the services performed by the Contractor and to ask for any clarification, changes/modifications, if any, shall be carried out on mutually discussion and agreed upon between BARC and Contractor. It shall be incorporated by the Contractor in the work without any dilution of the responsibility of the Contractor.

56) **Serving of notices:**

Any notice(s) by the parties, shall be deemed to have been given if served personally or by registered letter. The address of BARC for serving notices is:-

Officer-In-Charge (OIC), Seismic Array Station (SAS), Seismology Division, Bhabha Atomic Research Centre (BARC), Hossur, Gauribidanur, Chikkaballapur, Karnataka-561 210 ☎️ 08155-283528.

(B. V. Dinesh)
Officer-In-Charge
Seismic Array Station (SAS), BARC, Gauribidanur
For & on behalf of President of India
**ANNEXURE – I**

**DECLARATION**

I/We hereby declare that I/We have read, noted and accepted all the terms and conditions of the tender document. The information furnished with this tender is true to the best of my/our knowledge. Any wrong information found on my/our part at any stage shall be liable for rejection/termination of my/our tender contract, if awarded to me/us cancellation of Work Order. I also certify that the Firm/Company has not been blacklisted by any Central Government/State Government Department/Ministries/PSU/Bank.

<table>
<thead>
<tr>
<th>Signature of Contractor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Signatory</td>
<td></td>
</tr>
<tr>
<td>Capacity in which signed</td>
<td></td>
</tr>
<tr>
<td>Stamp of the Individual Firm or company</td>
<td></td>
</tr>
</tbody>
</table>

Date:  
Place:
ANNEXURE – II

**Quotation for hiring one Non-AC Mini-Bus (Tempo Traveller/SML/Force, Diesel, BS-IV) of 20 seater capacity (with Driver)**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Make of Vehicle</th>
<th>Year of Model</th>
<th>Rates for 3300 kms/month for 12 hours/day for all days in a month for shuttle timings as per Annexure IIA.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Non-AC Mini-Bus (Tempo Traveller/SML/Force, Diesel, BS-IV) of 20 seater capacity (with Driver and Fuel)</td>
<td></td>
<td>Rs.</td>
<td>(In words)</td>
</tr>
</tbody>
</table>

1.) The vehicle will be utilized on all working days of a month.

2.) The rates offered include Petrol, Oil, Lubricant (POL), Permit, Insurance, Maintenance charges, Toll charges & Parking Charges, GST.

<table>
<thead>
<tr>
<th>Signature of Contractor</th>
<th>Name of the Signatory</th>
<th>Capacity in which signed</th>
<th>Stamp of the Individual Firm or company</th>
</tr>
</thead>
</table>

Date:

Place:
### Annexure-IIA

**Shuttle Bus Service Timing**

<table>
<thead>
<tr>
<th>Mon-Sat</th>
<th>BARC Colony to GBD</th>
<th>07:30, 10.00*, 15:30, 18:00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gauribidanur Town to colony</td>
<td>8:30, 12:00*, 16:30, 18:30</td>
</tr>
<tr>
<td></td>
<td>26(Kms)X4(trips)X24(days) = 2496 km</td>
<td></td>
</tr>
<tr>
<td>Sat*</td>
<td>BARC Colony to Bangalore</td>
<td>07:30</td>
</tr>
<tr>
<td></td>
<td>Bangalore to BARC Colony</td>
<td>16:00</td>
</tr>
<tr>
<td>Sun</td>
<td>10:00</td>
<td>12:30</td>
</tr>
<tr>
<td></td>
<td>26(Kms)X4(days) = 104kms</td>
<td></td>
</tr>
</tbody>
</table>

*on need basis

The above times can change depending on convenience of staff which would be specified at the time of award of contract.

