

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT  
RESEARCH  
GOREGAON (EAST), MUMBAI**

**TENDER DOCUMENT**

**FOR**

**Supply of 01 No. 7 Seater Vehicle (Mahindra Bolero, Xylo or  
Tata Sumo God), Diesel Driven, AC, Commercial Vehicle and  
Service Contract for Two Institute's Cars on Monthly basis at  
IGIDR**

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH**

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Gen. A.K. Vaidya Marg, Film city Road, Santosh Nagar, Goregaon (EAST), MUMBAI-400065.

TELEPHONE: 022 2841 6562/507. FAX: 022 28416399.

## INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI

### Notice Inviting Tender

“NAME OF THE WORK: **“Supply of 01 No. 7 Seater Vehicle (Mahindra Bolero, Xylo or Tata Sumo God), Diesel Driven, AC, Commercial Vehicle and Service Contract for Two Institute’s Cars on Monthly basis at IGIDR”** at INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, GOREGAON, MUMBAI – 400 065.”

1. REGISTRAR, IGIDR MUMBAI invites bids from firms/contractors of repute for the following work:

Name of work	Estimated Contract Value (Rs.)	EMD (Rs.)	Period of Contract
(1)	(2)	(3)	(4)
<b>Supply of 01 No. 7 Seater Vehicle (Mahindra Bolero, Xylo or Tata Sumo God), Diesel Driven, AC, commercial Vehicle and Service Contract for Two Institute’s Cars on Monthly basis at IGIDR</b>	<b>Rs. 15,00,000.00</b>	<b>Rs. 30,000.00</b>	<b>1<sup>st</sup> April 2019 To 31<sup>st</sup> March 2020</b>

The sealed tenders are being invited for the above mentioned work. IGIDR MUMBAI reserves its right to award the work to the successful bidder.

2. Applicant has to deposit Earnest Money of **Rs. 30, 000/- (Rupees Thirty thousand only)** in the form of Demand Draft/ Pay order drawn in favour of “The Registrar, INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI should be enclosed in the separate envelope submitted along with Pre-qualification bid envelope. Bank guarantee is also accepted.

3. The Tender documents in sealed envelope, supported by prescribed annexure; Pre-qualification bid & financial bid shall be placed in separate sealed envelopes each marked as **“Envelope-1: EMD & Qualification Bid”** & **“Envelope-2: Financial bid”** respectively. All envelopes shall be submitted together in another sealed envelope superscripted as **“Tender for Supply of 01 No. 7 Seater Vehicle (Mahindra Bolero, Xylo or Tata Sumo God), Diesel Driven, AC, commercial Vehicle and Service Contract for Two Institute’s Cars on Monthly basis at IGIDR”**. The bids will be received up to **2:00 PM on 14<sup>th</sup> February, 2019**. Each copy of the tender document under their full signature whether it is original or duplicate copy. A duplicate copy of tender has to be submitted too along with the main tender. No tender will be accepted after 2:00 PM on 14th February, 2019 under any circumstances whatsoever.

4. The envelopes Marked **“EMD & Pre-qualification Bid”** shall be opened by REGISTRAR or his authorized representative in his office on the same day at 3:00 PM. Financial bid will be opened for the Pre-qualified bidders only. The date of opening of price bid shall be informed by institute later on.

5. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

6. Before quoting the rates contractor should inspect the site and understand themselves about the nature and scope of the work.

REGISTRAR

**SECTION 'A'**  
**Letter of Offer**

Date \_\_\_\_\_

The Registrar,

Indira Gandhi Institute of Development Research,

Gen. A.K. Vaidya Marg, Film city Road,

Goregaon (East), Mumbai- 400065.

Subject: Tender for .....

Reference: Tender Advertisement No. .... dated .....

Dear Sir,

With respect to your above mentioned tender, I / We hereby submit my / our tender in the required format along with Company Profile and supporting documents.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the IGIDR the amount mentioned in the said Conditions.

I/We have deposited a sum of Rupees 30,000.00 only as an earnest money to the IGIDR, which will not bear any interest. Should I/We fail to execute the contract when called upon to do so. I/We do hereby agree that this sum shall be forfeited by me/us to the IGIDR.

