

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
LIQUID PROPULSION SYSTEMS CENTRE  
VALIAMALA, TRIVANDRUM 695547, KERALA  
PURCHASE & STORES**

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Date : 18/02/2020

**INVITATION TO TENDER**

M/s

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Our Ref No : AX25 2019-033560-01

Tender Due: 16:00 Hrs ISTon 18/03/2020

Dear Sirs,

Please submit your sealed quotation , in the Tender Form enclosed here along with the descriptive catalogues / pamphlets / literature ,superscribed with Our Ref.No. and Due Date for the supply of the following items as per the terms & conditions mentioned in Annexure( Form No: DOS:PM:20 )

S.No.	Description of Items with Specifications	Unit	Quantity
1	Rate contract for hiring of Petrol or Diesel Tourist Taxi vehicles on monthly hire basis to LPSC Valiamala for a period of 2 years as per the terms and conditions stipulated in the Annexure 1	NOS	55


DELIVERY AT: LVF  
MODE OF DESPATCH BY ROAD  
DUTY EXEMPTIONS EXEMPTED

SPECIAL INSTRUCTIONS NIL

SPECIFIC TERMS DOS:PM:20

**INSTRUCTIONS TO TENDERERS:**

- Note:-1. Scope of work, Technical Details and Price bid format as per Annexure:- I  
2. TWO-PART Terms and conditions as per annexure:- II  
3. Compliance Matrix as per annexure:- III

  
For and on behalf of the President of India  
The Purchaser



## Annexure- I

### TAXI CONTRACT ON MONTHLY RENTAL BASIS

#### 1.0 PERIOD OF CONTRACT:

The Contract shall be initially valid for a period of 24 months from the date of award of Contract. However, LPSC reserves the right to extend the same for further period up to one year on mutual agreement or short close the same by giving one month prior notice in writing without any financial obligation on either side.

#### 2.0 SCOPE OF WORK:

The scope of this rate contract is to supply of Air Conditioned **Diesel / Petrol** light vehicles of different make & types as tabled below. The vehicles shall not be older than 4 years on the date of publication of tender. The vehicles shall be hired on monthly basis to LPSC, Thiruvananthapuram for the transportation of men and materials.

Description of Vehicles: TABLE 1

Sl.No.	Main Category Name	Sub Category Name	Type of Vehicle	No.of Vehicles required	Mileage
1	A	A1	Innova Crysta	3	10 kmpl
2	B	B1	Innova	3	11 kmpl
3		B2	Mahindra Marazzo	3	11 kmpl
4	C	C1	Toyota Etios	46	15 kmpl
5		C2	Honda Amaze		15 kmpl
6		C3	Maruthi Suzuki Swift Dzire		15 kmpl

If sufficient number of offers for category A is not received, then offers for vehicle from categories B1,B2,C1,C2 and C3 in the respective order will be considered for the remaining vehicles.

If sufficient number of offers for sub category B1 is not received, then offers for vehicle from sub category B2 will be considered and vice versa for the remaining vehicles.

If sufficient number of offers for category B is not received, then offers for vehicle from categories A, C1, C2 and C3 in the respective order will be considered for the remaining vehicles.

If number of vehicles quoted with lowest acceptable rate in the main category C is more than the required; preference will be given to the subcategories C1, C2 and C3 in the respective order.

If number of vehicles quoted with lowest acceptable rate in any subcategory is more than the required, preference will be given to the latest registered vehicle.

### **3.0 MONTHLY BASIS CATEGORY:**

Monthly hire basis category means vehicles are hired for one month. In a calendar month if the vehicle is utilized for minimum 22 days, it is eligible for one month full payment as detailed below. During 22 days period, the total vehicle utilization shall be for a minimum of 2970 Kms.

Payment will be made in full, if the vehicle service is made for minimum 22 days in a month even though the kilometer covered is less than 2970, subject to clause no 4.0.3 b (Penalty clause for non satisfactory performance.)

If LPSC has not utilized a vehicle for minimum 22 days in any month or minimum 2970km, payment will be made in full for that particular month.

If the contractor is failed to supply the vehicle for 22 days in any month, the payment will be deducted on pro-rata basis from the monthly hire charges in addition to the penalty for absence as per clause no. 4.0.2

Pro-rata basis calculation for one day ( In case of deduction )

Hiring charge for one day	=	Monthly Hire Charge/22 for one day
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If the distance travelled by a taxi is more than the monthly hire kilometer, the payment for the additional kilometer will be made using the agreed rate per kilometer.

If any vehicle is used for more than 22 days in any month, the payment for the additional days will be made for the actual kilometer run by the vehicle during that additional days.

### **4.0 PENALTY CLAUSES:**

Penalties will be levied on the contractor, for the following mentioned reasons:  
Amount of penalty will be deducted from the subsequent bill.

**4.0.1 MAJOR PENALTY:** The following incidents happening during the currency of the contract are considered as major and shall attract termination of the contract of the subject vehicle for non –compliance as per the terms and conditions.

