

BRIC – INSTITUTE OF LIFE SCIENCES, BHUBANESWAR

NOTICE INVITING TENDER

Tender No-ILS-14011/1/2025/001

Dated- 13.08.2025

The Director, BRIC-ILS, Bhubaneswar invite tenders in two bids (Technical Bids & Price Bids) for providing commercially licensed vehicles on day to day requirement basis from registered travel agency having GST registration, three years of experience with annual turnover of Rs.25.00 lakhs or more and successfully carried out at least one similar contract of providing vehicle Services (Commercially Licensed Vehicle) on day to day basis during the last 3 years to any Govt./Semi Govt./Central/State autonomous bodies, PSU, DBT or its sister laboratories. The details are as under:

1.	Name of work	“Annual Contract for providing commercially licensed vehicles on a day-to-day requirement basis at DBT- BRIC-Institute of Life Sciences, Bhubaneswar-751023”
2.	Period of contract	For one year which is extendable for further year on satisfactory performance
3	Earnest Money Deposit (EMD)	Rs. 5000/- in shape of Draft/ BG in favor of Director, BRIC-ILS, Bhubaneswar to be deposited along with the technical Bid otherwise the bid will be cancelled.
4	Performance Security Deposit after award of work	: Rs.10,000/-

Bid submission closing/end Date: 04.09.2025, at17.00Hrs
Technical Bid Opening Date: 05.09.2025 at 11.00 Hrs. in the conference hall of the Institute
Price Bid Opening Date: 10.09.2025 at 11.00 Hrs. (only technically qualified Bids which will be published on 08.09.2025 in the ILS Website: www.ils.res.in)

The prospective bidders should adhere to deadlines mentioned above corresponding to this tender. They may satisfy themselves about the requirement by visiting DBT, BRIC-ILS office after the date of publication of Tender on CPP portal on any working day between 10.00 A.M. to 5.00 P.M. before submitting their bid.

Director, BRIC-ILS, Bhubaneswar reserves the right to accept or reject any tender in part/full or to split order without assigning any reason or to annul the tender process at any stage without assigning any reasons.

Sd/-
Administrative officer

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERS

1. Director, DBT, BRIC-ILS, Bhubaneswar invites tenders under Two Bid systems (Part-I: Technical Bid and Part-II : Price Bid) from registered travel agencies to provide commercially licensed Vehicle service on a day-to-day requirement basis.
2. The contract will be for a period of two years, extendable for another one year, subject to performance review at the end of every year regarding satisfactory service by the Agency.
3. The quantum of requirement of vehicles will depend upon the daily needs of DBT, BRIC-ILS, Bhubaneswar
4. Registered Travel agency having GST registration, three years of experience with annual turnover of Rs.50.00 Lakhs or more and successfully carried out at least one similar contract of providing hired vehicles Services (Commercially Licensed Vehicle) on day to day basis during the last 3 years to any Govt./Semi Govt./Central/State autonomous bodies, PSU, DBT or its sister laboratories, may submit their tenders with following details in Part-I (Technical Bid) :-
 - (i) Attested copy of certificate/license/registration of the Agency issued by the appropriate authority.
 - (ii) Proof of annual turnover.
 - (iii) Status: Whether Proprietor/Firm/Company.
 - (iv) Proof of three years of experience for providing vehicles on hiring basis Services on day to day basis to any Govt. /Semi Govt./Central/State autonomous bodies, PSU, DBT or its sister laboratories.
 - (v) Proof of having completed one such contract successfully during last 3 years.
 - (vi) Proof of GST registration, PAN
 - (vii) List of clients
 - (viii) Customers satisfaction proof in r/o contract/s mentioned at (iv) above with name of works done and period of contract.
 - (ix) An undertaking that the travel agency has not been blacklisted by any Government Department / autonomous bodies, DBT or any of its laboratories as on the last date of submission of the bid.
 - (x) Types of vehicle available with the Agency
5. Tenders received without requisite documents and EMD shall be rejected.
6. Canvassing in any form is prohibited and the tenders submitted by the travel agency who resort to canvassing may be liable for rejection.
7. The bidder shall quote rates both in figures and words. On check if there are differences between the rates quoted by the bidder in words and in figures, the rate quoted in words will be considered as correct.
8. The bidder should submit the tender and quote the rates after assessing the work requirement.
9. The Tenders submitted by the Contractor shall remain valid for 75 days from the date of opening for the purpose of acceptance and award of work and validity beyond 75 days from the date of opening shall be by mutual consent. The Director, DBT, BRIC-ILS, Bhubaneswar is not bound to accept the lowest tender or any other tender and reserves the right of accepting the whole or any part of the tender without assigning any reasons and the Tenderer shall be bound to comply with the same at the rates quoted.