I / We have carefully gone through the terms and conditions prescribed and I / We accept the same in to without any alterations / modifications.

Yours faithfully,

**Signature**

Name & seal of Contracting

agency/firm/company

**SECTION 'B'**  
**GENERAL INSTRUCTIONS TO BIDDERS**

Sealed Tender bids in duplicate should be addressed to The Registrar, Indira Gandhi Institute of Development Research, Goregaon (East), Mumbai-400065 (By name) and superscripted ~“**Tender for Supply of 01 No. 7 Seater Vehicle (Mahindra Bolero, Xylo or Tata Sumo God), Diesel Driven, AC, commercial Vehicle and Service Contract for Two Institute’s Cars on Monthly basis at IGIDR**”, Goregaon (E), Mumbai-400065.

1. Applicant has to deposit Earnest Money of **Rs. 30, 000/- (Rupees Thirty thousand only)** in the form of Demand Draft/Pay order drawn in favour of “The Registrar, INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI should be enclosed in the separate envelope submitted along with Pre-qualification bid envelope. Bank guarantee is also accepted.
2. The sealed Tender bids in two bid system, supported by prescribed annexure; Pre-qualification bid & financial bid shall be placed in separate sealed envelopes each marked as “**Envelope-1: EMD & Pre-qualification Bid**” & “**Envelope-2: Financial bid**” respectively. All envelopes shall be submitted together in another sealed envelope superscripted as~ “**Tender for Supply of 01 No. 7 Seater Vehicle (Mahindra Bolero, Xylo or Tata Sumo God), Diesel Driven, AC, commercial Vehicle and Service Contract for Two Institute’s Cars on Monthly basis at IGIDR**”. The bids will be received up to **2:00 PM on 14<sup>th</sup> February, 2019**. Each copy of the tender document under their full signature whether it is original or duplicate copy. A duplicate copy of tender has to be submitted too along with the main tender. No tender will be accepted after 2:00 PM on 14<sup>th</sup> February, 2019 under any circumstances whatsoever.
3. The tender bid shall be submitted in a sealed envelope duly filled signed and stamped on each page. The tender shall be submitted in the office of the Registrar Indira Gandhi Institute of Development Research on or before 2:00 pm on the stipulated date and will be opened on the day at the office of Registrar Indira Gandhi Institute of Development Research, Goregaon, Mumbai. The vendor/contractor or their representatives shall choose to remain present at the time if they so desire.
4. The envelopes Marked “EMD & Pre-qualification Bid” shall be opened by REGISTRAR or his authorized representative in his office on the same day at 3:00 PM. Financial bid will be opened for the Pre-qualified bidders only. The date of opening of price bid shall be informed by institute later on.
5. Tender bid shall remain valid for acceptance by the Institute for a period of Three months from the date of opening of the bid which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.
6. The vendor/contractor must use only the tender forms issued by the Institute to fill in the rates. Any addition/alteration in the text of the tender form made by the bidder shall not be valid and shall be treated as null and void.

7. The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Institute in its discretion.
8. Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the Quotation must be attested by initials of the vendor/contractor. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Institute's option. No advice whatsoever especially on any change in rate specifications after the opening of the tender will be entertained.
9. Each Page of the Tender document should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of contract. General specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed will be rejected.
10. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract or by a person holding the power of attorney in the case of a company. Otherwise the tender may be rejected by the Institute.
11. Tender incomplete in any form will be rejected outright; conditional offers will not be accepted.
12. No tenders will be allowed to withdraw after submission of the tender; otherwise the EMD submitted by the bidder would stand forfeited. In case, the successful bidder decline the offer of contract (or refuse to acknowledge or execute the contract/agreement within 15 days of award of work), for what so-ever reasons, their EMD will be forfeited.
13. Indira Gandhi Institute of Development Research does not bind itself to accept the lowest or any bid and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. Indira Gandhi Institute of Development Research also reserves the right to divide the order between two or more tender and the contractor shall carry out even the part orders for various items.
14. Indira Gandhi Institute of Development Research reserves the right to sub-divide the work mentioned in the tender, amongst two or more contractors at its own discretion and the Contractor will have to execute orders for part of the items placed with them at the quoted rates. Indira Gandhi Institute of Development Research also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the Contractor shall execute the same without claiming anything extra for the same. In this context the rates quoted for each item must be self supporting and relevant.
15. On receipt of intimation from the IGIDR of the acceptance of his/their tender, the successful vendor/contractor shall be bound to sign the formal Contract and within seven days thereof, the successful vendor/contractor shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by Indira Gandhi Institute of Development Research and the

