

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/01/2024

कार्य का नाम/Name of the Work

"EMPANELEMENT OF AGENCIES FOR HIRING OF TAXI SERVICES (COMMERCIALY LICENSED VEHICLE) AT CSIR-NML, JAMSHEDPUR-831007"

**NIT
AND
CONTRACT DOCUMENT**

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NAME OF WORK

**EMPANELEMENT OF AGENCIES FOR HIRING OF TAXI SERVICES (COMMERCIALY LICENSED VEHICLE) AT
CSIR-NML, JAMSHEDPUR-831007.**

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जमशेदपुर/Jamshedpur - 831007

No. T&G/OS/CMERI/2022

Date:

Tender Notice

Online tender is invited under Two Bid system (Part-I: Technical Bid and Part-II : Price Bid) to provide taxi service on day to day basis from registered travel agency who has successfully carried out at least one similar nature of contract of 80% of estimated cost or two contracts each 60% of estimated cost or three contracts each 40% of estimated cost in Govt./Semi-Govt./PSUs/Central Autonomous bodies and/or for CSIR or its Laboratories/Institutes and successfully carried out services of providing day-to-day Car hiring service (Commercially Licensed Vehicle) during the last 5 years to any Govt./Semi Govt./Central/State autonomous bodies, PSU, CSIR or its sister laboratories, or to any big corporate bodies. The tenderers are required to submit proof of fulfilling all the conditions along with copies of PAN, GST no. and valid trade license.

Sl. No.	Name of Work	1. Estimated Cost 2. Earnest Money Deposit	Tenure of contract
1.	EMPANELEMENT OF AGENCIES FOR HIRING OF TAXI SERVICES (COMMERCIALY LICENSED VEHICLE) AT CSIR-NML, JAMSHEDPUR-831007.	1. Rs.13 Lakhs 2. Rs.26,000/- (EMD is exempted for MSME etc. firms as per Govt. of India norms. However, firms exempted from EMD 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.

Tenders can be obtained online at <http://www.etenders.gov.in>. Validity of tender will be 90 days from the date of opening of tender. The contractor has to submit copy of satisfactory work completion certificate in respect of at least one similar nature of work done in the last five years. Earnest money is liable to be forfeited if the contractor awarded the work fails to start the work immediately and in any case within 10 (ten) days from the date of 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 www.etenders.gov.in. Director, NML reserves the right to reject any or all tenders without assigning any reason.

- Sd -

(Administrative Officer)

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NOTICE INVITING E-TENDER (CSIR-NML/E-III/TPT CELL/VEHICLE RC/01/2024)

1. Online tender is invited under Two Bid systems (Part-I: Technical Bid and Part-II : Price Bid) by the Director, CSIR-NML, Jamshedpur for the below mentioned work through e-tendering portal <https://etenders.gov.in> from registered travel agency who has successfully carried out at least one similar nature of contract of 80% of estimated cost or two contracts each 60% of estimated cost or three contracts each 40% of estimated cost in Govt./Semi-Govt./PSUs/Central Autonomous bodies and/or for CSIR or its Laboratories/Institutes and successfully carried out of providing day-to-day Taxi service (Commercially Licensed Vehicle) during the last 5 years to any Govt./Semi Govt./Central/State autonomous bodies, PSU, CSIR or its sister laboratories, or to any big corporate bodies. The tenderers are required to submit proof of fulfilling all the conditions along with copies of PAN, GST no. and valid trade license.