10. All notices, communications, reference and complaints made by the Travel Agency or the contractor concerned shall be in writing and no notice, communication, reference or complaint not in writing shall be accepted.

11. The Travel Agency shall indemnify the Director, DBT, BRIC-ILS, Bhubaneswar for losses/damages caused to this Institute for any improper action on their part.

12. The agency/bidder shall submit prior intimation, if any of his/her relative(s) is/are working in DBT, BRIC-ILS

Note : A person shall be deemed to be relative of another if, and only if, (a) they are members of a Hindu undivided family, or (b) they are husband and wife, or (c) the one is related to the other in the following manner : father, mother (including step mother), son (including step son), Son's wife, Daughter (including step daughter), Father's father, Son's son, Son's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, husband of Daughter's daughter, Brother (including step brother), Brother's wife, Sister (including step sister), Sisters husband.

13. The Director, BRIC-ILS, Bhubaneswar reserves the right to accept or reject any or all the tenders/offers without assigning any reason.

Sd/-
Administrative officer

TERMS AND CONDITIONS:

- 1) **Period of Contract:** The contract will be for a period of one year, extendable for another year, subject to providing satisfactory service by the Agency.
- 2) **Bank Guarantee/Security Deposit:** The successful contractor who will be awarded the contract has to furnish a Bank Guarantee for Rs10, 000/- of the estimated value of the work in favor of Director, BRIC-ILS, Bhubaneswar within 15 days from the date of issue of Letter of Intent (LOI) as Performance Security Deposit.
- 3) All the pages of the original tender document including the documents must be duly signed and stamped by the travel agency, failing which the offer may be liable for rejection.
- 4) **The requirement of day-to-day hired vehicles will be purely need-based.** Therefore, the requirement may be increased or decreased as per day-to-day requirement. The Director, BRIC-ILS, Bhubaneswar, will be under no obligation to hire any specific number of hired vehicles during any day/week/month or the period of the contract.
- 5) The Director, BRIC-ILS, Bhubaneswar reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
- 6) The contract can be terminated at any time by the Director, BRIC-ILS, Bhubaneswar by giving one month notice to the agency.
- 7) The bidder should be able to provide any number of specified types/categories of quoted vehicle not manufactured before December 2020 as per the day-to-day requirement of the Institute.
- 8) The pre-receipted bill shall be submitted by the Agency in duplicate, duly supported by the duty slip properly signed by the user and requisite documents [receipt(s) for payment of toll taxes, parking fees] on monthly basis. Payment to the Agency as per actual will be made by e-payment/RTGS after deduction of TDS (as per Rule).
- 9) The vehicles provided during the contract period should be neat and clean, good looking and should be in perfect running condition. The contract for providing hired vehicles services on DAY-TO-DAY REQUIREMENT BASIS may be given to the agency who has quoted the lowest rates while meeting all the terms and conditions. For non-availability of the demanded vehicle from the Agency, the Institute may hire vehicle from any other source(s) and the Agency will remain responsible to pay the difference amount (actual expenditure *minus* worked-out amount based on the agreed terms and conditions - with reference to the distance covered by the vehicle of the other source).
10. **PENALTY:** If any duty is refused by the Service Provider, verbally or otherwise and any complaint on account of unsatisfactory services of vehicles or driver is received, after examination of complaint then the Competent Authority, BRIC-ILS may impose a penalty as deemed appropriate. In case the quality of service by the contracted agency is found wanting and in event of any breach of the terms and conditions of the contract, BRIC-ILS may write to the issuing bank of the Bank Guarantee for revocation/liquidation of the same, in addition to any other action which may be taken by the Competent Authority.
- 11) **i. The driver deputed** on duty should not be involved in more than two punches in the driving license for negligent driving.
ii. The Drivers should be well-mannered, courteous, and polite to the officers with whom they are attached along with the vehicle.
iii. They should have neat and clean uniforms and display his name prominently on the shirt pocket.
iv. The agency has to ensure that drivers deputed neither smoke, consume alcohol/drink while on duty etc.
v. The driver should be well conversant with roads and routes of Bhubaneswar as well as prominent cities and places of Odisha.
vi. The operation and functions of the Driver shall be governed as per Motor Vehicles Act and Rules.
vii. Driver should carry cell phone while on duty, however should not attend to calls while driving. If necessary, they should stop the vehicle at the road side and attend the calls.
viii. Drivers will carry umbrella while on duty during all seasons.