Contractor so, whether such formal agreement is or is not subsequently executed. The cost of necessary Stamp paper for execution of the agreement shall be borne by the successful vendor/contractor.

- 16.** The rates quoted in the bid shall include all charges like PF, ESIC, Reliever charges, Management fees and Uniforms etc. The rates shall also be firm and shall not be subject to exchange variations, labour conditions or any conditions whatsoever. Bid must include in their rates, applicable GST and any other tax and duty or other levy whether existing or future, levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of GST or any other tax, duty or levy whether existing or future, shall be entertained by the Employer.
- 17.** The payment towards bonus and any leave encashment to worker shall be paid extra at actual as per minimum wage act as applicable for service contract of Institute's cars. In case if institute will provide the uniforms to workers the same amount shall be recovered from the bill of successful bidder.
- 18.** The intending bidder can obtain any clarifications regarding the tender document, scope of work etc. if any from the office of the Office of Indira Gandhi Institute of Development Research, Goregaon, Mumbai-400 065 on any Institute's working day.

I/We hereby declare that I/we have read and understood the above instructions and the same will remain binding upon me/us.

Place :

Signature of Bidder

With the seal of their company

Date :

## SECTION 'C'

### SPECIAL CONDITIONS

1. The workmen/staff will not be allowed to stay within the premises.
2. Permission if any, required from the local bodies shall be obtained by the successful bidder at his cost.
3. The Successful Bidder shall offer employment to the existing drivers (hereinafter referred to as “the existing workmen”) currently deployed in this work as contemplated by the present Tender. If the said workmen accept the offer for employment, the Successful Bidder shall absorb the said workers into their organization and deploy them for the purposes of the present Tender. All obligations towards their employment shall be borne by the Successful Bidder.
4. The successful bidder shall employ adequate number of persons as agreed to by the Institute for satisfactory fulfillment of his contractual obligations as per this Agreement and shall provide adequate number of persons with appropriate training and experience, at its own expense, for the proper discharge of the responsibilities entrusted to them.
5. The successful bidder shall comply with the labour acts or any other Labour Laws in force from time to time for all of the workers employed by him including the existing workmen.
6. In case the successful bidder contravenes any provisions of the law, and the Institute suffers any damage or loss or harm due to any acts of commission or omission of the Contractor, the Contractor is bound to indemnify the Institute. The Contractor shall also be responsible for the discharge of all legal liabilities towards the Institute and also for observing all laws and Government rules relating to labour laws.
7. The successful bidder shall execute necessary agreement with the Institute within 07 days of issuance of the work order/declaration as the Successful Bidder, whichever is earlier.
8. The service has to be carried out with least inconvenience to the staff/community.
9. The successful bidder has to obtain permission from the local authorities as per the existing local bye laws for such works and the charges/fees if any, has to be borne and paid by the contractor.
10. The successful bidder should have valid labour license from Labour Commissioner wherever the number of laborers' engaged is 50 or more.
11. The successful bidder shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed inside the building only on producing the photo pass issued by the Institute.

12. The successful bidder has to lineup the candidates/staff to be deputed for the said contract in the Institute, and the Institute reserves the right to select the candidates from the same
13. The successful bidder has to transfer the payment of wages to his labour/staff to their respective bank account only before the 07<sup>th</sup> day of every month. The contractor shall attach copy of the bank statement for salary transfer to his labours/staff, copy of ESIC, PF challan, ECR statement, GST challan etc to be furnished along with the next month's bill.
14. Any damage cause to any of Institute's properties shall be made good by the contractor at their own cost.
15. The successful bidder shall carry out the work strictly in accordance with specification details and instructions of the Institute's In Charge.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Date :

Signature of Bidder with seal



**SECTION 'D'**  
**TERMS AND CONDITIONS**

Upon the declaration of an intending vendor/bidder to be the Successful Bidder by the Institute, they shall be subject to the following terms and conditions that shall form part of the Formal Contract to be executed with the Institute.

1. The Contractor shall not assign the sub contract. He shall not sublet any portion of the contract except with the written consent of the IGIDR. In case of breach of these conditions, the IGIDR may serve a notice in writing on the Contractor rescinding the contract.
2. The Contractor shall carry out all the work strictly in accordance with scope of work and as per detailed instructions of the Institute.
3. The successful bidder must co-operate with the other contractor appointed by the Institute so that the work shall proceed smoothly to the satisfaction of the Institute.
4. In all matters of dispute arising on the work, the matter shall be referred to **The Registrar, Indira Gandhi Institute of Development Research, Goregaon** for a decision.
5. In the event that the Successful Bidder is not satisfied by the decision of the Registrar, Indira Gandhi Institute of Development Research, the dispute shall be settled by arbitration in accordance with the provisions of arbitration and conciliation act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator, to be appointed by the Institute. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The arbitration proceedings shall be conducted in the English language and any award or awards shall be rendered in the English language. The procedural law of the arbitration shall be the Indian law. The award of the arbitral tribunal shall be final, conclusive and binding upon the Successful Bidder and the Institute.

**6. Insurance Clause:**

The Contractor shall be responsible for all injury to person, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract.

**7. Performance Security Deposit:**

The successful bidder will have to deposit a Performance Security Deposit @ **5%** of the total value of contract amount for one year, subject to the revision at the time of placing the work order, within 15 days of the receipt of the formal order. The performance security will be furnished in the form of an account

payee Demand Draft or Bank Guarantee from a commercial bank drawn in favour of “The Registrar, Indira Gandhi Institute of Development Research, Mumbai” payable at Mumbai. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider. This deposit shall be forfeited in case the contractor, who fails to discharge its duties/commitments or whose contract is terminated pre-maturely.

**8. Payment Terms:**

Payment shall be made to the contractor after successful completion of month within 7 days of submission of certified invoice along with supporting documents.

**9. Tenure of Contract:**

Initially the contract period shall be from 1<sup>st</sup> April 2019 till 31<sup>st</sup> March 2020 however it can be extended for further 02 years based of review of performance of contractor on yearly basis on same rates (except revision of fuel price), terms & conditions if performance is satisfactory.

**10. Penalty:**

In the event of any breach of any of the terms & conditions of the contract or bidder neglects, delays or fails to perform the contract, IGIDR reserves right to forfeit the security deposit. The security deposit shall not bear any interest.

**11. The contractor should submit the following documents within 7 days of issuance of work order.**

- a. Workmen Compensation Policy for all the employees/workers to be deputed on the site as per the workmen compensation act which should also cover hospitalization. This policy will be additional to the ESIC and the amount paid towards the Workmen Compensation Policy would be reimbursed by the Institute after submission of Policy document and payment receipt.
- b. Contract agreement of Rs.500/- stamp paper duly notarized (Draft enclosed along with Tender).
- c. Police verification and medical of the personnel/ labors to be engaged and deployed on site.
- d. Documents of labor engaged mentioning their bio-data and Xerox of Aadhar card, Pan Card and driving license etc along with One Photograph etc.

**12. Notice to Correct:**

If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract terms, the Institute may give notice to the Contractor requiring him to make good such failure and remedy the same within a specified reasonable time.

**Termination Clause:**

If the Contractor:

- (a) Fails to comply with a notice issued by the institute within 28 days

(b) Abandons or repudiates the Contract.

I Without reasonable excuse fails:

- To commence the Works in accordance with Letter of Acceptance, the Formal Contract and the terms and conditions as set out in this Tender

- To proceed with the Works in accordance with the agreed terms, conditions and subsequent directions

(d) Becomes bankrupt or insolvent, or goes into liquidation.

(e) Fails to comply with a notice issued, within 28 days after having received it, or

(f) Assigns the Contract or Subcontracts the Works without the required consent.

Then the Employer may, after having given **14 days' notice to the Contractor**, terminate the Contractor's employment under the Contract and expel him from the Site. The Contractor shall not be released from any of his obligations or liabilities under the Contract.

**Payment after Termination**

After termination, the Employer shall not be liable to make any further payments to the Contractor until the costs of execution, completion and damages (if any), and all other costs incurred by the Contractor, and the Institute have been established.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Signature of Contractor

Date :

With the seal of their company

**SECTION 'E'**  
**QUALIFICATION CRITERIA**

- **Minimum Qualification Documents to be submitted by Bidder along with qualification Bid:**
  - a) The bidder should have minimum 03 years experience for providing similar services in last 07 years.
  - b) The bidder should be registered with the appropriate registration authorities. Copy of Registration of Firm in Shop & Establishment or Certificate of Incorporation to be submitted.
  - c) Copy of Registration of Provident fund and ESIC,
  - d) Copy of Registration of Goods & Service Tax and PAN
  - e) Copy of Registration of Labour License if applicable
  - f) The bidder should have an average annual turnover of **Rs.15.00 Lac** for similar services only in the last 3 financial years. The bidder will submit the audited balance sheet, financial statements and P & L account of last 3 financial years with positive net worth in each year duly certified by CA.
  - g) The bidder should have experience in successful completion of similar works during last 07 years ending last month either of the following-
    - i) At least 01 similar work of costing not less than **Rs. 12,00,000.00**
    - or**
    - ii) At least 02 similar works of costing not less than **Rs.7,50,000.00**
    - or**
    - iii) At least 03 similar works of costing not less than **Rs. 6,00,000.00**
- (Copy of Work orders/completion certificates to be submitted).
- h) List of clients and copy of certificate of appreciation if any.
- i) Either the Registered Office or one of the Branch Office of the bidder should be located in Mumbai.

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted along with the qualification bid (Envelope-1) duly stamped and signed by the authorized person of the agency.

**SECTION 'F'**  
**SCOPE OF WORK**

• **PART- A**

**Name of Work: Supply of 01 No. 7 Seater Vehicle (Mahindra Bolero or Mahindra Xylo or Tata Sumo God), Diesel Driven, AC, Commercial Vehicle.**

1. The contractor should provide one vehicle either of Mahindra Bolero or Mahindra Xylo or Tata Sumo Gold in brand new condition or maximum of one year old.
2. The vehicle should have seating arrangement of 2+3+2 i.e. in front row-2, second row-3 and rear side-2 with entry door from back.
3. The minimum run for the above vehicles shall be 1800 kilometers per month and 10 hours of duty per day. The mileage and the duty hours per day will be counted from the time of arrival of the vehicles at the Institute.
4. Vehicle should report for duty at 12:15 pm at IGIDR and perform the duty up to 10:15 pm.
5. The Institute reserves the right to change the timings as per its need. In case the vehicle is required on the weekly off day, the contractor will be required to provide the vehicle.
6. The vehicles shall be in very good running condition, particularly the wheels. They shall always be kept in clean condition.
7. The drivers should be holding valid driving license and should maintain the log book as required by the Institute.
8. The drivers should be paid wages by the contractor as per applicable labour Acts. They will be the employees of the contractor and under their supervision and control.
9. In the event of breakdown of a vehicle, a substitute vehicle should be provided so that none of our usual trips are required to be cancelled. In case the contractor fails to do so, the Institute may hire a vehicle for the trips and recover the hire charges from his bill, or reduce, on pro-rata basis, from the committed minimum charges from 1800 kilometers per month.
10. The vehicles shall not carry outsiders while performing IGIDR duty during the specified hours. They shall not make unauthorized trips or deviate from the routine routes while making the trips.
11. The contractor will be responsible for maintaining the vehicle with up-to- date tax payments, police/RTO formalities, insurance, (including third party insurance) etc. At no point of time the services shall be hampered on account of non-compliance of any of these formalities.

12. The IGIDR will not be liable or responsible for any loss or damage caused to the vehicle, driver or anybody or any property in the course of running the vehicles for the Institute. The contractor alone will be liable and responsible for any damages/claims arising out of any accidents involving the vehicles.

**PART –A TECHNICAL BID:**

- Eligible vendors, operators, agencies or parties are requested to provide the following information in the below enclosed Performa:-
1. Name & address of the bidder.
  2. Nature of business.
  3. Number of vehicles presently owned by the vendor along with proof of ownership of each vehicle.
  4. The Bidder should have the experience of running a fleet of vehicles on hiring basis for at least 3 years.
  5. Kindly fill the details in enclosed sheet and submit along with duly attested supporting documents.

<b>TECHNICAL BID</b>				
(Information is required to be submitted in the following format with adequate supporting proof thereof)				
S. No.	Particulars			
1	Name, address & telephone No. of the Bidder			
2	Number of vehicles presently owned along with proof of ownership			
3	Turnover in the past three year along with Documentary evidence (F.Y.)			
4	Details of hiring of vehicles done in the past:-			
a.	Name & address of the parties to whom vehicles were given on hire;			
b.	Period for which the vehicles were hired out;			
c.	Number of vehicles given on hire.			
5	Whether the vendor has been black listed by Any Govt. office/department in last 5 years if yes, details thereof			
6	Number of Vehicles, the vendor is presently bidding for Model of the Vehicles (attach RC copy)			
7	Details of year of make and mileage done by the vehicle bided for in above point no. 6			
	Sr. No.	Model of Vehicle	Year of Registration	Mileage ( in Kms)

• **PART-B**

**Name of Work: Monthly service Contract for Two Institute's Cars (Honda City & Swift Dzire) at IGIDR.**

1. The contractor shall offer employment to existing drivers, currently engaged in the present contract.
2. The service/running contract shall be provided for Institute's two cars **i.e. 1. Honda City and 2. Maruti Swift Dzire (Petrol driven) vehicles.**
3. The monthly run for each car shall be 500 kilometers and daily duty hours shall be 10 hours from 09:00 am to 07:00 pm.
4. The quoted price should include driver's monthly salary Rs. \_\_\_\_\_. including washing allowance and mobile recharge Rs. 300/-. In addition, we will also pay daily allowance of Rs. 750/- per month to the drivers (Rs. 25/- per day basis) and also further Rs.500/- per month as special allowance.
5. The Drivers shall be entitled 8 Public Holidays in a year as declared by the Institute. Further, the drivers shall be entitled for 15 days paid leaves and 8 Casual Leaves. If he goes on leave, during that period the contractor shall provide replacement of driver.
6. Vehicle maintenance and insurance charges will be borne by the Institute.
7. The extra charges shall be applicable for extra kilometer above 500 kms. and for extra hours after daily 10 hours duty. The other allowances for driver such as duty beyond 22:00 hrs Rs. 150/- extra and duty on Sundays and outstation Rs.300/- per day and extra Over Time hours on weekly off/public Holiday is Rs. 40/- per hour. In addition to this travel allowance of Rs. 125/- if the duty continued after 23:00 hrs or if the Driver is called early morning before 06:30 hours. An amount of Rs. 500/- cash will be paid by the contractor to the driver on a regular basis to take care of miscellaneous expenses (toll charges, etc) during driving.
8. The vehicles will always be parked in the institute after the completion of its duty.

**SECTION 'G'**  
**Articles of Agreement**

This deed of agreement made and executed this \_\_\_ day of \_\_\_\_\_, **Two Thousand Nineteen (2019)** between the **INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH**, a Society established by Reserve Bank of India and registered under the Societies Registration Act, 1860 and located at General Arun Kumar Vaidya Marg, Goregaon (E), Mumbai- 400065. (herein after referred to as “the IGIDR” which expression shall, unless repugnant to the context of meaning thereof, includes the successors and assignees of the IGIDR) of the ONE PART

AND

M/s. \_\_\_\_\_ having its office at hereinafter referred to as “the contractor”, which expression shall, unless repugnant to the context or meaning thereof, include the heirs, successors, assignees, executors and administrators on the other part.