Tender details:

Name of Work	Estimated cost of the tender	Earnest Money Deposit	Period of tender
EMPANELEMENT OF AGENCIES FOR HIRING OF TAXI SERVICES (COMMERCIALY LICENSED VEHICLE) AT CSIR-NML, JAMSHEDPUR - 831007.	Rs.13 Lakhs	Rs. 26,000/-	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 CPP portal.**

2. Earnest Money deposit Rs.26,000/- (Rupees Twenty six Thousand only) is to be deposited in form of Demand Draft in favour of Director CSIR-NML, Jamshedpur or through RTGS/NEFT as per following details on the date of online submission of tender, proof of which may be submitted at the time of tender opening:

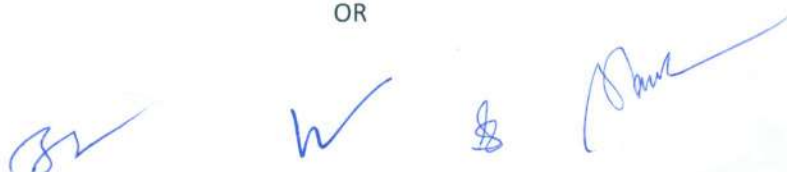
- (i) Name of bank: State Bank of India
(ii) Branch Name: NML BRANCH
(iii) Account Name: DIRECTOR NML
(iv) Account No: 30271713826
(v) IFSC Code: SBIN0003329
(vi) MICR CODE: 831002013

Note: The Original Demand Draft must reach to the Tender Inviting Authority, CSIR-NML on or before closing date of the submission of tender.

3. The tenderer should furnish the proof of work experience in Govt./Semi Govt./Central/State autonomous bodies, PSU, CSIR or its sister laboratories, or to any big corporate bodies. Work done / Performance Certificate for having successfully executed/completed following works during the last 5 (five) financial years:

- (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

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

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

- 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
- viii) An undertaking that the travel agency has not been blacklisted by any Government Department / autonomous bodies, CSIR or any of its laboratories as on the last date of submission of the bid.
- ix) Types of vehicle available with the Agency.
- x) Income Tax return of the company for the last Three preceding years.

Note: All documents scanned and uploaded by agency should be clearly legible. If any of the above documents is found missing / not clear in reading or non-satisfactory, the tender shall summarily be rejected. No further clarification shall be sought from the tenderer. The decision of Tender Opening Committee (TOC) shall be final and binding. Financial bid of such agencies shall not be opened.

5. All the tenderers must upload filled in Priced-Bid format in **the second cover** of e-Tender.
6. Tender sent offline (Courier / Speed Post or submitted by person) will not be considered.
7. The Price-bid of those tenderers will only be considered whose technical bids are as per criteria and accepted after scrutiny.
8. As provide taxi service on day to day basis is an empanelment, the EMD amount of the L-1, L-2 and L-3 so on tenderer will be retained by CSIR-NML. The EMD of L-3 and so on bidder will be refunded if L-1 and L-2 are empanelled.
9. Deduction like Income Tax (TDS), GST-TDS etc. will be deducted from the bills of the contractors as per the instructions of the Govt. of India as applicable from time to time while making payment.
10. The tenderer shall go through the entire tender document, Scope of work, terms and conditions, qualifying conditions etc. before uploading their offer.
11. 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.
12. The successful tenderer 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, failing which it will be presumed that the tenderer is not willing to execute the work and in that case, the EMD amount deposited along with the tender will be forfeited without any further notice / communication / intimation to the bidder.
13. Canvassing in connection with the tender is prohibited and tenders submitted by the contractors / firms who resort to canvassing are liable for rejection.
14. In e-tendering, tenderer 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 tenderer in figures is to be taken as correct.**
15. If the tenderer withdraws the tender before award of the work, then CSIR-CMERI shall without prejudice to any right or remedy be at liberty to forfeit the deposited earnest money. Similarly, earnest money will be forfeited if the contractor fails to commence the work as per letter of Intent or award letter.
16. Director, CSIR-NML, reserves the right to accept or reject any or all the tenders/offers without assigning any reason.