Total kms run per month approximately : 3300kms
# TECHNICAL DETAILS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name &amp; Registered address of the Contractor Organization/Agency with phone number, fax number, e-mail etc.</td>
<td>:</td>
<td>:</td>
<td>:</td>
</tr>
<tr>
<td>2</td>
<td>Name and designation of contact person with telephone/mobile number etc.</td>
<td>:</td>
<td>:</td>
<td>:</td>
</tr>
<tr>
<td>3</td>
<td>Details of Vehicles</td>
<td>Please see Annexure (III-A)</td>
<td>:</td>
<td>:</td>
</tr>
<tr>
<td>4</td>
<td>IT returns of firm/Company for the year (Copies attached)</td>
<td>2016–17</td>
<td>2017–18</td>
<td>2018–19</td>
</tr>
<tr>
<td></td>
<td>YES</td>
<td>YES</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>PAN NO. of firm/Company</td>
<td>:</td>
<td>:</td>
<td>:</td>
</tr>
<tr>
<td>6</td>
<td>GSTIN No.</td>
<td>:</td>
<td>:</td>
<td>:</td>
</tr>
<tr>
<td>7</td>
<td>ESI &amp; EPF No.</td>
<td>:</td>
<td>:</td>
<td>:</td>
</tr>
<tr>
<td>8</td>
<td>Solvency Certificate for last 6 months issued by Bank</td>
<td>:</td>
<td>:</td>
<td>:</td>
</tr>
<tr>
<td>9</td>
<td>Details of Experience in last 5 years along with ongoing contracts (attach documentary proofs)</td>
<td>Sr. No.</td>
<td>Agency for whom contract executed</td>
<td>Value of Work</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Details of EMD (DD No., Name of the Bank, Dated)</td>
<td>DD No.</td>
<td>dtd.</td>
<td>for Rs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Payable at</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature of Contractor**

**Name of the Signatory**

**Capacity in which signed**

**Stamp of the Individual Firm or company**

**Date:**

**Place:**
ANNEXURE – III (A)

(A) Tender No. : No. BARC/PD/TS/008/2019;

(B) USER DIVISION : SAS, BARC, Gauribidanur;

(C) Kms RUNNING FOR ONE MONTH: 3300kms/month for one Non-AC Mini-Bus (Tempo Traveller/SML/Force, Diesel, BS-IV) of 20 seater capacity (with Driver)

I) Details of existing Vehicle/s with contractor which can be deployed under the contract :-

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the owner of the vehicle</th>
<th>Make of Vehicle</th>
<th>Registration No. of vehicle</th>
<th>Year of initial registration (2016 or later)</th>
<th>Services required (days &amp; time)</th>
<th>Insurance Policy details</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>Non-AC Mini-Bus (Tempo Traveller/SML/Force, Diesel, BS-IV) of 20 seater capacity (with Driver &amp; Fuel)</td>
<td></td>
<td></td>
<td>On all days in a month</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

II) Whether agree to provide the 2019 Model of one Non-AC Mini-Bus (Tempo Traveller/SML/Force, Diesel, BS-IV) of 20 seater capacity (with Driver) for the above rate.

If yes, whether within how much time it will be provided.

Signature of Contractor

Date: 

Place: 

Name of the Signatory : 

Capacity in which signed : 

Stamp of the Individual Firm or company : 

**CHECK-LIST**

Please put X in the applicable Box.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender submitted in a sealed cover super scribed as ‘Tender No: BARC/PD/TS/008/2019, for ‘one Non-AC Mini-Bus (Tempo Traveller/SML/Force, Diesel, BS-IV) of 20 seater capacity (with Driver and Fuel) on hiring basis’ for the use of SAS, BARC, Gauribidanur</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Rates offered have been written in words and figures</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Annexures I, II, II(A), III &amp; III(A) have been signed and attached.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Each page of Tender document have been signed and attached.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Copies of following attached:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) Registration certificate of vehicle/s.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Comprehensive Insurance Policy and Road Tax receipts of the vehicle/s.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Copy of Registration of Firm issued by Karnataka Shop and Establishment Act or Company Act.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>PAN Card copy of Firm/Company/Owner</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>GSTIN NO.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>ESI &amp; EPF No.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Solvency Certificate for last 6 months issued by Bank (for Rs.2,00,000/-)</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>IT returns of the Firm/Company for the years 2016-17, 2017-18 &amp; 2018-19 attached.</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>EMD for tender (Please indicate DD No., Date &amp; name of the Bank) attached.</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Details of Experience along with ongoing contract.</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Check List signed</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Contractor : 

Name of the Signatory : 

Capacity in which signed : 

Stamp of the Individual Firm or company : 

Date:  

Place: