

सीएसआईआर-राष्ट्रीय धातुकर्म प्रयोगशाला
CSIR-National Metallurgical Laboratory
(वैज्ञानिक एवं औद्योगिक अनुसंधान परिषद)
(Council of Scientific and Industrial Research)
जमशेदपुर/Jamshedpur - 831007



ई-निविदा दस्तावेज – e-Tender Document

निविदा संदर्भ सं./Tender Reference No.: CSIR-NML/E-III/TPT CELL/VEHICLE RC/01/2025

कार्य का नाम/Name of the Work

**SHORT TERM CAB AND TAXI HIRING SERVICES AT CSIR-NML,
JAMSHEDPUR-831007**

NIT

This Tender document is non-transferable



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**SHORT TERM CAB AND TAXI HIRING SERVICES (COMMERCIALY LICENSED VEHICLE) AT CSIR-NML,
JAMSHEDPUR-831007.**

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No. T&G/TPT Cell/NML/2025

Date: 05-12-2025

Tender Notice

Bids are invited through GeM under the Two-Bid System (Part-I: Technical Bid and Part-II: Price Bid) for providing taxi services on a day-to-day basis from registered service providers who have successfully executed at least one similar contract for providing day-to-day car hiring services (commercially licensed vehicles) to any Govt./Semi-Govt./Central/State Autonomous Bodies, PSU, CSIR or its sister laboratories, or any reputed corporate body during the last three(03) years, amounting to not less than 80% of the estimated cost; or two contracts each amounting to not less than 60% of the estimated cost; or three contracts each amounting to not less than 40% of the estimated cost. Tenderers are required to submit proof of fulfilling all the eligibility conditions along with copies of PAN, GST number, and a valid trade license.

Sl. No.	Name of Work	1. Estimated Cost 2. Earnest Money Deposit/ Bid Securing Declaration	Tenure of contract
1.	SHORT TERM CAB AND TAXI HIRING SERVICES (COMMERCIALY LICENSED VEHICLE) AT CSIR-NML, JAMSHEDPUR.	1. Rs.15 Lakhs 2. All the bidders must submit bid securing declaration form as per attached format with this tender document.	The tenure of contract will be for a period of one year. The Contract period can be extended with the existing terms and conditions for a further period upto one-year subject to satisfactory performance with the approval of Competent Authority.

Validity of tender will be 90 days from the date of opening of tender. The bidder has to submit copy of satisfactory work completion certificate in respect of at least one similar nature of work of the aforesaid value done in the last three years. Earnest money is liable to be forfeited if the bidder awarded the work fails to start the work immediately and in any case within 10 (ten) days from the date of issue of the work order. For further details regarding this tender or for the further amendments, Corrigendum, extension of NIT or revision, cancellation of NIT etc., please visit CSIR-NML website www.nmlindia.org or GeM Portal. Director, CSIR- NML reserves the right to reject any or part thereof all bid without assigning any reason.

- Sd -
(C Officer)

NOTICE INVITING E-TENDER (CSIR-NML/E-III/TPT CELL/VEHICLE RC/01/2025)

1. Bids are invited through GeM under the Two-Bid System (Part-I: Technical Bid and Part-II: Price Bid) for providing taxi services on a day-to-day basis from registered service providers who have successfully executed at least one similar contract for providing day-to-day car hiring services (commercially licensed vehicles) to any Govt./Semi-Govt./Central/State Autonomous Bodies, PSU, CSIR or its sister laboratories, or any reputed corporate body during the last three years, amounting to not less than 80% of the estimated cost; or two contracts each amounting to not less than 60% of the estimated cost; or three contracts each amounting to not less than 40% of the estimated cost. Tenderers are required to submit proof of fulfilling all the eligibility conditions along with copies of PAN, GST number, and a valid trade license.