17. The bidder shall not be permitted to the tender in CSIR-NML, Jamshedpur if a relative is posted in the grade of Controller of Administration/Administrative Officer/Section Officer or Junior Engineer. It is a must for the bidder to intimate CSIR-NML the name of his/her relative(s) if someone holds the post, other than the above category, in CSIR-NML or its Extension Centre. TO BE REVISED
18. 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), Sister's husband.
19. 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 entertained.
20. The Travel Agency shall indemnify the Director, CSIR-NML, for losses/damages caused to this Institute for any improper action on their part.
21. In case of any delay in providing the vehicle requisitioned, in time, the party has to bear the loss incurred by CSIR-NML, Jamshedpur in the form of air/train ticket not availed for such delay.

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 upto 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, on day-to-day rental basis.

TERMS AND CONDITIONS:

- 1) **Period of Contract:** The contract with empanelled agencies will be initially for a period of one year which may be curtailed at any point of time or extended further with mutual consent (not exceeding another six months subject to maximum one year).
- 2) **Earnest Money Deposit (EMD):** The Earnest Money deposit **Rs.26,000/- (Rupees Twenty six Thousand only)** are to be deposited in form of Demand Draft in favour of Director CSIR-NML, Jamshedpur or through RTGS/NEFT as mentioned in Sl. No. 2 of Notice Inviting E-Tender. The EMD shall be refunded to unsuccessful bidder, after finalization of the tendering process. The EMD shall be forfeited if any bidder withdraws his offer before finalization of the tender process or fails to submit work order acceptance letter or commence work within 10 days from the date of work order.
- 3) **Bank Guarantee/Performance Security Deposit:** A security deposit in the form of bank draft or bank guarantee of **Rs. 39,000/- (Rupees Thirty Nine Thousand Only)** needs to be furnished by the successful bidder from any nationalized bank. In case of bank guarantee, it should be valid for a period of eighteen months from the date of submission. 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 by the empanelled agency/s.
- 4) 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 empanelled agency/s.
- 5) The Director, CSIR-NML reserves the right to cancel the whole tender or any part of the tender without assigning any reason at any stage of the tender process.

- 6) The contract can be terminated by the Director, CSIR-NML by giving one month's notice to the empanelled agencies.
- 7) The bidder should be able to provide any number of specified type/category of quoted vehicle not manufactured before January, 2018 as per the day-to-day requirement of the Institute.
- 8) The pre-receipted bill shall be submitted by the Contractor 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 Contractor will be made by RTGS after deduction of TDS, GST-TDS and other taxes as per Rules.
- 9) 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.
- 10) **The order for providing taxis may be given to L-1 and L-2 bidders who have quoted lowest rates in r/o most number of items and agreed to provide taxi service on lowest rates in r/o items quoted by both the agencies while meeting all the terms and conditions.**
- 11) In case the quality of service by the contracted agency or agencies is found unsatisfactory, the Director, CSIR-NML may terminate the contract of any of the empanelled agencies after giving one month's notice. In case of termination, the L-3 agency may be invited to the panel if L-3 agrees to provide service at the L-1 rate. The decision of the Director, CSIR-NML will be final in this matter.
- 12) **If complain received against any service provider for more than three times, the applicable penalty charges (Rs. 2000/-) as decided by Competent authority will be deducted from his/her next bill.**
- 13) **The vehicle should report at the duty point well before time at least 30 minutes before the scheduled departure.**
- 14) The vehicle should be properly insured and should carry all valid necessary papers/permits issued by the Transport Authority or any other concerned statutory authority including pollution certificates.
- 15) The driver deputed on duty must not have more than two punches in the driving license for negligent driving.
- 16) 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 empanelled agency/agencies should ensure to have proper insurance of the vehicle, drivers and fellow passengers as per Rule.
- 17) The calculation of mileage shall be calculated from reporting point of journey.
- 18) The empanelled agencies shall provide at least two telephone numbers for 24 hours' contact.
- 19) **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.**
- 20) 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.
- 21) 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.
- 22) 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.
- 23) The agency shall abide by rules laid down by any statutory authority, State/Central Govt. relevant to the deployment of vehicles for Taxi service.
- 24) 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.
- 25) All vehicles shall carry first-aid-box, stepney, toolbox etc.
- 26) 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 empanelled agency will be responsible to reimburse the same.
- 27) Toll tax and parking charges shall be reimbursed by CSIR-NML against production of documentary evidence.

- 28) 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.
- 29) 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.
- 30) The driver should carry enough cash to avoid emergent incidental expenses including toll tax, parking charges, fuel etc.
- 31) Vehicle shall be made available round the clock during contract period.
- 32) 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.
- 33) 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.
- 34) The agency shall provide names & addresses, Cell Phone No. of the drivers before commencement of operation of the vehicle.
- 35) The agency shall provide all statutory benefits to the drivers as per rule.
- 36) 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.
- 37) Extension of contract beyond trial period depends upon satisfactory completion of the trial period.
- 38) Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein.
- 39) **LPG Cylinders** should not be used for running the vehicles in any case. However, CNG vehicle is allowed for to provide services.
- 40) **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 **en route** (if any). The payment of the bill will be made to the empanelled agency within 30 days from the receipt of the bill subject to submission of all required documents with the bill by the empanelled agency.
- 41) Bill should be preferred on monthly basis. Bill of the completed month should be submitted by the contractor in the 1st week of the following month.
- 42) Payment for submitted bill will be made to the contractor after due approval of the Competent Authority.
- 43) Government permit for out of the state duty may be reimbursed by CSIR-NML on submission of proof of such payment.
- 44) 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.
- 45) **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.**
- 46) No advance payment will be made by the Institute on any account.
- 47) 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.
- 48) CSIR/CSIR-NML is neither responsible nor liable to pay any compensation for injury / death caused to contractor's operating staff in the event of any accident.



- 49) 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 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 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 contractor, the contractor shall act as guarantor and indemnify CSIR/CSIR-NML to the extent of all claims and expenses.
- 50) 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.
- 51) 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.
- 52) The contractor should be able to provide vehicles at the short notice of half an hour or so.
- 53) 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.

Example-1: If a vehicle leaves for IIT, Kharagpur at 6 AM on 1st January and is likely to commence return journey from Kharagpur at 6 PM on 2nd January, then halting charges will be admissible from 6AM to 6 PM for 2nd January only (no halting charges for 1st January). Only night charges is payable for 1st January. If the vehicle starts journey from Kharagpur at 10 AM on 2nd January then halting charges is payable from 6 AM to 10 AM. **No halting charges is payable for the period when the vehicle is in running condition. If the vehicle returns on 3rd January at 6 PM, then halting charges is payable as follows:**

1 st January	: Only night charge
2 nd January	: Halting charge from (>6AM to <10PM) Night charge from (10PM to 6AM of 3 rd January)
3 rd January	: Only halting charge from (> 6AM to < 6PM)

Example-2: For fixed point journey, suppose a car is carrying passengers to Ranchi Airport for dropping at 6 AM and another guest is likely to reach Ranchi Airport at 9 PM the same day, then the same vehicle will wait at Ranchi Airport to pick the guest at 9 PM without any extra cost. Only parking charges will be applicable. This example is applicable for all fixed points journey.

Example-3: For fixed point journey, suppose a car is carrying one passenger to Ranchi Station for dropping at 9 AM and another guest is likely to reach Ranchi Airport at 9 PM, then the same vehicle will wait to receive the guest at Ranchi Airport. In this case, fixed point having more hiring charges plus the rate for difference of KM between Ranchi Station and Airport at KM rate and parking charges will be applicable.

- 54) 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.
- 55) For Local Journey (except fixed point journey), the vehicle will be hired either for 20 KM/4hour journey or 40 KM/8 hour journey.

For Example : A car is hired for a duty to Adityapur reported for duty at 10 AM. The onward and return journey from Adityapur suppose is 10 KM. Then the vehicle will stay either to carry out another 10 KM journey or up to 2 PM. In any case, the Institute will make payment for 20 KM/4 hour duty. If the vehicle

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runs for more than 20 KM within 4 hours or more than 40 KMS within 8 hours, then the extra KM beyond 20/40 KM will be paid on Kilometer basis. **No halting charges is payable up to 8 hours.**

- 56) 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.
- 57) **Empanelment for taxi services will be based on L-1 and L-2 agency agreed to the lowest rates quoted by both of the bidders.**
- **L-1 is the bidder, who has quoted lowest rates for all or for maximum number of items.**
 - **L-2 is the bidder, who has quoted lowest rates for number of items next to L-1.**
- 58) The booking for taxi may be cancelled at short notice for which no compensation will be made by the Institute.
- 59) The booking may be changed, revised, cancelled before or before the commencement of journey.
- 60) No Agency or Agencies should demand duty of a particular type in the case of taxi services.
- 61) If any duty is refused by any of the empanelled agencies, verbally or otherwise, then the Competent Authority, CSIR-NML may impose a penalty as deemed appropriate.
- 62) 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.
- 63) TDS and GST-TDS shall be deducted/recovered as per Rules from the bills.
- 64) Bidders registered with MSMEs will continue to remain registered during the tender validity period and are exempted from payment of EMD. In case the bidders fall in these categories, the bidder should furnish a certified copy of its valid registration details. Except for MSMEs, this exemption is valid for the trade group and monetary value of registration only. The MSMEs are exempted from the payment of EMD provided Taxi Services are rendered by them and not for any trading activities undertaken by them. Further, firms who are having Udyog Aadhar Memorandum are entitled to all benefits available for MSMEs. Tenders submitted without EMD/MSME/NSIC exemption certificate and incomplete tenders will be summarily rejected.
- 65) Bidders are to quote for day to day Taxi Services only.

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सीएसआईआर-राष्ट्रीय धातुकर्म प्रयोगशाला

CSIR-National Metallurgical Laboratory

(वैज्ञानिक एवं औद्योगिक अनुसंधान परिषद)

(Council of Scientific and Industrial Research)

जमशेदपुर/Jamshedpur - 831007

PRICE-BID FORMAT

Rate Schedule:

Sl. No.	Type of Duty	Type of Vehicles	Amount (Rs.)
CHARGES FOR FIXED POINT (01 to 07) JOURNEY			
01. ✓	JAMSHEDPUR TO RANCHI AIR PORT AND VICE VERSA	Indigo / Desire or equivalent (In Rs.)	AC
			Non-AC
		Innova / Xylo/ Scorpio or equivalent (In Rs.)	AC
			Non-AC
02. ✓	JAMSHEDPUR TO CIMFR DHANBAD AND VICE VERSA	Indigo / Desire or equivalent (In Rs.)	AC
			Non-AC
		Innova / Xylo / Scorpio or equivalent (In Rs.)	AC
			Non-AC
03. ✓	JAMSHEDPUR TO MCRC CSIR-NML, Digha, WB AND VICE VERSA	Indigo / Desire / Scorpio or equivalent (In Rs.)	AC
			Non-AC
		Innova / Xylo/ Scorpio or equivalent (In Rs.)	AC
			Non-AC
04. ✓	JAMSHEDPUR TO IIT, KHARAGPUR AND VICE VERSA ✓	Indigo / Desire or equivalent (In Rs.)	AC
			Non-AC
		Innova / Xylo/ Scorpio or equivalent (In Rs.)	AC
			Non-AC
05. ✓	JAMSHEDPUR TO KOLKATA AND VICE VERSA	Indigo / Desire or equivalent (In Rs.)	AC
			Non-AC
		Innova / Xylo/ Scorpio or equivalent (In Rs.)	AC
			Non-AC
06.	RATE PER KM FOR OUT STATION JOURNEY	Indigo / Desire or equivalent (In Rs.)	AC
			Non-AC
		Innova / Xylo / Scorpio or equivalent (In Rs.)	AC
			Non-AC
07.	HALTING CHARGES FOR OUTSTATION JOURNEY PER HOUR (NOT APPLICABLE FOR SAME DAY RETURN	Indigo / Desire or equivalent (In Rs.)	AC
			Non-AC
		Innova / Xylo / Scorpio	AC