**WHEREAS** the IGIDR is desirous of awarding the contract for maintenance of Gardens at its campus situated at Gen. A.K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400065.

**WHEREAS** the contractor has agreed to undertake the contract for \_\_\_\_\_ work AND

**WHEREAS** the IGIDR has decided to entrust the \_\_\_\_\_ work to the said contractor.

**Now therefore, this agreement witnessth as follows:**

1. This contract will be valid for a period of one year from \_\_\_\_\_, **2019**. However, it can be terminated at any time by either side giving one month’s notice.

**2. PAYMENT TERMS:**

IGIDR will pay an aggregate sum of **Rs.** \_\_\_\_\_ **per annum.**

**3. SCOPE OF THE CONTRACTOR’S WORK**

• **PART- A**

**Name of Work: Supply of 01 No. 7 Seater Vehicle (Mahindra Bolero or Mahindra Xylo or Tata Sumo God), Diesel Driven, AC, Commercial Vehicle.**

1. The contractor should provide one vehicle either of Mahindra Bolero or Mahindra Xylo or Tata Sumo Gold in brand new condition or maximum of one year old.



2. The vehicle should have seating arrangement of 2+3+2 i.e. in front row-2, second row-3 and rear side-2 with entry door from back.
3. The minimum run for the above vehicles shall be 1800 kilometers per month and 10 hours of duty per day. The mileage and the duty hours per day will be counted from the time of arrival of the vehicles at the Institute.
4. Vehicle should report for duty at 12:15 pm at IGIDR and perform the duty up to 10:15 pm.
5. The Institute reserves the right to change the timings as per its need. In case the vehicle is required on the weekly off day, the contractor will be required to provide the vehicle.
6. The vehicles shall be in very good running condition, particularly the wheels. They shall always be kept in clean condition.
7. The drivers should be holding valid driving license and should maintain the log book as required by the Institute.
8. The drivers should be paid wages by the contractor as per applicable labour Acts. They will be the employees of the contractor and under their supervision and control.
9. In the event of breakdown of a vehicle, a substitute vehicle should be provided so that none of our usual trips are required to be cancelled. In case the contractor fails to do so, the Institute may hire a vehicle for the trips and recover the hire charges from his bill, or reduce, on pro-rata basis, from the committed minimum charges from 1800 kilometers per month.

• **PART-B**

**Name of Work: Monthly service Contract for Two Institute's Cars (Honda City & Swift Dzire) at IGIDR.**

1. The contractor shall offer employment to existing drivers, currently engaged in the present contract.
2. The service/running contract shall be provided for Institute's two cars **i.e. 1. Honda City and 2. Maruti Swift Dzire (Petrol driven) vehicles.**
3. The Car's monthly run shall be 500 kilometers and daily duty hours shall be 10 hours from 09:00am to 07:00 pm.
4. The quoted price should include driver's monthly salary Rs. \_\_\_\_\_. including washing allowance and mobile recharge Rs. 300/-. In addition, we will also pay daily allowance of Rs. 750/- per

month to the drivers (Rs. 25/- per day basis) and also further Rs.500/- per month as special allowance.

