

Advt. No.:01/2017

Price : Rs.500.00

ISSUED TO :

Date :

TENDER DOCUMENT

**ANNUAL CONTRACT FOR TAXI SERVICE (COMMERCIALY
LICENSED VEHICLE) & NIGHT PATROLLING
AT
CSIR-CMERI, DURGAPUR-713209.**

**DATE AND TIME FOR SALE OF
TENDER DOCUMENTS : 07.04.2017 TO 28.04.2017 (10:00 hrs to 16:00 hrs)**

**LAST DATE AND TIME FOR SUBMISSION
OF TENDER : 08.05.2017 (up to 13:00 hrs.)**

**DATE AND TIME OF OPENING
OF TENDER : 08.05.2017 (15:00 hrs.)**

This Tender document is non-transferable



**Central Mechanical Engineering Research Institute
Mahatma Gandhi Avenue
Durgapur, West Bengal-713209.**



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**CSIR-Central Mechanical Engineering Research Institute
Mahatma Gandhi Avenue
Durgapur, West Bengal-713209.**

ANNUAL CONTRACT FOR TAXI SERVICE (COMMERCIALY LICENSED VEHICLE) AND NIGHT PATROLLING IN CSIR-CMERI, DURGAPUR.

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Note : Bidder should confirm that they have received all the above documents.

Signature of the owner/proprietor of the Agency

TENDER NOTICE

	CSIR-CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE Mahatma Gandhi Avenue, Durgapur, West Bengal-713209.
Advt. No. 01/2017 Dated 07.04.2017 NOTICE INVITING TENDER <u>ANNUAL CONTRACT FOR TAXI SERVICE (COMMERCIALY LICENSED VEHICLE) AND NIGHT PATROLLING IN CSIR-CMERI, DURGAPUR.</u>	
<p>Sealed Tenders are invited under Two Bid systems (Part-I: Technical Bid and Part-II : Price Bid) to provide taxi service & night patrolling on day to day basis from registered travel agency having Service tax registration, three years of experience with annual turnover of Rs.5 Lakhs or more and successfully carried out at least one similar contract of providing day-to-day Taxi service (Commercially Licensed Vehicle) and night patrolling 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.</p> <p>Detailed Tender documents can be obtained against a written request quoting Advt. No. accompanied by a crossed Demand Draft for Rs.500.00 from any Nationalized Bank drawn in favour of CMERI, Durgapur-713209, payable at Durgapur or by depositing cash.</p> <p>i) Sale of tender document : 07.04.2017 to 28.04.2017 (between 10 hrs. to 16 hrs. on all working days at Room No. BA 205)</p> <p>ii) Cost of Tender document : Rs. 500.00</p> <p>iii) Last date and time for submission of Tenders: 08.05.2017 (up to 13:00 hrs.)</p> <p>iv) Date & time of Tender opening : 08.05.2017 (15:00 hrs.)</p> <p>v) Earnest Money Deposit (EMD) to be submitted along with the Technical Bid : Rs. 10,000.00</p> <p>vi) Offer by Fax/e-mail will be summarily ignored.</p> <p>This advertisement and detailed tender documents are also available on CSIR-CMERI website: www.cmeri.res.in. If the tender document is downloaded from the website, please enclose the cost of the Tender document in the form of a Demand Draft .</p> <p>The Director, CSIR-CMERI reserves the right to accept/reject any or all the Tenders without assigning any reason.</p> <p style="text-align: right;">- Sd - (Administrative Officer)</p>	