Sl.No.	Incidents
1	No Valid Registration / Fitness Certificate
2	No Valid Insurance Certificate
3	No Valid Contract Carriage Permit
4	Log book tampering / forgery subject to clause 4.0.2.15
5	Odometer tampering/ forgery subject to clause 4.0.2.16

#### 4.0.2 MINOR PENALTY:

Sl. No.	Contract Terms	Penalties for non-compliance		
		1 <sup>st</sup> Time	2 <sup>nd</sup> Time	3 <sup>rd</sup> Time
1	Back up vehicle to be provided as per clause no 11.14	Rs.200/-	Rs.500/-	Rs.1000/-
2	Absence of the vehicle	Rs.500/- per day		
3	Driver refused to take a trip while on duty	Rs.100/- per instance.		
4	Vehicle missing without any information	Rs.500/-	Rs.1000/-	Driver will be terminated
5	Up keeping of vehicle	Rs.200/-	Rs.300/-	Rs.400/-
6	Driving License of the driver shall be always kept with the driver	Rs.100/-	Rs.200/-	Rs.500/-
7	All relevant documents shall be available in the Vehicle	Rs.200/-	Rs.500/-	Rs.1000/-
8	Uniform of the driver as per clause no.12.8	Rs.100/-	Rs.150/-	Rs.200/-An increment of Rs.50/- for every additional instance
9	Vehicle delay beyond 10 min to 30 min.	Rs.150/-	Rs.300/-	Driver will be terminated
10	Vehicle delay beyond 30 min	Rs.500/-	Rs. 750	
11	Misbehavior with staff / Operation in charge or his representative	Rs.500/-	Rs.1500/-	Driver will be terminated
12	Vehicle Driving under the influence of Alcohol or any kind of intoxication.	Driver will be terminated		
13	Smoking while driving the vehicle.	Rs.500/-	Rs.1500/-	Rs.3000/-
14	Over speeding / Rash driving / Traffic violation of the vehicle inside ISRO campus	Rs.150/-	Rs.200/-	Rs.500/-
15	Log book tampering / forgery	1 <sup>st</sup> time:- Manipulated kilometer will be deducted and Rs.500/- as penalty will be levied.		
		2 <sup>nd</sup> time:- Manipulated kilometer will be deducted and Rs.1000/- as penalty will be levied.		
		3 <sup>rd</sup> time:- Will be treated as Major penalty		
16	Odometer tampering/ forgery	1 <sup>st</sup> time:- Manipulated kilometer will be deducted and Rs.500/- as penalty will be levied.		
		2 <sup>nd</sup> time:- Manipulated kilometer will be deducted and Rs.1000/- as penalty will be levied.		
		3 <sup>rd</sup> time:- Will be treated as Major penalty		
17	Non Air Conditioned journey	Rs.1/- per Kilometer		

#### **4.0.3 OTHER PENALTY:**

##### **a) Penalty for Absence:**

For the following reasons the contractor shall provide a substitute vehicle in the same main category in place of the hired vehicle for a maximum of **14** days in a stretch.

1. Due to breakdown of the hired vehicle.
2. For obtaining annual Fitness Certification.

Providing substitute vehicle is limited to one time in each month. The acceptability of the substitute vehicle is under the discretionary power of operation in charge.

In case of absenteeism of a driver, the contractor shall change the driver for the particular date with one day advance information. The exchange of driver shall be allowed only one time in a month for a particular vehicle.

The change of driver/vehicle is allowed only with the prior consent of the officer in charge of TOMD/LPSC.

If the contractor failed to provide driver / substitute vehicle a penalty of Rs.500/- per day on every absence will be imposed.

##### **b) Penalty for non-satisfactory performance:**

If the vehicle is not running for the daily hire average of 135 km (ie. Monthly hire Kilometer / 22 =  $2970/22 = 135\text{km}$ ) in any day due to the non-performance of the driver a penalty as detailed in Table 2 will be imposed.

**Table 2**

No.of days	Total Distance covered during the days	Assured Minimum average for the days = ( 2970 / 22 ) x A	Distance due for these days = C - B	Per km. rate quoted ( in Rs. )	Penalty Amount = D x E ( In Rs.)
A	B	C	D	E	F
10	1200	1350	150	R	150 x R
17	2010	2295	285	R	285 x R
20	2000	2700	700	R	700 x R
22	2900	2970	70	R	70 x R

##### **c) Penalty for Non Air Conditioned journey**

The vehicles shall always be operated with the air-conditioner working. In case of technical snag with the air-conditioner midway during the trip, the contractor shall rectify the same before next trip. For the distance operated without air-conditioner, the hire price shall be calculated as Non Air Conditioned

journey and a penalty of Rs.1 per kilometer will be imposed, and will be deducted in their subsequent bills.

#### **4.1 MISCELLANEOUS CHARGES:**

Any extra charges like temporary inter-state permit, toll charges, parking fees at Airport, Railway Station, etc. incurred during the duty shall be reimbursed subject to the following conditions

- 1) Submission of original invoice issued by the concerned government/local authorities.
- 2) Registration number of vehicle shall be duly incorporated in the invoice.
- 3) The invoice shall be endorsed by the official using the vehicles.
- 4) The toll charge paid through FASTag shall be reimbursed against submission of FASTag statement certified by operation in-charge.

**However penalties due to violation of traffic rules shall not be reimbursed.**

For all trips with night stay is required, the drivers shall take accommodation at ISRO guest houses wherever available. If the guest house is not available, the drivers can avail the private accommodation with the prior approval of head TOMD. However the reimbursement shall be limited to maximum of Rs.450 /- per day. Reimbursement will be made against the submission of original bill signed by the concerned driver and duly approved by Head TOMD.

#### **4.2 NIGHT HALT ALLOWANCE:**

Our normal duty hours are 06.00am to 19.30hrs. But the drivers will be required to do overtime duties. No extra payment will be made for the additional hour used. However an overtime allowance will be payable as per the table below.

Sl. No.	Allowance Type	Vehicle utilization Time Slab	Amount	Remarks
1	Night Allowance	If the vehicle is utilized beyond 19.30hrs	Rs.75/- per every completed hour is applicable.	The maximum night allowance payable in a day will be Rs.450/-
		For eg, 1. If the vehicle is utilized till 19.45hrs, no night allowance will be payable. 2. If the vehicle is utilized till 20.31 hrs. night allowance will be Rs.75/- ( 75 x 1 ) 3. If the vehicle is utilized till 22.45hrs night allowance will be Rs.225/- ( 75 x 3 )		
2	Early morning allowance	If the vehicle is utilized Before 06.00am, overtime allowance shall be Rs.50/- per every completed 30minutes. The maximum early morning allowance payable in a day will be Rs.450/-		

The payment will be made only if a certification by the first boarding / last alighting official as the case may be is obtained in the log sheet quoting the time with counter sign by the user.

The driving time for journeys without any passenger will be calculated at the rate of 1 minute 30 seconds for each 1 kilometer.

**5. GARAGE POINTS:**

The garage points for the vehicles shall be any place from Table 3. The to and fro distance from the garage will be counted for making the payment for each day.

**Table 3**

Sl.No.	Garage Point	Sl.No.	Garage Point
1	Karakulam	2	Vattiyoorkavu
3	Pappanamcode	4	Thampanoor
5	Manacadu	6	Eanchakkal
7	Pettah	8	Thumba
9	Kazhakkuttam	10	Sreekaryam
11	Pattom	12	Mannamthala
13	Vattappara	14	Peroorkada

**6. PRICE VARIATION:**

The unit hire prices quoted will be firm and fixed during the currency of the contract. However the price variation will be accepted only on account of retail diesel price variation and not on any other account. Further, the price variation will be considered only on account of diesel price variation irrespective of whether the vehicle offered is petrol / diesel variant. Variation in rate per km will be effective only on account of every 5%(Five) increase or decrease in retail diesel price in Thiruvananthapuram in a single spell or different spell over a period of time during the contract. The price of retail diesel price will be recorded on first working day of every week and average of these prices in a month will be considered for the price revision. The revised rate will be applicable from the first day of the following month when diesel price variation of 5% is happened.

**7. MILEAGE OF VEHICLES:**

LPSC has fixed the average mileage in KMPL for each class of vehicles as mentioned in Table 1. This KMPL shall only be used in the price variation formula. This KMPL is firm and fixed during the currency of the contract and parties are bound to accept the same.



## 8. **PRICE VARIATION FORMULA:**

The prevailing retail price of diesel at Thiruvananthapuram corporation area on the last date of submission of tender will be the reference price for the price variation formula. The diesel price at any given time will be based on the rates available at official websites of IOCL, BPCL and HPCL will be referred for calculation.

The method of calculating the revised rate / km will be as follows:

Revised rate per km= Existing rate/km+(Diesel price after revision - old price) / Mileage

Example:

Let Existing rate / km for Innova Car	=	Rs. A
Diesel price before revision	=	Rs. B
Revised diesel price	=	Rs. C
Mileage of the vehicle	=	10
Revised rate per km for Innova Car (AC)	=	$A + \{ (C - B)/10 \}$

The revised rate per km arrived will be rounded off to nearest 10 paise

The same procedure will be adopted in the case of price decrease for fuel also.

In that case the revised rate per kilometer will be calculated as follows:

Revised rate per km= Existing rate/km-(Old price - Diesel price after revision) / Mileage

Example:

Let Existing rate / km for Innova Car	=	Rs. A
Diesel price before revision	=	Rs. B
Revised diesel price	=	Rs. C
Mileage of the vehicle	=	10
Revised rate per km for Innova Car (AC)	=	$A - \{ (B - C)/10 \}$

The revised rate per km arrived will be rounded off to nearest 10 paise

The next revision will be done when the hikes / decreases in retail diesel price accumulated to 05% on the revised diesel price from the last revision.