Tender details:

Name of Work	Estimated cost of the tender	Earnest Money Deposit/ Securing Declaration	Period of tender
SHORT TERM CAB AND TAXI HIRING SERVICES (COMMERCIALY LICENSED VEHICLE) AT CSIR-NML, JAMSHEDPUR.	Rs.15 Lakhs	All the bidders must submit bid securing declaration form as per attached format with this tender document.	The tenure of contract will be for a period of one year. The Contract period can be extended with the existing terms and conditions for a further period upto one-year subject to satisfactory performance with the approval of Competent Authority

Date Schedule: As mentioned on GeM portal.

2. The bidder is required to furnish the satisfactory work completion certificate clearly mentioning the period of work done [during the last three years] in any Govt./Semi-Govt./Central/State Autonomous Bodies, PSU, CSIR or its sister laboratories, or any reputed corporate body as a proof of work experience for the values (in Rupees) as follows:

(i) Three completed works costing not less than the amount equal to 40% of the estimated cost.

OR

(ii) Two completed works costing not less than the amount equal to 60% of the estimated cost.

OR

(iii) One similar completed work of 80% of the estimated cost.

3. Bidder must upload scanned copies of the following documents in the first cover of e-tenders along with the documents as mentioned in Sl. No. 2:

- i) Attested copy of certificate/license/registration of the Agency issued by the appropriate authority.
- ii) Status: Whether Proprietor/Firm/Company.
- iii) Proof of experience.
- iv) Proof of GST registration.
- v) Proof of PAN No.
- vi) List of clients
- vii) An undertaking that the agency has not been blacklisted by any Govt./Semi-Govt./Central/State Autonomous Bodies, PSU, CSIR or its sister laboratories, or any reputed corporate body as on the last date of submission of the bid.
- Viii) Number of vehicles (attach copy of RCs)

- ix) Income Tax return of the company for the last Three preceding years (2022-23, 2023-24, 2024-25).
- x) Types of vehicle available with the Agency.
- xi) One self attested recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- xii) No relation declaration (with employee)
- xiii) Bid security declaration
- xiv) Price Fall Clause Certificate

Note: All documents scanned and uploaded by agency should be signed, stamped and clearly legible. If any of the above documents is found missing / not clear in reading or non-satisfactory, the tender shall summarily be rejected. The decision of CSIR-NML shall be final and binding. Financial bid of such agencies shall not be opened.

4. All the bidders must upload filled in Price Bid format in the second cover of e-Tender.
5. Tender sent offline (Courier / Speed Post/Fax or submitted by person) will not be considered.
6. The Price-bid of those bidders will only be considered whose technical bids are accepted after scrutiny.
7. Deduction like Income Tax (TDS), GST-TDS etc. will be deducted from the bills of the bidders as per the instructions of the Govt. of India as applicable from time to time while making payment.
8. The bidder shall go through the entire tender document, Scope of work, terms and conditions, qualifying conditions etc. before uploading their offer.
9. Tender shall remain valid for 90 days from the date of opening of Technical bids. Validity beyond 90 days from the date of opening of price bids may be decided by mutual consent.
10. The successful bidder has to execute a formal agreement with the Director, CSIR-NML on a Non Judicial Stamp Paper of Rs.100.00 within seven days of receipt of LOI.
11. Canvassing in any form in connection with the tender is prohibited and tenders submitted by the bidders / firms who resort to canvassing are liable for rejection.
12. In e-tendering, bidder can quote the rates in figures only. In the e-tendering, the rate in words of each item and total is generated automatically. Therefore, the rate quoted by the bidder in figures is to be taken as correct.
13. Director, CSIR-NML, reserves the right to accept or reject any or all the tenders/offers without assigning any reason.
14. It is mandatory for the bidder to provide a self-declaration, if any of his relatives is related to CSIR-NML or have any direct or indirect interest with this institute in any way.
15. All notices, communications, reference and complaints made by the bidder shall be in writing and no notice, communication, reference or complaint not in writing shall be entertained.
16. The Travel Agency shall indemnify the CSIR-NML, for losses/damages caused CSIR-NML for any improper action on their part.
17. In case of any delay in providing the vehicle requisitioned, in time, the party has to bear the loss incurred by CSIR-NML, Jamshedpur at the rate of air/train ticket.