Signature of the owner/proprietor of the Agency



CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE

NOTICE INVITING TENDER

1.	Director, CSIR-CMERI invites tenders under Two Bids system (Part-I: Technical Bid and Part-II : Price Bid) from registered travel agency for providing Taxis Service (Commercially Licensed Vehicles), One TATA SUMO (Non-AC) or equivalent for Night Patrolling on day-to-day requirement basis in CSIR-CMERI, Durgapur.
2.	The contract will be initially for a period of one year, which may be extended further by another one term (maximum one year only) with mutual consent.
3.	Tender Document along with detailed terms and conditions can be obtained by making an application for issue of tender document on payment of Rs.500.00 in the form of Demand Draft drawn in favour of CMERI, Durgapur-09 or by depositing cash on all working days from 07.04.2017 to 28.04.2017 between 10:00 hrs. and 16:00 hrs. from Room No. BA 205, 2 nd Floor, CSIR-CMERI Main Building, Durgapur, West Bengal-713209.
4.	<p>Travel Agencies with experience of three years or more and annual turnover of Rs.5 Lakhs or more and successfully carrying out at least one similar contract of providing 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 may submit their tenders with following details in Part-I (Technical Bid):-</p> <ul style="list-style-type: none"> i) Attested copy of certificate/license/registration of the Agency issued by the appropriate authority. ii) Proof of annual turnover. iii) Status : Whether Proprietor/Firm/Company. iv) Proof of experience regarding handling of one contract of providing day-to-day Taxi Service, Patrolling Services during the last 5 years. v) Proof of Service Tax registration vi) List of clients vii) Customers satisfaction proof in r/o contract/s mentioned at 'iv' above. 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 and their Registration Number. x) Number of vehicles actually possessed by the travel agency.
5.	<p>The tender is to be submitted in two parts comprising Part-I: Technical Bid & Part-II: Price Bid. The Part-I (Technical Bid) should contain the EMD of Rs.10,000.00 and statement showing compliance with the criteria/ detailed technical specifications as per SI No.4 above and Advt. No. 01/2017.</p> <p>The part-II (Price Bid) should contain only the price offered as per attached 'Rate Schedule' format for Taxi Service, Night Patrolling.</p> <p>Both the parts should be properly marked and enclosed in separate sealed envelopes for their proper identification. The envelopes with a superscription 'TECHNICAL BID' and 'PRICE BID' should again be sealed in a third bigger envelope with a superscription 'TENDER No 01/2017.' and 'ANNUAL CONTRACT FOR TAXI & NIGHT PATROLLING.</p>

Signature of the owner/proprietor of the Agency

6.	The EMD of Rs.10,000.00 in the form of Demand draft from any Nationalized Bank drawn in favour of CMERI, Durgapur-713209, must accompany Part-I (Technical Bid). The EMD shall be refunded to unsuccessful bidder, after finalization of the tender process. The EMD shall be forfeited if any bidder withdraws his offer before finalization of the tender or fails to submit work order acceptance letter within 15 days from the date of issue of work order.
7.	Tenders received after due date/time and without EMD shall be rejected.
8.	Director, CSIR-CMERI, reserves the right to accept or reject any or all the tenders/offers without assigning any reason.
9.	Canvassing in any form is prohibited and the tenders submitted by the travel agency who resort to canvassing may be liable for rejection.
10.	The bidder shall not be permitted to tender for works in CSIR-CMERI, Durgapur 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-CMERI the name of his/her relative(s) if someone holds the post, other than the above category, in CSIR-CMERI or its Extension Centre.
11.	Note : A person shall be deemed to be relative of another if, and only if, (a) they are members of a Hindu undivided family, or (b) they are husband and wife, or (c) the one is related to the other in the following manner : father, mother (including step mother), son (including step son), Son's wife, Daughter (including step daughter), Father's father, Son's son, Son's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, husband of Daughter's daughter, Brother (including step brother), Brother's wife, Sister (including step sister), Sisters husband.
12.	The bidder shall quote rates both in figures and words. On check if there are differences between the rates quoted by the bidder in words and in figures, the rate quoted in words will be considered as correct.
13.	The bidder should quote the rates after assessing the work requirement.
14.	Earnest Money will be forfeited if the contractor fails to commence the work as per the award letter for the work.

Signature of the owner/proprietor of the Agency

15.	Except writing rates and amount, the bidder should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Bidders who are desirous to offer rebate, should mention it separately in the covering letter submitted along with the tender.
16.	The Tender submitted by the bidder shall remain valid for acceptance for a period of three months from the date of last date of submission of tender. The bidder shall not be entitled during the said period of three months to revoke or cancel his tender or amend/revise its offer.
17.	All notices, communications, reference and complaints made by the Travel Agency or the contractor concerned shall be in writing and no notice, communication, reference or complaint not in writing shall be accepted.
18.	The Travel Agency shall indemnify the Director, CSIR-CMERI, for losses/damages caused to this Institute for any improper action on their part.

Signature of the owner/proprietor of the Agency

SCOPE OF WORK :

To provide Taxi service (Commercially licensed vehicle) in CSIR-CMERI, Durgapur-713209, on day-to-day rental basis, one TATA SUMO OR EQUIVALENT (Non-AC) for night patrolling from 10:00 PM to next day 6:00 AM.