5. The Drivers shall be entitled 8 Public Holidays in a year as declared by the Institute. Further, the drivers shall be entitled for 15 days paid leaves and 8 Casual Leaves. If he goes on leave, during that period the contractor shall provide replacement of driver.
  6. Vehicle maintenance and insurance charges will be borne by the Institute.
  7. The extra charges shall be applicable for extra kilometer above 500 kms. and for extra hours after daily 10 hours duty. The other allowances for driver such as duty beyond 22:00 hrs Rs. 150/- extra and duty on Sundays and outstation Rs.300/- per day and extra Over Time hours on weekly off/public Holiday is Rs. 40/- per hour. In addition to this travel allowance of Rs. 125/- if the duty continued after 23:00 hrs or if the Driver is called early morning before 06:30 hours. An amount of Rs. 500/- cash will be paid by the contractor to the driver on a regular basis to take care of miscellaneous expenses (toll charges, etc) during driving.
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4. The Contractor will have to carry out the work as per the instructions issued by the IGIDR authorities from time to time and submit work schedule for their approval. In the event, any damage is caused to properties belonging to IGIDR or any other agency within the campus by the employees of the Contractor, appropriate amount shall be deducted from his bill.
  5. In the event of any or Drivers failing to attend the job, appropriate amount shall be deducted from his bill.
  6. It is specifically agreed that neither contractor nor any of the Drivers engaged by the contractor, shall at any time claim any benefit of employment, lien on employment or permanency of employment with the IGIDR, by virtue of having worked as contractor and his Drivers having worked as his contract Drivers as per this agreement.
  7. The contract with the IGIDR and the employment of contract labour by the contractor shall be in accordance with the provisions of contract labour act, and the contractor shall discharge responsibilities as immediate employer as provided in the said Act. In particular, the contractor shall pay to the contract workmen, wages not below the minimum wages as announced by the appropriate Government as may be applicable to the different categories of workmen engaged by the contractor. The contractor shall also be responsible for granting the drivers.

- 8.** Statutory benefits as applicable to them under the provisions of contract labour act. The Contractor shall maintain records of all such payments made by him and produce the same to the IGIDR on demand.
- 9.** In case any of the Driver, engaged by the contractor, meets with fatal accident or injury arising out of or in the course of their employment, then the contractor shall be responsible for the payment of compensation as may be determined under the provisions of appropriate law.
- 10.** The contractor shall maintain up to-date records required to be maintained under the provisions of the contract labour act, as well as any other act applicable to the contract workmen. The contractor shall also keep all such records in the premises of the IGIDR at Goregaon (East) and produce them, on demand, before any authorized officer of the IGIDR or any authorized Government Officer for inspection.
- 11.** In case of default by the contractor in payment to any workmen and to any Government authority in breach of contract of employment or breach of any statutory provisions as applicable, the IGIDR shall be, at all times, entitled to recover the said amount from the contractor as debit payable by the contractor to the IGIDR and the contractor will be liable for the debt of such amount to the IGIDR.
- 12.** The contractor shall be paid contract amount including the wages of the driver by raising the monthly bill as consideration towards the satisfactory discharge of his contractual obligations under this contract. It also includes the employer's contribution towards the P.F., ESIC and bonus as per the relevant Acts, leave salary. The contractor shall transfers salary to the employee in their respective bank account and ensures that the employee/worker should be holding the saving bank account and the same should be recorded. He should attach ESIC, EPF Challan, Goods & Service Tax Challan and previous month's bank statement, indicating payment made to the workmen, with the bill. Also certificate showing details such as Name of employee, Bank Account No., ESIC No, PF No., Amount of salary paid, Amount of employee and employer contribution towards PF & ESIC. The Contractor shall maintain records of all such payments made by him and produce the same to the IGIDR on demand. The contractor may take out necessary cover for workmen compensation policy at his cost, the premium amount of which will be reimbursed to the contractor as per the norms followed and provide the necessary proof to IGIDR.
- 13.** The Contractor shall indemnify and keep harmless the IGIDR from any claim, damages, compensation, actions, losses, costs, charges, expenses, demands of whatsoever nature raised by an employee of the contractor engaged for the purpose under the Workman's Compensation Act, Employer's Liability Act or other Acts of a like nature respectively in force or under any circular, Directions, notices, instructions issued by the various competent authorities from time to time so far as it relates to the employees of the said contractor.

**14.** The decision of the IGIDR with regard to any dispute arising out of this contract shall be final.

In witness whereof the parties have hereto set and subscribed their respective hands and seals the day, month and year first above written.

Signed, sealed and delivered  
for and on behalf of IGIDR.

for and on behalf of  
M/s.

Name \_\_\_\_\_

Name\_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Counter-signed by:

In the presence of witnesses:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_