Period of Contract:

The tenure of contract will be for a period of one year. The Contract period can be extended with the existing terms and conditions for a further period up to one-year subject to satisfactory performance with the approval of Competent Authority

SCOPE OF WORK FOR TAXI SERVICES:

To provide AC and Non-AC Taxi service (Commercially licensed vehicle) to CSIR-NML, Jamshedpur - 831007, as and when asked for.

TERMS AND CONDITIONS:

- 1) Performance Bank Guarantee/Performance Security Deposit: A security deposit in the form of bank draft or bank guarantee of Rs. 75,000/- (Rupees Seventy Five Thousand Only) needs to be furnished by the successful bidder from any nationalized / Scheduled Commercial bank. In case of bank guarantee, it should be valid for a period of 60 days beyond the contract period. The Bank Guarantee shall be released after the successful completion of the contract. The bank guarantee must be extended accordingly if the contract is extended further.
- 2) The requirement of day-to-day Taxis will be purely need based. Therefore, the requirement may be increased or decreased as per day to day requirement. The Director, CSIR-NML will be under no obligation to hire any specific number of taxis during any day/week/month or during the period of contract. The Director, CSIR-NML or his authorized officer reserves the right to allot the duty on requisition basis to the agency/s.
- 3) The contract can be terminated by the Director, CSIR-NML by giving one month's notice to the agency. However, during the notice period the agency will continue to provide their services as per T&C on the contract.
- 4) The bidder should be able to provide any number of specified type/category of quoted vehicle not manufactured before January 2020 as per the day-to-day requirement of the Institute.
- 5) The pre-receipted bill shall be submitted by the Bidder in duplicate, duly supported with the duty slip properly signed by the user and requisite documents [receipt(s) of payment towards toll taxes, parking fees] on **monthly basis**. Payment to the Bidder will be made by RTGS after deduction of TDS, GST-TDS and other taxes as per Rules.
- 6) The vehicle to be provided should be neat and clean and be in excellent running condition. The driver of the vehicle should be well dressed and maintain a courteous behavior with the user.
- 7) The order for providing taxies may be given to L-1 bidder.
- 8) In case the quality of service by the agency is found unsatisfactory, the Director, CSIR-NML may terminate the contract after giving one month's notice. The decision of the Director, CSIR-NML will be final in this matter.
- 9) If complain received against the service provider for more than two times, the applicable penalty charges of Rs. 2000/- or as decided by Competent authority will be deducted from his/her next bill.
- 10) The vehicle should report at the duty point well before time. (At least 30 minutes before the scheduled departure).
- 11) The vehicle should be properly insured and must carry all valid necessary papers/permits issued by the Transport Authority or any other concerned statutory authority including pollution certificates.
- 12) The driver deputed on duty must not have more than two punches in the driving license for negligent driving.
- 13) The Director, CSIR-NML 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 ensure to have proper insurance of the vehicle, drivers and fellow passengers as per Rule.
- 14) The calculation of mileage shall be calculated from reporting point of journey.
- 15) The agency shall provide at least two telephone numbers for 24 hours' contact.
- 16) In case of any breach of the terms and conditions of the contract, the Drawing and Disbursing Officer, CSIR-NML may deduct a sum of similar rupees against the negligence value from the pending bill of the agency on the advice of the Competent Authority, CSIR-NML and/or 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.
- 17) The service providers shall bear all costs on account of fuel, oil, spares, comprehensive insurance, repair & maintenance etc. of the vehicles. The salary and other costs of drivers shall also be borne by the agency as per prevailing wage rate fixed by the appropriate authority.
- 18) The agency shall ensure that odometer of cars supplied is in working condition and properly sealed so that no tampering is done with a view to inflate the distance travelled.
- 19) The Authorized Officer, CSIR-NML 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.

