

आई सी एम आर - राष्ट्रीय ट्रांसलेशनल वाइरॉलॉजी एवं एड्स अनुसंधान संस्थान, (भारतीय आयुर्विज्ञान अनुसंधान परिषद) स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार

Date:

06/01/2025

ICMR – National Institute of Translational Virology and AIDS Research,
(Indian Council of Medical Research)
Ministry of Health and Family Welfare, Government of India

Quotation Enquiry

PP No: 2502/NITVAR-Purchase/2024-25

Sales Quotations are invited on behalf of the Director, ICMR-NITVAR, Pune for the following items for the mentioned quantities; along with the company profile and other documents and details asked below.

Sr No:	Item	Cat No.	Quantity	Pack Size
1	6/7 seater SUV Vehicle (Details as per Annexure I)	-	6 vehicle for three months	-

^{*} Annexure I is on Pg no. 03 and Service Level Agreement is on Pg no. 05)

General Terms and Conditions

- 1. Vendors are requested to go through the Annexure I and the Service Level Agreement attached with this Enquiry document.
- 2. Vendors are requested to include in the quote taking into consideration the requirements in Annexure I and the Service Level Agreement;
- 3. Vendor should quote any additional charges if applicable in the quote itself.
- 4. Billing cycle shall be monthly.
- 5. Vehicle shall be deployed by the service provider in accordance with Terms and Conditions provided in the Service Level Agreement.
- 6. Vendors after successful award of the Contract need to furnish the PBG of 5% of the Total Contract Value for the period of 5 months in the name of the The Director, ICMR-NITVAR, Pune.

Documents required to be submitted along with the quotation.

- 1. Vendors participating in the tender process must submit a certificate of unconditional compliance with the provisions outlined in the Enquiry, Annexure I, and the Service Level Agreement, along with the quotation document.
- 2. Firm Registration Certificate of the Vendor.
- 3. Vendor's GST and PAN details.
- 4. Chartered Accountant-audited turnover of the firm for the last three financial years.
- 5. Copies of purchase orders executed in the last three financial years.
- 6. Details of vehicles proposed to be deployed by the service provider upon award of the Purchase Order, along with self-certification of their compliance with the Enquiry, Annexure I, and the Service Level Agreement. (Supporting documents must be submitted with the quotation.)

The quotation superscribed as 'Quotation for PP No. 2502 addressed to the Director, ICMR - National Institute of Translational Virology and AIDS Research, 73-G, MIDC, Bhosari, Pune 411026, Post Box No. 1895, should be either dropped at the reception of ICMR-NARI, Pune or sent through by speed post /Courier latest by 13th of January, 2025 till 5:00pm in a sealed Envelop.

Vendors must submit two separate sealed envelopes:

- 1 Technical Quote: This envelope should include all technical documents, the Service Level Agreement, and any other required documents mentioned in the enquiry, excluding the financial quote.
- 2 Financial Quote: This envelope should include only the financial quote.

Other Terms and Conditions:

- 1 This is an enquiry and must not be treated as order.
- 2 Any decision taken by the Director, ICMR NITVAR at any point of time in connection with this process shall be final and conclusive and no claim or disputes from any quarter in that regard shall be entertained.
- 3 No advance payment will be made. The payment will be made on receipt of services availed and satisfactor report of the end user.
- 4 ICMR-NITVAR Pune will not be responsible for any delay for the reciept of the quotations.
- 5 Vendors are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

6 To furnish supporting documentation in case of eligibility as an MSME.

Administrative Officer,

ICMR - NITVAR, Pune

ANNEXURE - 1

The Details of the Vehicle to be provided are as following table:

PARAMETER	DETAILS				
Vehicle Type	SUV				
Type of Car permitted	Maruti Suzuki Ertiga, Mahindra XUV 500, Maruti Suzuki Vitara Brezza, Maruti Suzuki XL6, Mahindra Scorpio, Mahindra Bolero, Mahindra Marazzo, Tata Sumo, KIA Carens, KIA Seltos, Mahindra Xylo				
Usage Variant	2000 km x 320 hours (Monthly Calculations)				
Type of Service	Outstation 24*7				
Year of Vehicle Model	2023, 2022, 2021, 2020				
Km Travelled	Upto 1,00,000 kms				
Air Conditioning Requirement	A/C				
Area of Operation	Hilly Areas				
Fuel Type	Any				
Estimated Number of Outstation Nights/Month/Vehicle	30				
Duration (Months)	3				

♦ Payment for Extra Distance and Extra Duty Hours

The payment for extra distance and extra duty hours will be done on the basic package rate as under:

1. Extra Per Km Charges

- Formula: (Monthly package cost ÷ No. of kms in monthly package) × Factor
 - Factor:
 - 0.5 in case of normal service
 - 0.4 in case of 24x7 service

2. Extra Hour Charges

- \circ Formula: (Monthly package cost \div No. of hours in monthly package) \times 0.4
 - In case of 24x7 service, no charges for extra hours will be paid.

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Example Calculation for Extra Kms

Illustration for calculation of extra 100 kms beyond package kms:

Service Type	Normal Service	24x7 Service		
Package	2000 Kms × 320 Hrs	2000 Kms		
Package Cost (INR)	50,000	60,000		
Per Km Cost (INR)	$(50,000 \div 2000) = 25$	$(60,000 \div 2000) = 30$		
Multiplied by Factor	$25 \times 0.5 = 12.5$	$30 \times 0.4 = 12$		
Cost for Extra 100 Kms	$12.5 \times 100 = 1,250$	$12 \times 100 = 1,200$		

Regarding the above the requirements the following conditions are provided:

- 1. The payment is subjected to the usage of the service as per the above requirements.
- The service area encompasses Pune, Mumbai (including Mumbai Suburban), Thane, Satara, and Dhule districts in Maharashtra. Project sites within these districts will be disclosed to the service provider upon awarding the purchase order.

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Service Level Agreement between the Buyer and the Service Provider

The Agreement as prescribed herein shall be bound on the Buyer and the service provider.

1. Definition;

- 1. Buyer National Institute for Translational Virology and AIDS Research, Pune.
- Service Provider The vendor who succeeds in acquiring the contract for the service through a tendering process carried out by NITVAR, Pune.

2. AGREEMENT OVERVIEW

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Cab & Taxi Hiring Service provider. The purpose of this agreement is to facilitate implementation of Vehicle Hiring Services - Vehicle-Monthly Basis from the buyer's premises or any other premises designated by buyer. This Agreement outlines the scope of work, buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement shall remain valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

Service Details and Standarus

- All vehicles provided shall have all the necessary permits/licenses/clearances including but not limited to
 fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, etc. as per the Motor
 Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this
 service.
- All vehicles provided shall be fully air conditioned and shall be equipped with an emergency medical first aid kit, a fire extinguisher and Hand Sanitizer.
- 3. All vehicles should be in excellent working condition (both internally and externally) at all times. The Service Provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odour and any personal belongings of the driver.
- 4. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
- The vehicle deployed shall be parked at Designated Surveillance Site as instructed by Local Site Incharge from time to time during and after the duty hours.
- The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
- 7. The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also have an active internet connection at all times where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be reachable at all times during duty hours and should maintain close coordination with the Site Incharge all the time.
- 8. The drivers of the vehicles deployed should maintain polite & courteous behavior towards the buyer/passenger. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by Buyer/user, use of abusive language, theft, shall attract penalties as per provisions of the contract.
- 9. Service Area: The Pune, Mumbai and Mumbai-suburban, Thane, Satara and Dhule Districts of Maharashtra.

Defined Timelines

- The Service Provider shall ensure that assigned vehicle and driver report within 24 Hours of confirmation of order or as mutually agreed with the Buyer.
- Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.
- Delay in arrival beyond 30 minutes, shall attract penalties.