TERMS AND CONDITIONS :

- 1) **Period of Contract** : The contract 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 one term of a maximum period of one year only).
- 2) **Earnest Money Deposit (EMD)** : The EMD of Rs.10,000.00 in the form of Demand Draft from any Nationalized Bank drawn in favour of CMERI, Durgapur-713209, must accompany Part-I (Technical Bid). The EMD shall be refunded to unsuccessful bidder, after finalization of the tender 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 within 15 days from the date of work order.
- 3) **Bank Guarantee/Security Deposit** : A security deposit in the form of bank draft or bank guarantee of Rs 25,000.00 (Rupees twenty five thousand only) needs to be furnished by the successful bidder from any nationalized bank. In case of bank guarantee it should be for a period of eighteen months and which may be renewed, if the contract is extended beyond a period of one year. The Bank Guarantee will be kept with the Director, CSIR-CMERI and shall be released after the successful completion of the contract.
- 4) The tender submitted by downloading the same from CSIR-CMERI website (www.cmeri.res.in) shall be considered valid only when accompanied by a Demand Draft for Rs.500.00 drawn in favour of CMERI, Durgapur-713209 payable at Durgapur towards the cost of tender document.
- 5) All the pages of the original tender document including the documents submitted therein must be duly signed and stamped by the travel agency, failing which the offer may be liable to rejection.
- 6) 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-CMERI will be under no obligation to hire any specific number of taxis during any day/week/month or the period of contract. The Director, CSIR-CMERI or his authorized officer reserves the right to allot any duty to any empanelled agency. The Vehicle for night patrolling will be required from 10:00 PM to next day 6:00 AM for all instances.
- 7) The Director, CSIR-CMERI reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
- 8) The contract can be terminated by the Director, CSIR-CMERI by giving one month notice to the agency.
- 9) The bidder should be able to provide any number of specified type/category of quoted vehicle not manufactured before May 2011 as per the day-to-day requirement of the Institute.

Signature of the owner/proprietor of the Agency

- 10) The pre-receipted bill shall be submitted by the Contractor in duplicate, duly supported by the duty slip properly signed by the user and requisite documents [receipt(s) for payment of toll taxes, parking fees] on monthly basis. Payment to the Contractor will be made by cheque/RTGS after deduction of TDS (as per Rule).
- 11) The vehicle shall have clean seat covers, good looking and should be in perfect running condition.
- 12) The order for providing taxies on DAY-TO-DAY RENTAL BASIS may be given to the agency which has quoted the lowest rates while meeting all the terms and conditions. For non-availability of the demanded vehicle from the Contractor, the Institute may hire vehicle from any other source and the Contractor will remain responsible to pay the difference amount (actual expenditure *minus* worked-out amount based on the agreed terms and conditions - with reference to the distance covered by the vehicle of the other source). Same procedure will be maintained in the case of vehicles for night patrolling.
- 13) In case the quality of service by the contracted agency or agencies is found wanting, the Director, CSIR-CMERI may terminate the contract/agreement after giving one month's notice. In case of termination the L-3 agency may be invited to the panel and services may be availed at the previous settled rate of charges. However, whether the L-3 agency will be called or not, the decision rests with the Director of this Institute. The L-3 party cannot claim empanelment in absence of L-1 or L-2 as his right.
- 14) The vehicle should be properly insured and should carry necessary papers/permits issued by the Transport Authority or any other concerned statutory authority including pollution certificates.
- 15) The driver deputed on duty should not be involved in more than two punches in the driving license for negligent driving.
- 16) The Director, CSIR-CMERI shall not be responsible for any loss, damage or any accident of the vehicle or to any other vehicles or for the injury to the driver or to any other third party. The loss or damage or legal expenses on this account shall be borne by the bidder. The agency should have proper insurance for its drivers and vehicles.
- 17) The bidder should have the PAN/TAN/Service Tax Account Number and should attach a photocopy of the same.
- 18) The calculation of mileage in the case of Taxi services shall be from reporting point or Institute/CMERI Colony, whichever is more and or to destination and or back to reporting point/Institute/CMERI Colony and not be calculated on garage to garage basis of the agency.
- 19) The service provider shall have to execute an agreement with CSIR-CMERI on a non judicial stamp paper of Rs.100/-.
- 20) The service provider shall provide the telephone number for 24 hours' contact. The service provider should provide two exclusive mobile numbers of the drivers of the patrolling vehicle at its cost.