[Handwritten signatures and marks]

	JOURNEY)	or equivalent (In Rs.)	Non-AC	
08. RATE FOR LOCAL JOURNEY				
I)	20 KM / 4 HOURS	Indigo / Desire or equivalent (In Rs.)	AC	
			Non-AC	
		Innova / Xylo / Scorpio or equivalent (In Rs.)	AC	
			Non-AC	
II)	40 KM/8 HOURS	Indigo / Desire or equivalent (In Rs.)	AC	
			Non-AC	
		Innova / Xylo / Scorpio or equivalent (In Rs.)	AC	
			Non-AC	
III)	RATE PER KM BEYOND 20KM/4 HOURS OR 40KM/8 HOURS	Indigo / Desire or equivalent (In Rs.)	AC	
			Non-AC	
		Innova / Xylo / Scorpio or equivalent (In Rs.)	AC	
			Non-AC	
IV)	HALTING CHARGES BEYOND 8 HOUR FOR LOCAL JOURNEY PER HOUR	Indigo / Desire or equivalent (In Rs.)	AC	
			Non-AC	
		Innova / Xylo / Scorpio or equivalent (In Rs.)	AC	
			Non-AC	
09.	NIGHT CHARGES	Indigo / Desire or equivalent (In Rs.)	AC	
			Non-AC	
		Innova / Xylo / Scorpio or equivalent (In Rs.)	AC	
			Non-AC	
10.	GST	As per rule.		

Incomplete rate schedule is likely to be rejected.

BL ✓ S Dant

AGREEMENT FOR THE WORK "EMPANELEMENT OF AGENCIES FOR HIRING OF TAXI 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) and for 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 Contractor) 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 contractor has offered to provide the said service on the terms and conditions herein after stated.

Sign. of Proprietor of the Agency

Signature of AO

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 CSIR-NML 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, riotous or disorderly conduct, the contractor shall immediately withdraw him and take suitable action against such persons on the report of the CSIR-NML/CSIR in this respect. Further, the contractor 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 part of this agreement.

B. OBLIGATIONS OF THE CONTRACTOR:

1. The Contractor 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 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 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 contractor 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. Contractor'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 contractor's monthly payments.
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 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 Contractor (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 Contractor (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.**
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 Contractor (the Second Party).
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 Taxi 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 CSIR-NML (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 CSIR-NML (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 wherever necessary.
15. The vehicle hire bills shall be submitted by the Contractor (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 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 20 days after the submission of bills as in the just preceding paragraph.

D. INDEMNIFICATION:

1. That the Contractor shall keep the CSIR-NML 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 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 Contractor to CSIR-NML on demand. Further, the contractor 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 Contractor 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 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 CSIR-NML 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 one year. The AGREEMENT may be terminated by the CSIR-NML (First Party) on giving the Contractor (the Second Party) thirty days notice. The AGREEMENT may be renewed after one year for a initial period of six months and maximum of twelve months 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 CSIR-NML 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, CSIR-NML.
 - c) Contractor being declared 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 CSIR-NML.
 - d) By giving Three calendar months' notice by contractor (second party) to CSIR-NML, Jamshedpur.

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
The contractor _____

WITNESS

- 1.
- 2.

For and on behalf of
COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH,
Anusandhan Bhawan, 2, Rafi Marg, New Delhi -110001
Controller of Administration/Administrative Officer
CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE
MAHATMA GANDHI AVENUE, DURGAPUR-713209, WEST BENGAL

COUNTERSIGNED

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

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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 Contractors/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 Contractors/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)

Handwritten signatures and initials in blue ink at the bottom of the page.

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)

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. *1/ 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

*1/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)

[Handwritten signatures and initials]

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)