- 20) The agency shall abide by rules laid down by any statutory authority, State/Central Govt. relevant to the deployment of vehicles for Taxi service.
- 21) The agency shall indemnify CSIR-NML/CSIR against any liability due to non-compliance of statutory obligations by the agency or any drivers for any reason whatsoever.
- 22) All vehicles shall carry first-aid-box, water bottle, car perfume, toolbox, mobile charger, Seat Belts, Tissue paper, Quality radio/ music system etc.
- 23) In case of any breakdown of vehicle on duty, the agency shall make alternate arrangement to provide another vehicle on priority basis. In case of delay, the user of the car can hire vehicle from any source at other outside rates to reach the destination and the agency will be responsible to reimburse the same.
- 24) Toll tax and parking charges shall be reimbursed by CSIR-NML against production of documentary evidence.
- 25) The driver should be well conversant with roads and routes of Ranchi, Durgapur, Jameshedpur, Dhanbad, Kharagpur, Kolkata and other travelling cities. The operation and functions of the vehicle / Driver shall be governed as per Motor Vehicles Act and Rules.
- 26) The driver should always remain with the vehicle during the period of duty. In case of any urgency, the driver may seek permission of the user to be out of vehicle for short duration, say 15-30 minutes.
- 27) The driver should carry enough cash to avoid emergent incidental expenses including toll tax, parking charges, fuel etc.
- 28) Vehicle shall be made available round the clock during contract period.
- 29) 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.
- 30) Any person who is in Govt. Service or an employee of CSIR-NML/CSIR shall not be made partner to the contract by the bidder/agency, directly or indirectly or in any manner, whatsoever.
- 31) The agency shall provide names & addresses, Cell Phone No. of the drivers before commencement of operation of the vehicle.
- 32) The agency shall provide all statutory benefits to the drivers as per rule.
- 33) 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.
- 34) Extension of contract beyond trial period depends upon satisfactory completion of the trial period.
- 35) Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein.
- 36) LPG Cylinders should not be used for running the vehicles in any case. However, CNG vehicle is allowed for to provide services.
- 37) 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 agency to get the duty slip signed by the user immediately after completion of journey. No payment will be made for unsigned duty slips. Duty Slip should be completed in all respect (i.e. Time and Odometer Reading at the time of commencement of journey from CSIR-NML (Office/Colony) or reporting point, Time and Odometer Reading at the time of cessation of journey at CSIR-NML (Laboratory/Colony) or destination, total run of vehicle and places visited for work *end route* (if any). The payment of the bill will be made to the agency within 30 days from the receipt of the bill subject to submission of all required documents with the bill by the agency.
- 38) Bill should be preferred on monthly basis. Bill of the completed month should be submitted by the bidder in the 1st week of the following month.
- 39) Payment for submitted bill will be made to the bidder after due approval of the Competent Authority.
- 40) Government permit for out of the state duty may be reimbursed by CSIR-NML on submission of proof of such payment.
- 41) TDS Deduction, GST- TDS and other taxes: Taxes as applicable will be deducted at source at the prescribed rates as decided by the appropriate Govt. from time to time.
- 42) No request of the Service Provider towards enhancement of the approved rates or changes of vehicle will be entertained by CSIR-NML during the currency of the contract period unless market rate of petrol/diesel/CNG is 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. While fixing the rates, the revised rate will be rounded off to the nearest multiple of 25 paise only. In all instances hiring rates of vehicle may be revised for every increase of petrol/diesel/CNG rates by 20% to that of the rate of 1 liter petrol/diesel/CNG at the time of fixing the preceding vehicle rates/charges and vice versa.