## 9. **ELIGIBILITY CRITERIA:**

- 9.1 Any individual, Society, Travels, Travel Agents, Firms / Company who can supply a minimum of 20 vehicles shall only be eligible to participate in this tender.
- 9.2 The bidder must have valid GST Registration and PAN card. Proof of GST and PAN shall be attached along with the tender.
- 9.3 The tender shall be submitted with the details of all the quoted vehicles in the prescribed Format 1.

- 9.4 Contractor shall have a valid mobile phone connection for effective communication and monitoring.
- 9.5 A contractor shall be ready to provide the quoted number of vehicles at any time.
- 9.6 Only vehicles with yellow number board along with valid taxi permits and Insurance shall be allowed as taxies. LPSC reserves the right to refuse/restrict payment and terminate the contract in case unauthorized vehicles are provided as taxis.
- 9.7 Air Conditioned Diesel / Petrol vehicles shall only be quoted.
- 9.8 LPSC employees and their dependent relatives should not be a contractor / driver, and vehicles in their names also will not be considered. A declaration in this regard in the prescribed Format 3 shall be attached along with the offer.

**10. CONDITION OF THE VEHICLE:**

- 10.1 Well maintained vehicles with neat and tidy upholstery only to be provided. Sufficient spares viz. spare wheel, tools etc. should be available with the vehicle to take care of emergency repairs.
- 10.2 Vehicles which are not older than 4 years of age on the date of publication of tender shall only be supplied. If not satisfied with the condition of the vehicle, LPSC reserves the right to reject any vehicle provided by the Contractor even if the vehicle is less than 4 years old, and the Contractor should provide another vehicle to the utmost satisfaction of the Department.
- 10.3 Sun control film shall not be stuck on the window glass as per the norms stipulated by the Motor Vehicle rules and the interior of the vehicle shall be visible for the security personnel without lowering the window glass.
- 10.4 The dickey space (boot space) of the vehicle shall be completely available for the use of our material transportation within the campus as well as to other work centers, VSSC, Airport etc. External Speakers, Speaker Box, Woofers etc. shall not be kept in the dickey.

**11. TAXI CONTRACTOR'S RESPONSIBILITY:**

- 11.1 The contractor shall be held responsible for:
  - a. Claiming of higher time & Kilometer than the actual
  - b. Misbehavior of Driver
  - c. Indulging in manipulation of meter reading and time
  - d. Tampering of speedometers
  - e. Over speed of vehicle inside ISRO campus.

In case anyone is found guilty, a suitable action including termination of the contract may be taken by the department and the decision of the Department will be binding on the Contractor.

- 11.2** It is contractor's responsibility to obtain a police clearance certificate with verification of character and antecedents of the taxi driver posted to LPSC. Initially, the entry pass will be provided only for a maximum of 7 days and any further permission for the drivers must be supported with a police clearance certificate.
- 11.3** The contractor shall supply necessary log sheets A4 size to the drivers for recording the journey details. Sample log sheet will be provided once contract is finalized. The paper quality of the log sheet shall be got approved by TOMD/LPSC.
- 11.4** Contractor shall give strict instructions to the taxi drivers that they should not make any entries in the log sheets other than the vehicles details & entries of travel between their garage to duty starting point/LPSC and back to garage after completion of duty. In case any driver is found guilty, the whole log sheet will not be considered for payment.
- 11.5** It is the responsibility of the contractor to strictly instruct the drivers that all column of the table in the log sheet is required to be filled by the concerned official using the vehicle and the Taxi shall be produced before TOMD official every day to examine the condition of vehicles, speedometer reading and documents. It is mandatory to follow the above said procedure to get the bills cleared for payment.
- 11.6** The drivers posted to LPSC must have minimum 3 years' experience in driving the light vehicles and shall possess valid driving license to drive taxi vehicle. He should be mentally stable and his behavior shall suit the organizational status. Driving after consuming alcohol is a serious offence and will be viewed very seriously; the contractor shall ensure that drivers having alcohol addiction are not deputed to LPSC for duty.
- 11.7** In case of any strike or Bandh, civil commotions and other disturbances, the Contractor shall make earnest efforts for plying the vehicles as usual and if any problem arises, the same should be immediately intimated to LPSC Transport Division officials and follow their instructions.
- 11.8** In situations like curfew, labour unrest etc. the contractor should make all efforts to operate vehicles with the assistance of Police authorities. The payment of hire charges shall be made for only such trips that are actually operated subject to the minimum slab rate prescribed. In the event of any strike or unrest by the employees of the Contractor, he shall make alternative arrangements to operate the vehicles at his own cost and risk. In case, the Contractor fails to make alternative arrangements, LPSC reserves the right to arrange vehicles at the cost of the Contractor and the cost of alternate arrangements will be deducted from the running bills of the Contractor.
- 11.9** The contractor shall follow the rules and regulations of LPSC. Our security personnel (CISF) have the right to inspect the vehicles and the driver at any time during the duty period inside ISRO Campus.
- 11.10** All cost and liabilities arising out of any accident or traffic offense are solely the responsibility of the taxi contractor. LPSC officials will not be a party to any dispute arising out of accident or traffic offense