Signature of the owner/proprietor of the Agency

- 21) In case of any breach of the terms and conditions of the contract, the Drawing and Disbursing Officer, CSIR-CMERI 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.
- 22) The agency 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.
- 23) The agency shall ensure that odometer of cars supplied are properly sealed so that no tampering is done with a view to inflate distance travelled.
- 24) The Authorized Officer may conduct surprise checks of odometer of the vehicles provided by the Agency from any authorized workshop and cost thereof will be borne by the Travel Agency.
- 25) The agency should abide by rules laid down by any statutory authority relevant to the deployment of vehicles for Taxi service.
- 26) The agency shall indemnify CSIR-CMERI/CSIR against any liability due to noncompliance of statutory obligations by the agency or any drivers for any reason whatsoever.
- 27) All vehicles shall carry first-aid-box, stepney, toolbox etc.
- 28) In case of any breakdown of vehicle on duty, the agency shall make arrangement for providing another vehicle. In that situation the user of the car can hire vehicle from any source in the outside rate to reach the destination and the Contractor is responsible to pay this amount to the Institute.
- 29) Toll tax and parking charges, Service Tax shall be reimbursed by CSIR-CMERI against production of documentary evidence.
- 30) The driver should be well conversant with roads and routes of Durgapur, Kolkata, Burdwan, Jameshedpur, Dhanbad, Kharagpur and other neighboring cities of Durgapur. The operation and functions of the Driver shall be governed as per Motor Vehicles Act and Rules.
- 31) The driver should always remain with the vehicle during entire period of duty. In case of any urgency, the driver may seek permission of the user.
- 32) The driver should carry enough cash to pay for toll tax, parking charges, fuel and other incidental expenditure.
- 33) Vehicle shall be made available on all the days of the week during contract period.
- 34) The tender form is not transferable.

Signature of the owner/proprietor of the Agency

- 35) 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.
- 36) Any person who is in Govt. Service or an employee of CSIR-CMERI/CSIR shall not be made partner to the contract by the bidder/agency, directly or indirectly or in any manner, whatsoever.
- 37) The agency shall provide names & addresses, Cell Phone No. of the drivers along with their driving license number before commencement of operating the vehicle.
- 38) The agency shall provide statutory benefits to the drivers.
- 39) 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.
- 40) Extension of contract beyond trial period depends upon satisfactory completion of the trial period.
- 41) Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein.
- 42) **LPG Cylinders** should not be used for running the vehicles in any case.
- 43) 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 taxi driver to get the duty slips signed by the officer/staff on a day to day basis. No payment will be made for unsigned duty slips. Duty Slip should be complete in all respect (i.e. Time and Odometer Reading at the time of commencement of journey from CSIR-CMERI (Office/Colony) or reporting point, Time and Odometer Reading at the time of cessation of journey at CSIR-CMERI (Institute/Colony) or destination, total run of vehicle and places visited for work **en route** (if any).
- 44) Bill of the completed month should be submitted by the contractor in the 1st week of the following month.
- 45) Payment for submitted bill will be made within thirty days of receipt of the bill.
- 46) Government permit for out of the state duty may be reimbursed by CSIR-CMERI on submission of proof of such payment.
- 47) TDS Deduction : Taxes as applicable will be deducted at source at the prescribed rates as decided by the Govt. from time to time.
- 48) No request of the Service Provider towards enhancement of the approved rates or changes of vehicle will be entertained by CSIR-CMERI during the currency of the contract period unless market rate of 1 liter petrol/diesel increased by more than 20% to that of the rate of 1 liter petrol/diesel on the date of the agreement. In that case initially agreed rates may be revised up wards 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 rates of vehicle, charges may be revised for every increase of petrol/diesel rates by 20% to that of the rate of 1 liter petrol/diesel at the time of fixing the preceding vehicle rates/charges.