- ix. Driver must not ask for any favour from traveling officials/Guests. Drivers should make their own arrangement for tea, breakfast, lunch, dinner, night halt etc.
 - x. The driver should always remain with the vehicle during entire period of duty. In case of any urgency, the driver may seek permission of the concerned officer/Guest traveling in the vehicle.
 - xi. Drivers should carry valid driving license & other documents such as valid registration certificate, insurance policy, pollution under control certificate, road tax receipt, permit etc. which are necessary for running of commercial vehicles.
 - xii. The driver should carry enough cash to pay for toll tax, parking charges, fuel and other incidental expenditure.
- 12) The Director, BRIC-ILS, Bhubaneswar shall not be responsible for any loss, damage or any accident of the vehicle or to any other vehicles or for the injury to the driver or to any other third party. The loss or damage or legal expenses on this account shall be borne by the bidder. The agency should have proper insurance for its drivers, vehicles and third party in compliance with the provision of Motor Vehicle Act.
 - 13) The bidder should have the PAN/TAN/GST Registration Number and should attach a photocopy of the same.
 - 14) The calculation of mileage shall be from reporting point or Institute/ BRIC-ILS Campus or to destination and or back to reporting point/Institute/ BRIC-ILS Campus and not be calculated on garage to garage basis of the agency.
 - 15) The service provider shall have to execute an agreement with BRIC-ILS, Bhubaneswar on a non-judicial stamp paper of Rs.100/-.
 - 16) The service provider shall provide the telephone number, WhatsApp, and e-mail address for 24 hours' contact.
 - 17) The vehicle should be provided immediately after receipt of written/WhatsApp/ telephone/e-mail intimation from In-charge/Head, Transport/IO or Administrative Officer or any other official authorized by the Director, BRIC-ILS, Bhubaneswar, with sufficient fuel and pocket money to the Driver.
 - 18) The quoted rates shall be all inclusive and no other charges will be paid extra except parking charges, toll taxes and GST as applicable.
 - 19) The agency shall ensure that odometer of cars supplied are properly sealed so that no tampering is done with a view to inflate distance traveled.
 - 20) The Authorized Officer may conduct surprise checks of odometer of the vehicles provided by the Agency from any authorized workshop and cost thereof will be borne by the Travel Agency.
 - 21) The agency should abide by rules laid down by any statutory authority relevant to the deployment of vehicles for service.
 - 22) The agency shall indemnify BRIC-ILS/DBT against any liability due to noncompliance of statutory obligations by the agency or any drivers for any reason whatsoever.
 - 23) All vehicles shall carry first-aid-box, stepney, toolbox with proper tools and vehicle shall be fitted with vehicle tracking system etc.
 - 24) In case of any breakdown of vehicle on duty, the agency shall make arrangement for providing another vehicle. In case of failure to provide a replacement vehicle, the user of the car can hire vehicle from any source in the outside rate to reach the destination and the Contractor is responsible to pay this amount to the Institute.
 - 25) Toll tax and parking charges, GST shall be reimbursed by BRIC-ILS, Bhubaneswar against production of documentary evidence.
 - 26) Vehicle shall be made available on all the days of the week during contract period.
 - 27) The successful bidder/agency shall not engage any sub-agency or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
 - 28) Any person who is in Govt. Service or an employee of BRIC-ILS /DBT shall not be made partner to the contract by the bidder/agency, directly or indirectly or in any manner,

whatsoever. The agency shall provide names & addresses, Cell Phone No. of the drivers along with their driving license number before commencement of operating the vehicle.

- 29) The agency shall provide statutory benefits to the drivers, who will be the employee of the agency for all practical purposes and interests.
- 30) The contract period of one year includes the initial trial period of three months. If the performance of the agency is not found satisfactory during the initial period of three months, then the contract will be terminated at any time.
- 31) Extension of contract beyond the trial period depends upon satisfactory completion of the trial period.
- 32) Bidder should sign and stamp on all pages of this tender document and submit the same as a token of acceptance of all terms and conditions stated therein.
- 33) **Payment of Bills:** The billing will be done on monthly basis. The payment will be made only for those duty slips which have been signed by the officer/staff using the vehicle. It will be the responsibility of the hired vehicle driver to get the duty slips signed by the officer/staff on a day to day basis. No payment will be made for unsigned duty slips. Duty Slip should be complete in all respect (i.e. Time and Odometer Reading at the time of commencement of journey from BRIC-ILS (Office/Campus) or reporting point, Time and Odometer Reading at the time of cessation of journey at BRIC-ILS (Institute/Campus) or destination, total run of vehicle and places visited for work *en route* (if any).
- 34) Bill of the completed month should be submitted by the contractor in the 1st week of the following month.
- 35) Payment for submitted bill will be made within thirty days of receipt of the bill.
- 36) Government permit for out-of-the-state duty may be reimbursed by BRIC-ILS on submission of proof of such payment.
- 37) TDS Deduction: Taxes as applicable will be deducted at source at the prescribed rates as decided by the Govt. from time to time.
- 38) No request of the Service Provider towards enhancement of the approved rates or changes of vehicle will be entertained by BRIC-ILS during the currency of the contract period unless market rate of 1 liter petrol/diesel increased by more than 20% to that of the rate of 1 liter petrol/diesel on the date of the agreement. In that case initially agreed rates may be revised upwards by an increase of 10% only. Likewise, reduction of vehicle charges rate shall be computed/calculated in the similar manner.
- 39) No advance payment will be made on any account.
- 40) The vehicles to be provided to BRIC-ILS should fulfill the norms prescribed by the Transport Department of Government of Odisha or other statutory authorities for hired vehicles.
- 41) Vehicles to be provided should have been commercially registered and fitted with black numbers with yellow background number plates.
- 42) In case of injury or loss of life of the staff/guests/visitors/students/trainees/members of any committee of DBT or BRIC-ILS, while traveling in travel agency's vehicles, the transporter or contractor shall make arrangements to pay suitable compensation in accordance with law in force to each and every one of the affected person or their legal heirs depending upon the merits of each individual case. Insurance claim settlement shall be time bound and transporter is solely responsible for this. In case of any third-party claim against DBT/ BRIC-ILS for any act of the employees of the transporter, the transporter shall act as guarantor and indemnify DBT/ BRIC-ILS to the extent of all claims and expenses.
- 43) The vehicle should be kept neat and clean, both inside and outside. Cleanliness of vehicles must be properly maintained. All essential gadgets such as Speedometer etc. will have to be maintained in excellent condition for the day to day running of the vehicles. No other person except the driver shall be permitted in the vehicle while transporting the staff.
- 44) The contractor should be able to provide vehicles at a short notice of half an hour or so.

- 45) If a person or any other official accompanying a user to any destination and return the same day in the same vehicle to Bhubaneswar, then no extra charge is payable. In this case, the agency should not engage the vehicle for any other duty, for any other party on its return journey.
- 46) The booking for vehicle may be cancelled at short notice for which no compensation will be made by the Institute.
- 47) The booking may be changed, revised, cancelled before or during the commencement of journey of vehicle services.
- 48) The service provider shall provide the requisitioned vehicle only. In case higher type of vehicle is provided, the payment will be made at the rate of requisitioned vehicle only.
- 49) Successful Tenderer/Bidder shall be required to enter into an agreement with BRIC-ILS /DBT, governing the terms and conditions of the contract on a non-judicial stamp paper

Sd/-
Administrative officer

QUALIFYING CONDITIONS:

Registered Travel Agency (ies) having GST registration, three years of experience with annual turnover of Rs.10.00 Lakhs or more and successfully carried out at least one similar contract of providing hired vehicles Services (Commercially Licensed Vehicle) on day to day basis during the last 3 years to any Govt./Semi Govt./Central/State autonomous bodies, PSU, DBT or its sister laboratories may submit their tenders with following details in Part-I (Technical Bid):-

1. Attested copy of certificate/license/registration of the Agency issued by the appropriate authority.
2. Proof of annual turnover.
3. Status: Whether Proprietor/Firm/Company.
4. Proof of three years of experience for providing vehicles on hiring basis on day to day basis.
6. Proof of having completed one such contract successfully during last 3 years in Govt./Semi Govt./Central/State autonomous bodies, PSU, DBT or its sister laboratories
7. Attested copy of GST Registration.
8. List of clients
9. Customer satisfaction proof in r/o contract/s mentioned at '4' above.
10. An undertaking that the travel agency has not been blacklisted by any Government Department/autonomous bodies, DBT or any of its Laboratories/Institutes as on the last date of submission of Bid.
11. Types of vehicle available with the Agency

Sd/-
Administrative officer

PART-I (TECHNICAL BID)

Tender No-ILS-14011/1/2025/001

Dated- 13.08.2025

1.	Name of the Agency	:
2.	Address of the Office of the Agency	:
3.	Annual Turnover of the Agency by a CA	:
4.	Status of the Agency (Proprietor/Firm/Company)	:
5.	Registration from Appropriate Authority	:
6.	Experience in providing commercially licensed vehicles on day to day basis.	:
7.	Successful work completion certificate for one such contract during last 3 years in Govt./Semi Govt./Central/State autonomous bodies, PSU, DBT or its sister laboratories	
8.	GST Registration	:
9.	PAN/TAN Number	:
10.	List of Clients	:
11.	Customer satisfaction proof in respect of contracts mentioned at Sl. No.6 above.	:
12.	Have your agency been blacklisted by any Government Department/autonomous bodies, DBT or any of its Laboratories/Institutes as on the last date of submission of Bid?	:
13.	Types of vehicle available with the Agency	:

NOTE : Bidder should submit documentary proof in r/o Sl.No.3,4,5,6,7,8,9,11,13 and declaration in r/o Sl.No. 1,2,10,12 above.

Signature of the Bidder with Date and Seal

PART-II (PRICE BID)**Tender No-ILS-14011/1/2025/001****Dated- 13.08.2025**

We, M/s. _____ submit our quotation for Annual contract for providing commercially licensed vehicles on Day to Day requirement basis at DBT-BRIC- Institute of Life Sciences, Bhubaneswar-751021, as under:

A	B	C	D	E	F	G
Sl. No	Type of vehicles	A/c	Local running (0 to 199 kms.) Rate per 1 hour/10 kms free .	Long running (200 and above kms.) Rate per km.	Detention charge per hour (only in case of Long running : max times of quoted rate on column E).	Night halt charge per night (Only in case of Long running; Max. Rs.250/-).
1	5 seater Sedan: Dezire/Ciaz/Honda City/Etios or equivalent	A/C				
2	5 seater Sedan: Dezire/Ciaz/Honda City/Etios or equivalent	Non-AC				
3	5 seater Hatchback: Swift/Baleno/Wagnor/Punch/Tiago/i10/Altroz or equivalent	A/C				
4	5 seater Hatchback: Swift/Baleno/Wagnor/Punch/Tiago/i10/Altroz or equivalent	Non-AC				
3	SUV 7seater : Scorpio or equivalent	A/C				
4	Innova/ Innova Crysta	A/C				
5	Winger equivalent	A/C				
6	Bus (40-45 Seater)	A/C				
7	Bus (40-45 Seater)	Non-AC				