- 11.11** In case of any damage to the LPSC property due to an accident by your vehicle within the premises, the vehicle will be permitted to take out only after remittance of the amount towards the damages. The decision of the Department regarding the amount of damages will be final & binding on the Contractor and the amount should be paid without any demur. Department will also have the option of recovery of the amount from the pending bills of the Contractor.
- 11.12** During the currency of the rate contract, the ownership of the vehicles shall not be transferred without the written consent of the Department.
- 11.13** The contractor shall not be allowed to change the inspected and accepted vehicles during the rate contract period. If they are willing to replace with new vehicles of similar model, the Department may accept subject to inspection.
- 11.14** In case of an accident / breakdown of a vehicle midway during the trip, It is the responsibility of the contractor to arrange a backup vehicle within half an hour to complete the allotted trip. If the contractor fails to arrange a backup vehicle, alternate arrangements will be made by LPSC and the cost of the alternate arrangement will be deducted from the running bills of the Contractor. This will attract an additional penalty as detailed in minor penalty clause no.4.0.2.1

**12. TAXI DRIVER'S RESPONSIBILITY:**

- 12.1** Driver of the vehicle shall possess all documents as required by RTO in the vehicles such as RC book, Insurance certificate, PUC Certificate, Taxi permit, valid driving license with badge and TOMD officials reserve the right to verify the same at any time during LPSC duty.
- 12.2** The taxi driver shall ensure that the entries in the log/trip sheets be written legibly by the taxi users. Name, Staff code No. of the person using the vehicle, purpose, starting and closing time & Km. should be written against their signature. Incomplete and illegible log sheets will not be entertained for payment.
- 12.3** It is the duty of the taxi driver to make necessary entries in the log sheet like the vehicle details, details of dead mileage from garage/zone to our office while reporting for duty and termination of a day's duty separately in a row if the vehicle is reporting/ terminating to/ from LPSC campus. Similarly, for vehicles reporting/terminating at any place other than our campus, the actual distance from garage to the reporting place in the beginning of a day's duty and actual distance from duty termination place to garage/zone after completion of a day's duty shall be entered by the taxi driver in separate rows without clubbing with the actually used distance by LPSC.
- 12.4** The distance and time from the respective garage to the starting point and termination point of a day's duty will be counted for calculation of charges per day and it should be recorded in the log sheet promptly.

- 12.5 Speedometer reading in the vehicle should always tally with the entries in the log/trip sheets and TOMD officials reserve the right to verify the same at any time during LPSC duty.
- 12.6 The driver of the taxi must produce the vehicle and log/trip sheet before TOMD officials periodically for verification of speedometer readings, entries in trip sheets, documents and vehicle condition.
- 12.7 The taxi driver shall follow the rules and regulations of our Department and our security personnel (CISF) have the right to inspect the vehicles & the taxi drivers posted to LPSC at any time during the duty period inside ISRO Campus.
- 12.8 The taxi driver shall compulsorily wear neat & clean uniform (Normally White shirt and black pants) while on LPSC duty as per the existing MV act. No extra payment will be made to Contractor by LPSC for providing uniforms to drivers deployed for LPSC duty.
- 12.9 The taxi driver should bring a base model mobile phone (without camera and memory card provision) with a network connection from any one of the service providers in Kerala region. LPSC will not reimburse any payment towards mobile connection.

**13. INTIMATION OF VEHICLE REQUIREMENT.**

Normally LPSC will inform the next day's requirement on previous working day itself, but in case of emergency, the contractor shall supply vehicles within one hour as and when required over telephone/email.

**14. TERMINATION OF CONTRACT:**

- 14.1 LPSC reserves the right to terminate the contract, if the performance of the contractor or his employees is found to be unsatisfactory during its currency by giving one month notice in writing.
- 14.2 LPSC also reserves the right to terminate the contract without notice in the following cases.
  - a) Contractor's failure to produce vehicles for inspection along with necessary documents within 14 days from the date of award of the contract.
  - b) Contractor fails frequently to provide vehicle within the stipulated time from the intimation of vehicle required on daily/monthly basis.
  - c) Frequent breakdown of the vehicles enroute or any lapse in providing required services as per terms and conditions specified.
  - d) Frequent stoppage of vehicles mid-way due to lack of fuel, accident, misbehavior, indiscipline of the driver.
  - e) Untidy conditions of the vehicle
  - f) Any manipulations/overwriting observed in the log sheet or bills.
  - g) In case of any pecuniary loss to LPSC/user staff due to rash and negligent driving by the driver.
  - h) Any other reason mentioned in the penalty clause 4.0

**15. PAYMENT:**

For monthly basis bills, parties shall submit the bills for a given calendar month, within 10 days from that month to TOMD along with completely filled log sheets duly signed by the officers who have used the vehicles. Bills submitted after the 15<sup>th</sup> day of the month will not be considered for priority processing.