Signature of the owner/proprietor of the Agency

- 49) No advance payment will be made on any account.
- 50) The vehicles to be provided to CSIR-CMERI should fulfill the norms prescribed by the Transport Department of Government of West Bengal or other statutory authorities for hired vehicles.
- 51) CSIR/CSIR-CMERI is neither responsible nor liable to pay any compensation for injury / death caused to Transporter's operating staff in the event of any accident.
- 52) In case of injury or loss of life of the staff/guests/visitors/students/trainees/members of any committee of CSIR or CSIR-CMERI, while traveling in travel agency's vehicles, the transporter or contractor shall make arrangements to pay suitable compensation in accordance with law in force to each and every one of the affected person or their legal heirs depending upon the merits of each individual case. Insurance claim settlement shall be time bound and transporter is solely responsible for this. In case of any third party claim against CSIR/CSIR-CMERI for any act of the employees of the transporter, the transporter shall act as guarantor and indemnify CSIR/CSIR-CMERI to the extent of all claims and expenses.
- 53) 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-CMERI.
- 54) The vehicle should be kept neat and clean, both inside and outside. Cleanliness of vehicles must be properly maintained. 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 environment inside the vehicle. All essential gadgets such as Speedometer etc., will have to be maintained in excellent condition for the day to day running of the vehicles. No other person except the driver shall be permitted in the vehicle while transporting the staff. The employee of the contractor should be in company's uniform and display his name prominently on the shirt pocket.
- 55) The contractor should be able to provide vehicles at the short notice of half an hour or so in the case of taxi services.
- 56) Outstation duty will be treated as duty or hiring of vehicle for the whole day and no halting charges is payable if the vehicle returns the same day. If the vehicle is detained for the next day, then halting charges will be counted from 6 AM onwards up to the time of commencement of return journey.

Example-1: If a vehicle leaves for IIT, Kharagpur at 6 AM on 1st January and is likely to commence 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.

Example-2:For fixed point journey, suppose a car is carrying passengers to Kolkata Airport for dropping at 6 AM and another guest is likely to reach Kolkata Airport at 9 PM the same day, then the same vehicle will wait at Kolkata Airport to pick him up at 9 PM without any extra cost.

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

57) 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 Durgapur, 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.

58) 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 Benachity reported for duty at 10 AM. The onward and return journey from Benachity 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 runs for more than 20 KM within four hour or 40 KMS within 8 hours, then the extra KM beyond 20 KM or 40 KM will be paid on Kilometer basis. No halting charges is payable up to 8 hours.

59) The Director, CSIR-CMERI reserves the right to keep more than one agency in the Panel/Annual Contract for Taxi Service.

60) The booking for taxi may be cancelled at short notice for which no compensation will be made by the Institute.

61) The booking may be changed, revised, cancelled before or during the commencement of journey of taxi services.

62) No Agency or Agencies should demand duty of a particular type in the case of taxi services.

63) If any duty is refused by the Contractor, verbally or otherwise, then the Competent Authority, CSIR-CMERI may impose a penalty as deemed appropriate.

64) Bidders are free to quote either for commercial Taxi or for TATA Sumo for night patrolling or all the two services.

65) Rates quoted for Taxi, Tata Sumo (Non-AC) for night patrolling will be considered separately (towards selection of Service provider).

66) The requirement for TATA Sumo (Non-AC) for night patrolling is for all the nights from 10:00 PM of all the days to 6:00 AM of the next day.

67) 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.

Signature of the owner/proprietor of the Agency

SPECIFICATION FOR NIGHT PATROLLING:

- I. MAKE : TATA SUMO OR EQUIVALENT (Commercially Licensed vehicles)
- II. FEATURES:

Vehicles capable to run beyond paved path & on undulated surface capable of enduring hardship amidst inclement weather, fitted with lights on both the left & right (tops) sides direction for surveillance during night hours for patrolling from the security point of view.
- III. Equipments:
 - a. First Aid Box
 - b. One Fire Extinguishers, etc.
- IV. Night Patrolling from 10:00 PM to next day 6:00 AM at CSIR-CMERI Institute and Colony (every day).

Signature of the owner/proprietor of the Agency

QUALIFYING CONDITIONS:

Travel Agency with experience of three years or more and annual turnover of Rs. 5 Lakhs or more and successfully carried out at least one similar contract of providing day-to-day Taxi service (Commercially Licensed Vehicle) during the last 5 years in any Govt./Semi Govt./Central/State autonomous bodies, PSU, CSIR or its sister laboratories, or for any big corporate bodies may submit their tenders with following details in Part-I (Technical Bid):-

- i) Attested copy of certificate/license/registration of the Agency issued by the appropriate authority.
- ii) Proof of annual turnover.
- iii) Status : Whether Proprietor/Firm/Company.
- iv) Proof of experience regarding handling of one contract of providing day-to-day Taxi during the last 5 years.
- v) Attested copy of Service Tax registration.
- vi) List of clients
- vii) Customer satisfaction proof in r/o contract/s mentioned at 'iv' above.
- 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 and their Registration Number.
- x) Number of vehicles actually possessed by the travel agency.