- 43) No advance payment will be made by CSIR-NML on any account.
- 44) The vehicles to be provided to CSIR-NML should fulfill the norms prescribed by the Transport Department of Government of Jharkhand or other statutory authorities for commercially licensed vehicles.
- 45) CSIR/CSIR-NML is neither responsible nor liable to pay any compensation for injury / death caused to bidder's operating staff in the event of any accident.
- 46) In case of injury or loss of life of the staff/guests/visitors/students/trainees/members of any committee of CSIR or CSIR-NML, while traveling in travel agency's vehicles, the transporter or bidder 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 service provider will be solely responsible for this. In case of any third party claim against CSIR/CSIR-NML for any act by the employees of the bidder, the bidder shall act as guarantor and indemnify CSIR/CSIR-NML to the extent of all claims and expenses.
- 47) The essence of the contract will be on qualitative / satisfactory services. Any complaint on account of unsatisfactory services of vehicles or drivers will be liable for such penalty as may be considered reasonable and necessary by the Director, CSIR-NML.
- 48) The vehicle should be kept in neat and clean condition, both inside and outside. In no case, the driver should be allowed to smoke while driving the vehicles or be in an inebriate condition or to bring blankets/shawls etc., which may create bad ambience inside the vehicle. All essential gadgets such as Speedometer, Seat Belt, Air condition etc. will have to be maintained in excellent condition. No other person except the driver shall be permitted in the vehicle. The vehicles should have mobile charging points for mobile charging of traveler.
- 49) The bidder should be able to provide vehicles at the short notice of half an hour or so.
- 50) Outstation duty will be treated as duty or hiring of vehicle for the whole day. No halting charges are payable if the vehicle returns/commence return journey on the same day. Bidders are requested to quote their rates accordingly. If the vehicle is detained for the next day, then halting charges will be counted from next day 6 AM onwards up to the time of commencement of return journey. Only night charges will be paid for first night.
- 51) If a person or any other official accompany a user to any fixed point journey and return the same day in the same vehicle to Jamshedpur, then no extra charge is payable. In this case, the agency should not engage the vehicle for any other duty, for any other party for its return journey.
- 52) For Local Journey (except fixed point journey), the vehicle will be hired either for 40 KM/5hours journey or 80 KM/10 hours journey.
- 53) Besides above, Halting charges is payable from 6 AM to 10 PM. Night charges is payable between 10 pm to 6 AM. Both halting charges and night charges shall not be payable for same duty.
- 54) The booking for taxi may be cancelled at short notice for which no compensation will be made by CSIR-NML.
- 55) The booking may be changed, revised, cancelled before or before the commencement of journey.
- 56) No Agency should demand duty of a particular type in the case of taxi services.
- 57) If any duty is refused by the agency, verbally or otherwise, then the Competent Authority, CSIR-NML may impose a penalty as deemed appropriate.
- 58) 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.
- 59) Bidders are to quote for day to day Taxi Services only.
- 60) By virtue of this contract, no relationship of employees and employer will be created between the drivers deployed and CSIR-NML, it will be sole responsibility of the service provider to pay salary and other perks to its drivers and no complaints by any of its drivers in this regard will be entertained by CSIR-NML.

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PRICE-BID FORMAT

Rate Schedule:

Sl. No.	Type of Duty	Type of Vehicles	Amount (Rs.)
01.	HIRING A VEHICLE ON DAILY BASIS UPTO 40 KMS/ 5 HOURS PER DAY	Sedan (Such as Amaze, Dezire etc)	AC
			Non-AC
		MUV(Such as Innova Crysta etc)	AC
			Non-AC
02.	HIRING A VEHICLE ON DAILY BASIS UPTO 80 KMS/10 HOURS PER DAY	Sedan (Such as Amaze, Dezire etc)	Non-AC
			AC
		MUV(Such as Innova Crysta etc)	Non-AC
			AC
03.	RATE PER KM FOR OUTSTATION JOURNEY DISTANCE MORE THAN 80 KM PER DAY (BETWEEN EARLY MORNING TO LATE EVENING)	Sedan (Such as Amaze, Dezire etc)	AC
			Non-AC
		MUV(Such as Innova Crysta etc)	AC
			Non-AC
04.	JAMSHEDPUR TO RANCHI AIR PORT (TO & FRO) CHARGES FOR FIXED POINT	Sedan (Such as Amaze, Dezire etc)	AC
			Non-AC
		MUV(Such as Innova Crysta etc)	AC
			Non-AC
05.	OVER TIME CHARGE PER HOURS	Sedan (Such as Amaze, Dezire etc)	AC
			Non-AC
		MUV(Such as Innova Crysta etc)	AC
			Non-AC
06.	NIGHT HALT CHARGES	Sedan (Such as Amaze, Dezire etc)	AC
			Non-AC
		MUV(Such as Innova Crysta etc)	AC
			Non-AC
06.	VEHICLE HALT CHARGES	Sedan (Such as Amaze, Dezire etc)	AC
			Non-AC
		MUV(Such as Innova Crysta etc)	AC
			Non-AC

NB: The Rates mentioned in the Rate Schedule will prevail wherever there is any contradiction between the Rate Schedule and rate quoted otherwise.

- Note:
 - a. Night Charges per night would be paid if the vehicle under this category is used between late evening (around 10:00 PM) to early morning (around 06:00 AM)
 - b. Toll and parking charges will be paid at actual subject to submission of supportive documents.
 - c. Incomplete rate schedule is likely to be rejected.
 - d. Overtime will generally be applicable on (1) and (2) Whereas night halt charge will generally be applicable on (3) and (4).
 - e. Vehicle retention charge will be applicable for outstation without significant local movement of the car.
 - f. CSIR-NML reserves the right to negotiate with any of the prospective bidder/(s).
 - g. In case of any confusion in the bill amount, the decision of CSIR-NML will be binding and final.

Selection Criteria

This tender follows a two-bid system: technical bids are evaluated first. Only technically qualified bidders will be considered for price bid evaluation. **L-1 status goes to the overall lowest responsive bidder after technical qualification.**

Bid opening process: Technical bids (Part-I) are opened initially to verify eligibility, including experience, registrations, and supporting documents. Price bids (Part-II) of only qualified bidders are then opened for comparison.

L-1 Determination: Bidders quote rates for all duty types (airport fixed trips, daily 40 km/5 hrs, 80km/ 10hrs, per km outstation beyond 80km, overtime, night halt, vehicle halt) across AC/ non-AC sedans and MUVs. For evaluation, rates are applied to a scenario of 300 km under Sl. No. 3 (outstation beyond 80 KM), 8 hours under Sl. No. 5 (overtime) and 24 hrs for Sl. No. 6; the firm with the overall lowest total price will be selected as L-1.

ANNEXURE-I

AGREEMENT FOR THE WORK "SHORT TERM CAB AND TAXI HIRING SERVICES (COMMERCIALY LICENSED VEHICLE) AT CSIR-NML, JAMSHEDPUR-831007."

This AGREEMENT made on this _____ day of _____ between the First Party, COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, Anusandhan Bhavan, 2 Rafi Marg, New Delhi 110001 (a Society registered under the Societies Registration Act) through its constituent unit CSIR-NML having its office at "BURMAMINES, JAMSHEDPUR - 831007 (hereinafter referred to as CSIR-NML) of the ONE PART.

And

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

WHEREAS CSIR-NML, a laboratory under CSIR is desirous of hiring taxi service on day-to-day basis and whereas the Service provider has offered to provide the said 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 service provider for the services mentioned above shall be the employees of the service provider for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Service provider and in no case, shall a relationship of employer and employee between the said persons and the CSIR-NML shall accrue/arise implicitly or explicitly.
2. That in case of the drivers so deployed by the service provider does not come up to the mark or does not perform his duties properly or indulges in any unlawful, riotous or disorderly conduct, the service provider shall immediately withdraw him and take suitable action against such persons on the report of the CSIR-NML/CSIR in this respect. Further, the service provider shall immediately replace the particular person so deployed on the demand of CSIR-NML/ CSIR in case of any of the aforesaid acts on the part of the said person.
3. The Tender document including the abridged NIT, terms and conditions, specifications, LOI, Work Order etc. shall form integral part of this agreement.

B. OBLIGATIONS OF THE SERVICE PROVIDER:

1. The service provider shall provide day-to-day Taxis (commercially licensed vehicles) of different make on the specific requisitions from the authorized Officer of CSIR-NML for transporting CSIR-NML officials/other persons for the business of CSIR-NML to the destination as specified in the requisition slip.
2. That the service provider 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 CSIR-NML, 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 service provider shall at his own cost take necessary insurance cover in respect of the aforesaid services rendered to CSIR-NML 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 CSIR-NML indemnified from all acts of omission, fault, breaches and / or any claim, demand loss, injury and expense arising out from the non-compliance of the aforesaid statutory provision. Service provider's failure to fulfill any of the obligations hereunder or Acts, rules / regulations and / or any bye-law or rules framed under, the CSIR-NML shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Service provider's monthly payments.
4. It will be the responsibility of the service provider (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 hiring charges inclusive of all taxes except GST, Toll tax, Parking charges for the services to be provided by the second party shall be at the rate offered and accepted.
7. The Service provider (the Second party) shall take out and keep alive valid insurance cover as per provision of the Motor Vehicles Act 1939 and as amended from time to time. The Service provider (the Second party) shall also take and keep alive for all the vehicles riot risk insurance.
8. All the vehicles should preferably be up to date model. (but in any case not before 2020 make).
9. Each vehicle shall be provided with a spare wheel with tyres in good condition with other tools required to attend minor breakdown *en route* by the Service provider (the Second Party).
10. The service provider (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 service provider (the Second Party) within a reasonable time, the car rider(s) traveling by the car shall be at liberty to travel by Taxi or any other transport from that point to the scheduled destination at the cost of the service provider (the Second Party).
11. The service provider (the Second Party) shall abide by all the directions and instructions issued to him from time to time by the CSIR-NML (the First Party) considering it expedient for efficient and punctual functioning of the service.
12. It is the responsibility of the service provider (the Second Party) that all Drivers deputed on duty must have a Cell Phone with them.
13. In case of failure to provide the required service, the CSIR-NML shall have the discretion to impose penalty to the maximum extent of Rs.10,000.00 (Rupees ten thousand only) without prejudice to forfeiture of performance security.
14. The Agency shall provide an alternate vehicle wherever necessary.
15. The vehicle hire bills shall be submitted by the Service provider (the Second Party) to the CSIR-NML (the First Party) within 07 days of the subsequent month of journey.

C. OBLIGATION OF CSIR-NML

1. The hire bill for a particular month shall be submitted by the second party to the first party on or before 7TH of the following month and the bill shall be paid by the first party within Twenty five working days from the date of submission of bills. That the CSIR-NML shall reimburse the amount of GST, if any, paid by the Service provider 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 Service provider within 20 days after the submission of bills as in the just preceding paragraph.

D. INDEMNIFICATION:

1. That the Service provider shall keep the CSIR-NML indemnified against all claims whatsoever in respect of the Driver/Employees deployed by the Service provider. In case any of the Drivers /employees of the Service provider so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the Service provider to contest the same. In case CSIR-NML is made party and is supposed to contest the case, the CSIR-NML will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Service provider to CSIR-NML on demand. Further, the Service provider shall ensure that no financial or any other liability comes on CSIR-NML in this respect of any nature whatsoever and shall keep CSIR-NML indemnified in this respect.
2. The Service provider shall further keep the CSIR-NML indemnified against any loss to the CSIR-NML property and assets. The CSIR-NML shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Service provider under this contract.

E. PENALTIES / LIABILITIES:

1. That the Service provider 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 Service provider 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 CSIR-NML in this behalf, a penalty leading to a deduction upto 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 one year. The AGREEMENT may be terminated by the CSIR-NML (First Party) on giving the Service provider (the Second Party) thirty days notice. The AGREEMENT may be renewed after one year for a period upto one year on existing T&C.
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 CSIR-NML on account of:
 - i) Committing breach by the Service provider of any of the terms and conditions of this agreement.
 - ii) Assigning the contract or any part thereof to any sub-Service provider by the Service provider without written permission of the Director, CSIR-NML.
 - c) Service provider being declared insolvent by competent Court of Law.
 - d) By giving Three calendar months' notice by Service provider (second party) to CSIR-NML, Jamshedpur.