Normally, the payment which will be made within 20 days from the date of receipt of bills in TOMD.

The payment will be made to the respective bank account of the Registered Society/ Travels/ firms/ Contractor.

However 70% of the eligible monthly hire charge will be paid within 4<sup>th</sup> working day of the month. This settlement will be applicable only for those who are submitting completely filled bills along with all relevant documents within the first two working day of the succeeding month. The balance amount will be paid after detailed scrutiny of log sheets.

Payment for night halt charges, Miscellaneous Charges etc. will be added and Penalty charges if any will be deducted in the final settlement of the bill.

LPSC will not bear any cost towards operation, printing of log sheets, repair, maintenance, fuel and oil, servicing, wages of drivers, garage fees, insurance, road tax etc. The complete liability in such cases will be with the taxi contractor.

**16. GST:**

GST as applicable will be paid extra on production of documentary evidence.

The offer should clearly mention whether the rate is inclusive of GST or exclusive of GST. In both the cases the offer should be mentioned with percentage of GST applicable at the time of quotation.

**17. PARALLEL / ADHOC CONTRACT:**

LPSC reserve the right to enter into parallel/Adhoc contracts simultaneously with one or more agencies.

**18. SUBLET OF CONTRACT:**

Contractor shall not sublet, transfer or assign the contract or any part thereof.

**19. ARBITRATION:**

All disputes, differences, claims and demands arising under or pursuant to this agreement shall be referred to Arbitration of a Sole Arbitrator to be appointed by Director, LPSC. Arbitration shall be held in Trivandrum and shall be subject to and governed by the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or reenactment thereof, whose decision shall be final and binding on both parties.

**20. TENDER FEE, EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT:**

**20.1 TENDER FEE:** Tender fee **Rs.590/- (Rupees Five Hundred Ninety only)** (Including GST Tax) shall be payable only in the form of Demand Draft/Bankers Cheque in favour of Accounts Officer, LPSC, Valiamala payable at Trivandrum and the same shall be enclosed along with **PART-I**, Techno-Commercial Bid, **without which your offer will not be considered.**

## **20.2 EARNEST MONEY DEPOSIT:**

The tender should be accompanied by an interest free Earnest Money Deposit (EMD) @ INR. 10,000/- per vehicle by way of Demand Draft/Banker's cheque in favor of Accounts Officer, LPSC Valiamala. The EMD of unsuccessful bidders will be returned within 30 days from the date of finalization of the contract. The EMD will not be returned to successful bidders who did not produce the quoted vehicles for inspection along with necessary documents within 14 days from the date of award of the contract without any further information from LPSC contact person/purchase.

**NB:** Foreign Vendors, LPSC registered Vendors, Central PSUs/PSEs/Autonomous Bodies, Micro and Small Enterprises, KVIC, National Small Industries Corporation, etc. will be exempt from the payment EMD & Tender fee.

**20.3 SECURITY DEPOSIT:** In case the bidder is awarded with contract, an interest free security deposit of Rs.10000/- per vehicle shall be paid in the form of Bank Guarantee or FDR duly endorsed in favour of Accounts Officer, LPSC Valiamala, and payable at State Bank of India, Valiamala Branch, Trivandrum. This Security Deposit without any interest thereon shall be returned to party on successful completion of the contract or shall be adjusted / forfeited against non-fulfillment of any of the contractual obligations.

The bidder awarded with the contract can convert the EMD to Security deposit by giving a written consent to Purchase and stores officer.

## **21. GENERAL:**

- 21.1** Normal duty hour is from 06.00 hrs. to 19.30 hrs. According to the requirement, taxies will have to perform duties before & after the normal duty hours and on holidays as required by the authorized person of the concerned division.
- 21.2** The Contact person or his authorized representative's instructions have to be adhered strictly.
- 21.3** If the contract is awarded, the contractor shall give consent for the followings.
  - a)** The department may implement "INTELLIGENT VEHICLE MANAGEMENT SYSTEM":- a computer controlled GPS based vehicle monitoring and management system in which GPS and necessary accessories may be installed in the vehicle at Department cost. The distance travelled, starting time, closing time of the vehicle etc. shall be taken from the GPS based data.
  - b)** To monitor the entry and exit of vehicles at LPSC, TOMD may fix RFID tag on the vehicle at Department cost.
  - c)** Damaging or Tampering of the RFID tag / GPS and accessories shall be treated seriously and suitable action will be taken against the contractor. The cost for the replacement / repair of the damaged items shall be recovered from the subsequent bill or from the security deposit.

- d) The RFID, GPS device and Accessories shall be returned to the department at the time of expiry or termination or mutual short closing of the contract.

## **22 CONDITION FOR BIDDING:**

The bidders shall submit the quotation in Two Part System viz. "Technical & Commercial" bid as Format 1 and "Price" bid as Format 2.