4. Service Assumptions

- The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator
 of vehicles/ individual drivers. However, it is the Service Provider who shall be fully responsible and liable to
 deliver the services as per the contract.
- The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
- The Buyer shall be entitled to use the vehicle within the scope of service specified under this
 Agreement/contract and at no time during or after the completion of the contract, will the ownership of hired
 vehicle be transferred to the Buyer.
- The vehicle deployed for duty shall at no point of time carry any person other than personnel authorised by the Buyer.
- The drivers/ staff provided by the Service Provider shall not be deemed employees of the Buyer hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws shall be the sole responsibility of the Service Provider.
- Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any
 accident arising out of and in the course of deployment of service provider's vehicle.
- 7. The Buyer shall in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the Service Provider.
- During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle
 Authority or any other authorities for whatsoever reasons that will be at the Service provider's risk and shall
 arrange alternate vehicles.

5. SERVICE PROVIDER'S OBLIGATION

- Service Provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
- Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.
- 3. The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in off duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by Service Provider to avoid any inconvenience to the Buyer.
- 4. The Service Provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act. The Service Provider shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Buyer on actual basis as paid by the ServiceProvider.
- The Service Provider must ensure that all the necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
- The Service Provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the Buyer.
- In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then Service Provider shall immediately notify the Buyer of the above change.
- 8. The Service Provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the Service Provider only and the Buyer shall not be liable for the same in any manner.
- 9. The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
- 10. A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the Service Provider.



- 11. In an event that Service Provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then Buyer shall have right to recover damages as per the provisions of the contract.
- 12. The Service Provider shall be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
- 13. The Service Provider shall deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The Service Provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.

6. SERVICE TRACKING

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analysing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

6.1 Logbook

- 1. The Service Provider shall maintain a separate duty slip for each vehicle, which will be signed by the authorised signatory of the Buyer/ passenger. Before each vehicle /car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the Buyer. On the basis of each vehicle's duty slip, the Service Provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.
- The Service Provider can raise an issue against the rejection of any entry by the Buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

6.2 Service Performance And Feedback

- The principal point of contact for the issues arising out of this Agreement shall be the Service Provider or a
 designated representative who shall be any employee of the Service Provider in administrative and managerial
 capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely
 responsible for maintaining the quality and level of service provided.
- The Service Provider shall maintain a complaint register in the vehicles for the complaints by the passenger travelling in the vehicle.

7. PENALTIES AND FINE

Penalties and fine are as follows;

#	Nature of Default	Non deployment for 30 min or more, no replacement provided up to 2 hours	Penalties	Remarks		
			1st instance	2nd instance	3rd instance	
1	deployment of		charges for vehicle hired by Buyer	charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle	charges for vehicle hired by Buyer from third party and a penalty of	terminate the contract or continue to impose the same penalty as imposed for 3rd
2	vehicle/driver	Non deployment for 30 min or more, replacement provided up to 2 hours		of daily vehicle		After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance.
3	vehicle during	No replacement provided up to 2 hours	charges for vehicle hired by Buyer	charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle	charges for vehicle hired by Buyer from third party and a penalty of	contract or continue to impose the same penalty as imposed for 3rd
4		No replacement provided up to 2 hours		charges for vehicle hired by Buyer from third party and a penalty of 8% of daily vehicle	charges for vehicle hired by Buyer from third party and a penalty of	terminate the contract or continue to impose the same penalty as imposed for 3rd
5		For 30 mins or more	Warning	daily vehicle	of daily vehicle	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance.
6	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000	Penalty of Rs. 2000/-		After 2nd instance, the service provider will have to replace the driver

7	Driver in intoxicated state	Any instance	Penalty of Rs. 2500/-				After 1st instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.
8	address	addressed after 24 hours of	500/-	Penalty of 800/-	Rs.	Penalty of Rs. 1000/-	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance.

PAYMENT TERMS

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

8.1 Payment Condition

- The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
- 2. No advance payment shall be made to the Service Provider.
- The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.
- Nonetheless, any charges borne by the Service Provider with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.

8.2 Payment Cycle

- Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
- The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

8.3 Payment Process

- Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
- All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
- 3. Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

9. AMENDMENT OF CONTRACT

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

- Amendment of the Contract after event of Force Majeure: In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the Agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
- Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

8.

Variation of the Contract as per both parties' consent: Variation of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment.

10. TERMINATION OF CONTRACT

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

- Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
- 2. Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.