- NOTE 1: i) Minimum bookings will be 4 hrs per vehicle except Airport / Rly station (Bhubaneswar) & back.
 ii) Minimum bookings will be 3 hrs per vehicle for Airport / Rly station(Bhubaneswar) & back.
 iii) Detention charges (Column-F) will be within three times of quoted rate on Column E.
 iv) Night halt charges Column-G) will be within Rs 250.00 per vehicle per night for all vehicles except BUS (from 10 P.M. to 6 P.m). For BUS the night halt charge will be Rs.500 /-. No detention charges will be applicable during night halt period.
 v) Vehicle covering below 200 kms. per day shall be billed as per local running charges (Either on hours or Kms basis but not both for billing)
 vi) Vehicle covering 200 kms. or more per day shall be billed as per long running charges.
 vii) Period of detention is total hours covered by vehicle minus(-) running hours (01 hr per 50 kms. Running for all vehicles except BUS. For BUS 01 hr per 40 Kms.).
 Viii) Local running extra km after free km (minimum booking mentioned at sl. i & ii above will be paid as per the km rate quoted at column E.
 ix. No extra km and time will be considered for to and fro journey from the travel agency to ILS. The km and time reading will start and end at ILS only.
 x. Maximum waiting period to reach the vehicle at ILS is 45 min- 1 hr. after booking.
 Xi) GST extra as applicable.

NOTE 2 : Evaluation of Price Bid will be done to establish L1 bidder based on the total price quoted at Column D of sl 1 & 4 only. However, ILS may negotiate with the L1 bidder to match the L1 price of other bidders for all other vehicles. ILS may also engage L2 bidder along with L1 bidder if L2 bidder agrees (otherwise L3 bidder will be engaged if agrees) to provide the vehicles at L1 final negotiated price.

Signature of the authorized signatory with seal of the Bidder

**SERVICE LEVEL AGREEMENT FOR
ANNUAL CONTRACT FOR PROVIDING COMMERCIALY LICENSED VEHICLES
ON DAY TO DAY REQUIREMENT BASIS AT
BRIC-INSTITUTE OF LIFE SCIENCES,
BHUBANESWAR – 751021.**

This AGREEMENT made on this _____ day of _____ between the First Party, BRIC- Institute of Life Sciences, Bhubaneswar Pin -751023 (a Society registered under the Societies Registration Act) and for BRIC-ILS - 751023 (hereinafter referred to as BRIC-ILS) of the ONE PART.

And

The Second Party, M/s _____
at _____ (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS BRIC-ILS, a laboratory under DBT is desirous of hiring the transport service on case-to-case basis at the BRIC-ILS, Bhubaneswar - 751023 and whereas the contractor has offered to provide the transport service on the terms and conditions herein after stated.

A. GENERAL CONDITIONS :

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the BRIC-ILS shall accrue/arise implicitly or explicitly.
2. That in case of the drivers so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the BRIC-ILS /DBT in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of BRIC-ILS / DBT in case of any of the aforesaid acts on the part of the said person.
3. The Tender document including the abridged Notice Inviting Tender(NIT), terms and conditions, specifications etc. shall form part of this agreement.

B. OBLIGATIONS OF THE CONTRACTOR:

1. The Contractor shall provide vehicles on day to day basis (commercially licensed) of different make on the specific requisitions from the authorized Officer of BRIC-ILS for transporting BRIC-ILS officials/other persons for the business of BRIC-ILS to the destination as specified in the requisition slip.
2. That the contractor shall submit details of the names, parentage, residential address, age, cell phone no. etc. of the Drivers deployed by him, towards performing the duty of the BRIC-ILS, for the purpose of proper identification. He shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
3. That the contractor shall at his own cost take necessary insurance cover in respect of the aforesaid services rendered to BRIC-ILS and shall comply with the statutory provisions and/or any other Rules/regulations and / or statutes that may be applicable to them and shall further keep the BRIC-ILS indemnified from all acts of omission, fault, breaches and / or any claim, demand loss, injury
4. It will be the responsibility of the Contractor (the Second Party) to ensure that the route

fixed for the vehicle while running do not violate any road or traffic rules or any other laws.