The quotation shall contain the following details:

- 22.1** Technical details as per Format 1 enclosed. Bidders shall quote only for the brands/ models from among those specified under "Description of vehicle" for each category in Table 1 above.
- 22.2** The quotation shall be submitted in sealed envelope super scripting Tender enquiry number and due date and time of opening.
- 22.3** The rate shall be quoted in Format 2 which is inclusive of all expenses of the taxi.
- 22.4** Indicate GST if any clearly.
- 22.5** Income tax will be deducted by LPSC as per IT rules in vogue.
- 22.6** LPSC reserves the right to award contract with multiple parties at a common rate arrived at by us to the successful bidders.
- 22.7** LPSC reserves the right to split the vehicle requirement and choose any one or more number of firms / parties in the contract for assigning/hiring of taxis on monthly rates based on the performance/requirement.
- 22.8** All bidders are requested to go through the terms and conditions carefully before submitting the offer. Further, they should also sign all the pages of the terms and conditions for having read and accepted the same.
- 22.9** Quotation shall be submitted only as per the prescribed formats with all information duly filled and quotations submitted in any other format will not be considered. Rates quoted in any other form other than that in the Format 2 will not be considered.
- 22.10 Offer Validity:** Your offer shall be valid for 120 days from the date of tender opening. In case you offer validity less than 120 days, the said offer is liable for rejection which may please be noted.

### **CHECKLIST FOR QUOTATION**

- ☐ Technical details as per Format 1 (Mandatory)
- ☐ Price details as per Format 2. (Mandatory)
- ☐ Self-declaration in Format 3. (Mandatory)
- ☐ GST Registration details (Mandatory)
- ☐ PAN Card details (Mandatory)
- ☐ Copy of terms and condition of the in the Indent duly Signed on all the pages.  
(Mandatory)
- ☐ The list of existing clients if any.



**TECHNICAL DETAILS**

Category of the bidder : (Individual, Society, Travels, Travel Agents, Firms / Company)		Name & address of the Bidder	
Landline Phone:		Mobile Phone:	
GST Registration No.		Email ID	

Sl. No.	Main Category name as per Table 1 of Tender Enquiry	Sub Category name as per Table 1 of Tender Enquiry	Type of vehicle	Garage Place	No. of vehicles quoted	Registration number	Date of Registration

(Use additional sheets in this format if necessary)

Signature of the bidder

Address

Phone No.



**PRICE BID FORMAT**

Sl.No.	Main Category name	Sub Category name	Type of vehicle	Charges Per Km ( In Rs.)
1.	A	A1	Innova Crysta	
2.	B	B1	Innova	
3.		B2	Mahindra Marazzo	
4.	C	C1	Toyota Etios	
5.		C2	Honda Amaze	
6.		C3	Maruthi Suzuki Swift Dzire	

Signature of the bidder

Name of the bidder

Address

Phone No.



## **SELF DECLARATION**

I hereby declare that my near relatives are not working in LPSC, ISRO. Also I am aware that any breach of this condition would render rejection of tender or cancellation of contract.

Sign. of the Bidder



**INSTRUCTIONS FOR TWO PART TENDERS**

1. We invite your offer duly signed, in **TWO** parts as follows:-

**PART- I : TECHNICAL & COMMERICAL (Other than Price)**

**PART -II : PRICE BID**

**1.1 PART-I : TECHNICAL & COMMERCIAL**

1.1.1 **TECHNICAL:** The detailed Technical Specification and Commercial Terms such as taxes, payment term, offer validity, etc and scope of supply shall be covered in this part. Please enclose a copy of the details indicated in price quotation (**WITHOUT PRICES OR BY MASKING THE PRICE**) mainly to know the items/ specifications for which you have indicated prices in price bid. **This part should not contain prices.** The Technical and commercial part of the offer should be kept in a sealed envelope super scribing the following details.

**QUOTATION AGAINST TENDER NO AX25 2019033560**

**DUE ON 18.03.2020 at 16.00 hrs IST**

**OPENING ON 19.03.2020 at 10.30 hrs IST**

**RC FOR HIRING OF TAXIES-MONTHLY BASIS**

**PART I - TECHNICAL & COMMERCIAL**

**1.2. PART -II : PRICE BID**

1.2.1. This part shall contain **PRICE** details only.

1.2.2. The price for the item should be indicated item wise in this part. All the items/ specifications mentioned in the Technical Part should come here and prices indicated against each. The break-up for each item of supply or services should be indicated.

1.2.3. Whenever options are quoted, the same should also be indicated with quantity and unit rate separately. The prices are to be mentioned both in figures and in words. This part

**QUOTATION AGAINST TENDER No. AX25 2019033560 01**

**DUE ON 18.03.2020 at 16.00 hrs IST**

**OPENING ON 19.03.2020 at 10.30 hrs IST**

**RC FOR HIRING OF TAXIES-MONTHLY BASIS**

**PART II - PRICE BID**

should also be kept in a sealed cover superscribing as follows:-

THE TWO SEALED COVERS PREPARED AS ABOVE SHOULD BE KEPT IN ANOTHER ENVELOPE, SEALED AND SUPERSCRIBED AS UNDER:-

"Quotation against Tender No. , AX25 2019033560 01 Due on 18.03.2020 16.00 hrs IST for  
RC FOR HITRING OF TAXIES-MONTHLY BASIS AT LPSC, VALIAMALA  
TWO SEPARATE COVERS PART-1 & PART -II SHALL ADDRESS TO

SR. PURCHASE & STORES OFFICER  
Liquid Propulsion Systems Centre  
Valiamala (PO)  
Thriuvananthapuram- 695 547.