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Signature of the owner/proprietor of the Agency



CSIR-Central Mechanical Engineering Research Institute
Mahatma Gandhi Avenue
Durgapur, West Bengal-713209.

**ANNUAL CONTRACT FOR TAXI SERVICE (COMMERCIALY LICENSED VEHICLE) AND NIGHT PATROLLING
IN CSIR-CMERI, DURGAPUR.**

DETAILED STATUS OF THE FIRM

1. Name of the firm _____
2. Address of the Firm _____
3. Number and Types of Taxis
owned by the Firm _____
4. Annual turnover (2014-15) _____
(Attach copy)
5. PAN/TAN No. _____
(Attach copy)
6. Service Tax Account No. _____
(Attach Copy)
7. Experience (in years) _____
(Attach copy)
8. Any other relevant information : _____

Signature of the owner/proprietor of the Agency

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 CSIR – CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE
 %okhfucl rFk vSj khxd vuq akku ifj" kn%
 (Council of Scientific & Industrial Research)
 nhkij @ Durgapur – 713 209

(to be submitted only in Part-II (Price-Bid))

RATE SCHEDULE FOR TAXI SERVICE

SI No.	Type of Duty	Indica		Indigo		Innova		Scorpio		Tata Sumo	
		AC	Non-AC	AC	Non-AC	AC	Non-AC	AC	Non-AC	AC	Non-AC
<u>CHARGES FOR FIXED POINT JOURNEY</u>											
01.	DURGAPUR TO DUMDUM /KOLKATA AIR PORT (any point)										
02.	DURGAPUR TO CIMFR DHANBAD										
03.	DURGAPUR TO NML JAMESHEDPUR										
04.	DURGAPUR TO IIT, KHARAGPUR										
05.	DURGAPUR TO BESU SHIBPUR										
06.	DURGAPUR TO JADAVPUR UNIVERSITY/IICB/CGCRI KOLKATA										
07.	DURGAPUR TO ANDAL AIRPORT										
08.	RATE PER KM FOR OUT STATION JOURNEY										
09.	HALTING CHARGES FOR OUTSTATION JOURNEY (NOT APPLICABLE FOR SAME DAY RETURN JOURNEY)										
<u>10. RATE FOR LOCAL JOURNEY</u>											
I)	20 KM / 4 HOURS										
II)	40 KM/8 HOURS										
III)	RATE PER KM BEYOND 20KM/4 HOURS OR 40KM/8 HOURS										
IV)	HALTING CHARGES BEYOND 8 HOUR FOR LOCAL JOURNEY										
11.	NIGHT CHARGES										
12.	SERVICE CHARGES, IF ANY										
13.	SERVICE TAX	As per Rule.									

- Other charges, if any, may be mentioned.
- Duty Time/odometer will start from reporting point to the relieving point. Not to be calculated on garage to garage basis of the agency.
- Destination within the limit upto 50 k.m.of Durgapur Municipal Corporation will be treated as Local Journey.
- No halting charge is payable for stay of vehicle in a place between 10 PM to 6.00 AM .Only night charges is payable.
- Night charges is only available to the Service Provider only when a vehicle stays in a place standing for at least 5 (five) hours at a stretch between 10 PM to 6 AM.
- Taxi hire charges for additional journey in the outstation duty (under SI.No. 01 to 07) will be paid to the Service Provider, in addition to the charges for fixed point journey, as per SI. No. 08 of the approved rate schedule.
- Rates need to be mentioned for fixed point to and fro Journey (SI. Nos. 01 to 07) only.
- Rates for local journey are applicable for patrolling the specified location by any of the above vehicle for day service.
- Incomplete rate schedule is likely to be rejected.
- Charges quoted in Indian Rupees only.