5. The vehicle should always take /avail the shortest route open for traffic between the originating station and destination.
6. The total hire charges inclusive of all taxes, for the services to be provided by the second party shall be at the rate offered and accepted.
7. The Contractor (the Second party) shall take out and keep alive valid insurance cover as per provision of the Motor Vehicles Act 1939. The Contractor (the Second party) shall also take and keep alive for all the vehicles riot risk insurance
8. The vehicles provided during the contact period should be neat and clean, good looking and should be in perfect running condition.
- 10) The Contractor (the Second Party) shall ensure that punctual and efficient service is provided at all times without speeding the vehicles *en route*. In case any vehicle not turning up at the specified place within fifteen minutes of the schedule time or in case of failure *en route* and alternative arrangement not being made by the Contractor (the Second Party) within a reasonable time, the car rider(s) traveling by the car shall be at liberty to travel by hired vehicles or any other transport from that point to the scheduled destination at the cost of the Contractor (the Second Party).
- 11) The Contractor (the Second Party) shall abide by all the directions and instructions issued to him from time to time by the BRIC-ILS (the First Party) considering it expedient for efficient and punctual functioning of the service.
- 12) It is the responsibility of the Contractor (the Second Party) that all Drivers deputed on duty must have a Cell Phone with them.
- 13) In case of failure on the part of the second party to comply within a reasonable time the BRIC-ILS (the First Party) shall have the power to impose fine to the maximum extent of Rs.10,000.00 (Rupees Ten Thousand Only).
- 14) The Agency shall provide an alternate vehicle
- 15) The vehicle hire bills shall be submitted by the Contractor (the Second Party) to the BRIC-ILS (the First Party) within 1st week of the following month..

C. OBLIGATION OF BRIC-ILS

The hire bill shall be submitted by the second party to the first party in the 1st week of the following month. The bill shall be paid by the first party within thirty days of receipt of the bills. That the BRIC-ILS shall reimburse the amount of GST, if any, paid by the Contractor to the Appropriate Government Authorities on account of the services rendered by them. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor within 15 days after the submission of bills as in the just preceding paragraph.

D. INDEMNIFICATION:

1. That the Contractor shall keep the BRIC-ILS indemnified against all claims whatsoever in respect of the Driver/Employees deployed by the Contractor. In case any of the Drivers /employees of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the Contractor to contest the same. In case BRIC-ILS is made party and is supposed to contest the case, the BRIC-ILS will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to BRIC-ILS on demand. Further, the contractor shall ensure that no

financial or any other liability comes on BRIC-ILS in this respect of any nature whatsoever and shall keep BRIC-ILS indemnified in this respect.

2. The Contractor shall further keep the BRIC-ILS indemnified against any loss to the BRIC-ILS property and assets. The BRIC-ILS shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

E. PENALTIES / LIABILITIES:

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the Director of the BRIC-ILS in this behalf, a penalty leading to a deduction unto a maximum of 10% of the total amount of bill for a particular month will be imposed.

F. COMMENCEMENT AND TERMINATION:

1. That this AGREEMENT shall come into force w.e.f _____ and shall remain in force for a period of two years. The AGREEMENT may be terminated by the BRIC-ILS (First Party) on giving the Contractor (the Second Party) thirty days notice. The AGREEMENT may be renewed after two years with mutual consent.
2. That this agreement may be terminated on any of the following contingencies: -
 - a) On the expiry of the contract period as stated above.
 - b) By giving one month's notice by BRIC-ILS on account of:
 - i) for committing breach by the Contractor of any of the terms and conditions of this agreement.
 - ii) On assigning the contract or any part thereof to any sub-contractor by the Contractor without written permission of the Director, BRIC-ILS.
 - c) On being declared the Contractor insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

It shall be the duty of the Contractor to remove all the persons, materials, vehicles deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person or material creates any disruption / hindrance / problem of any nature for BRIC-ILS.

ARBITRATION:

1. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between BRIC-ILS and the Contractor, in connection with or arising out of the Agreement, shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.
2. The award of the arbitrator shall be final and binding on the parties.

For and on behalf of
BRIC-ILS, Department of Biotechnology,.....,
....., New Delhi -110001

Administrative Officer
BRIC-Institute of Life Sciences, Bhubaneswar - 751021

Countersigned by
COFA/F&AO, BRIC-ILS ,Bhubaneswar

For and on behalf of
The contractor_____

WITNESS

- 1.
- 2.

Signature of the owner/proprietor of the Agency