For any clarification you may contact us at following phone/Fax Nos.

Telephone : 0471 2567726/0471 2567727

Fax : 0472 2800712

Your offer should reach us on or before the due date and time i.e. 18<sup>th</sup> march 2020 at 16.00 hrs IST. ***Offers received after the due date and time will not be considered.***

***Offers received through fax or email shall not be considered.***



## Annexure III

### Compliance matrix

Sl No	Description	Name of Bidder :
1	No.of vehicles quoted	..... Nos.
2	Whether submitted the signed terms and conditions alongwith the quotation (acceptance of tender terms and conditions)	Yes / No
3	Whether submitted Tender fee	Yes / No
4	Whether submitted Earnest Money Deposit	Yes / No
5	Submission of Security Deposit, in case of order on you	Yes / No
6	Whether belongs to MSME/CPU etc. (proof to be attached for claiming exemption from Tender fee and EMD)	Yes/No
7	Category of Tenderer/Bidder ( Individual / Society / Travels ,/Travel Agents/ Firms / Company )	
8	Whether submitted completely filled Fomat 1	Yes / No
9	Whether submitted price bid	Yes / No
10	Whether submitted the Self declaration in Format 3	Yes / No
11	Whether submitted the copy of GST Registration certificate	Yes / No
12	Whether submitted the copy of PAN Card	Yes / No
13	Whether submitted copies of Registration Certificates, Insurance Policy, Taxi permit etc. for all Vehicles	Yes / No



GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
**LIQUID PROPULSIONS SYSTEMS CENTRE**  
PURCHASE AND STORES DIVISION

**Form No. DOS:PM:20**

**TERMS AND CONDITIONS OF TENDER**

1. Tenders should be sent in sealed envelopes superscribing the relevant tender No, and the due date of opening. Only one tender should be sent in each envelope.
2. Late tenders and delayed tenders will not be considered.
3. Sales Tax and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
4. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.
5. a) Your quotation should be valid for 90 days from the date of opening of the tender or any other period as specified in the tender enquiry. Offer with validity lesser than that specified is liable for exclusion from the procurement process.  
  
b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
6. (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.  
  
(b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the tenderer will have to remove the samples at his own expense.  
  
(c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.  
  
(d) **Specifications:** Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.
7. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.
8. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
9. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.
10. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.
11. The authority of the person signing the tender, if called for, should be produced.

## TERMS & CONDITIONS OF TENDER

### 1. DEFINITIONS:

- (b) The term 'Purchaser' shall mean the President of India or his successors or assigns.
- (c) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.
- c) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.
- d) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

### 2. PRICES:

Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

### 3. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding ten percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, 'Security' and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

### 4. GUARANTEE & REPLACEMENT:

- (a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.
- (c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.
- (d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- (e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (f) Performance Bank Guarantee: To fulfil guarantee conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- (g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchaser's site.
- (h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 4 (b) & (c) shall be the 'asked for' guarantee period plus two months.

5. **PACKING FORWARDING & INSURANCE:**

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

6. **DESPATCH:**

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

7. **TEST CERTIFICATE:**

Wherever required, test certificates should be sent along with the despatch documents.

8. **ACCEPTANCE OF STORES:**

- (a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.
- (b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.
- (c) If, in the opinion of the purchaser, all or any of the stores that do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.
- (d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

9. **REJECTED STORES:**

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

10. **DELIVERY AND LIQUIDATED DAMAGES:**

- (a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.
- (b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.
  - (i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or
  - (ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or
  - (iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the

particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) & (iii) of clause 10 (h) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to re-purchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

**11. EXTENSION OF TIME:**

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

**12. ERECTION OF PLANT & MACHINERY:**

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

**13. PAYMENT:**

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

**14. MODE OF PAYMENT:**

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

**15. RECOVERY OF SUM DUE:**

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

**16. INDEMNITY:**

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.

**17. ARBITRATION:**

In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Purchase Order or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Purchase office or some other person appointed by him. It will be no objection that the arbitrator is a Government servant, that he had to deal with matter to which the Contract relates or that in the course of his duties as Government servant he has expressed

views on all or any other matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this Contract.

If the arbitrator be the Head of the Centre/Unit –

- (i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or
- (ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit to appoint another person as arbitrator.

If the arbitrator be a person appointed by the Head of the Purchase Office – In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings.

In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

**18. COUNTER TERMS AND CONDITION OF SUPPLIERS:**

Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

**19. SECURITY FOR PURCHASE OF MATERIALS:**

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

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