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

It shall be the duty of the Service provider 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 CSIR-NML.

G. ARBITRATION:

1. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement), the same shall be referred to the Delhi International Arbitration Centre (DIAC) and/or India International Arbitration Centre (IIAC) for appointment of Arbitrator to adjudicate the dispute.
2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim awards(s) and /or directions, as may be required.
3. Subject to the aforesaid provision, the Arbitration and Conciliation Act, 1996 and/or India International Arbitration Centre (Conduct of Arbitration) Regulation, 2023 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of
COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH,
Anusandhan Bhawan, 2,Rafi Marg, New Delhi -110001
Controller of Administration/Administrative Officer
CSIR-National Metallurgical Laboratory, Burmamines,
Jamshedpur - 831007, Jharkhand, India

For and on behalf of
The Service provider _____

WITNESS

- 1.
- 2.

COUNTERSIGNED
Sr. CoFA/CoFA / F&AO
CSIR-NML, Jamshedpur-831007

ANNEXURE-II



सीएसआईआर-राष्ट्रीय धातुकर्म प्रयोगशाला
CSIR-National Metallurgical Laboratory
(वैज्ञानिक एवं औद्योगिक अनुसंधान परिषद)
(Council of Scientific and Industrial Research)
जमशेदपुर/Jamshedpur – 831007

All payments to Bidders will be made by e-payment mode namely Electronic Clearance System (ECS)/National Electronic Fund Transfer(NEFT)/Real Time Gross Settlement(RTGS)/Net Banking by direct credit to their account.

As State Bank of India(SBI) is the Banker for Council of Scientific & Industrial Research(CSIR) and National Metallurgical Laboratory, it would be convenient for the Institute to make e-payment through this bank.

Therefore, all the Bidders are required to furnish all relevant details of their bank account along with the bid documents.

1. Name & Address of the Party:
2. Core Banking Account No.:
3. Type of account:
4. Name & Address of the Bank:
5. Branch Code:
6. IFSC Code:
7. MICR Code:

(To be signed by the owner/Proprietor/ Partner of the firm Only with Stamp/ Seal)

ANNEXURE-III

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

[Department User may ask for Tender Acceptance Letter instead of asking Signed Tender Document from the Bidders. This is a sample format, User may revise It as per their Tender Conditions]

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirety.

5. I/ We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.

6. I/ We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore may summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-IV

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDERIS (ON BIDDER'S LETTER HEAD) FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY.

FORMAT OF UNDERTAKING

I/We,Proprietor/ Partner /Legal Attorney/Director/Accredited Representative of M/S..... solemnly declare that:

1. I/We am / are submitting Bid for the work..... against NIT No / Tender ID..... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself /Our Partners / Directors don't has / have any relative as employee of : (Name of the Company).
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. *I/ We have submitted particulars of existing GST registration, if applicable. We also undertake that Certificate of Registration with appropriate GST Authority where the work will be executed shall be arranged before any payment is made to us.
7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant,' if applicable.
8. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

9. *I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).

Or

*I/We have been banned by the organization named "" for a period of year/s, effective from to (in case of JV, name(s) of the JV Partner(s)).

10. If any information and document submitted is found to be false / incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

*Delete whichever is not applicable.

(The concerned department may specify any other specific undertaking to be taken from the bidder/s while framing the NIT)

ANNEXURE-V

Bid Securing Declaration Form (to be given in letter head of the firm)

Tender No.

Dated:

To

(complete name and address of the purchaser)

I/We, on behalf of M/s the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature with stamp

(signature of person whose name and capacity are shown)

in the capacity of (legal capacity of person signing the Bid Securing Declaration)

Name: -----

Dated on day of (date of signing)

ANNEXURE-VI

Price Fall Clause Certificate

(To be submitted in the bidder's company letter head)

I/We undertake that we have not offered to supply / supplied / are not supplying same or similar services at a price lower than that offered against the Tender No.....dtd..... in respect of any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

Date:

Signature of the Bidder

Seal of the Firm