Signature of the owner/proprietor of the Agency



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 CSIR - CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE
 %OKKrud rFkk vksj ksd vuq akku ij"knz
 (Council of Scientific & Industrial Research)
 n%kú j @ Durgapur - 713 209

RATE SCHEDULE FOR NIGHT PATROLLING SERVICE
 (to be submitted only in Part-II (Price-Bid))

Sl. No.	Type of Duty (Night Patrolling from 10:00 PM to next day 6:00 AM at CSIR-CMERI Institute and Colony)	TATA SUMO OR EQUIVALENT (Non-AC)
1.	Monthly Charge	
2.	Rate per KM (beyond 40 KM in each spell of night Patrolling from night 10:00 PM to next day 6:00 AM)	

- Incomplete rate schedule is likely to be rejected.
- Charge quote in Indian Rupees only.

Signature of the owner/proprietor of the Agency

**AGREEMENT FOR HIRING OF DAY-TO-DAY TAXIS, TATA SUMO (NON-AC) FOR NIGHT PATROLLING
(COMMERCIALY LICENSED VEHICLE)**

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-CMERI having its office at "Mahatma Gandhi Avenue, Durgapur-713209 (hereinafter referred to as CSIR-CMERI) of the ONE PART.

And

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

n-judicial stamp paper _____
WHEREAS CSIR-CMERI, a laboratory under CSIR is desirous of hiring the transport service on case-to-case basis at the CSIR-CMERI, Durgapur-9 and whereas the contractor has offered to provide the transport service on the terms and conditions herein after stated.

Sign. of Proprietor of the Agency

Signature of AO

Signature of the owner/proprietor of the Agency

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-CMERI shall accrue/arise implicitly or explicitly.
2. That in case of the drivers so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the CSIR-CMERI/CSIR in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of CSIR-CMERI/ 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 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-CMERI for transporting CSIR-CMERI officials/other persons for the business of CSIR-CMERI to the destination as specified in the requisition slip. In the case of the vehicle for night patrolling (both commercially licensed vehicle), the contractor shall provide day to day services on the instruction of the Authorized Officer of this Institute.
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-CMERI, 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.

Signature of the owner/proprietor of the Agency

3. That the contractor shall at his own cost take necessary insurance cover in respect of the aforesaid services rendered to CSIR-CMERI 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-CMERI 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-CMERI 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 hire charges inclusive of all taxes, for the services to be provided by the second party shall be at the rate offered and accepted.
7. The Contractor (the Second party) shall take out and keep alive valid insurance cover as per provision of the Motor Vehicles Act 1939. The Contractor (the Second party) shall also take and keep alive for all the vehicles riot risk insurance.
8. All the vehicles shall be of latest models.
9. Each vehicle shall be provided with a spare wheel with tires in good condition with other tools required to attend minor breakdown *en route* by the Contractor (the Second Party).

Signature of the owner/proprietor of the Agency

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-CMERI (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-CMERI (the First Party) shall have the power to impose fine to the maximum extent of Rs.10,000.00 (Rupees ten thousand only).
14. The Agency shall provide an alternate vehicle
15. The vehicle hire bills shall be submitted by the Contractor (the Second Party) to the CSIR-CMERI (the First Party) within 10 days of the subsequent month of journey.

OBLIGATION OF CSIR-CMERI

1. The hire bill shall be submitted by the second party to the first party at the end of every month and the bill shall be paid by the first party within ten working days from the date of submission of bills.

Signature of the owner/proprietor of the Agency

That the CSIR-CMERI shall reimburse the amount of service tax, if any, paid by the Contractor to the Appropriate Government Authorities on account of the services rendered by them. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor within 15 days after the submission of bills as in the just preceding paragraph.

D. INDEMNIFICATION:

1. That the Contractor shall keep the CSIR-CMERI 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-CMERI is made party and is supposed to contest the case, the CSIR-CMERI 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-CMERI on demand. Further, the contractor shall ensure that no financial or any other liability comes on CSIR-CMERI in this respect of any nature whatsoever and shall keep CSIR-CMERI indemnified in this respect.
2. The Contractor shall further keep the CSIR-CMERI indemnified against any loss to the CSIR-CMERI property and assets. The CSIR-CMERI 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.

Signature of the owner/proprietor of the Agency

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-CMERI 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-CMERI (First Party) on giving the Contractor (the Second Party) thirty days notice. The AGREEMENT may be renewed after one year 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-CMERI 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-CMERI.
 - c) On being declared the Contractor insolvent by competent Court of Law.

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

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

Signature of the owner/proprietor of the Agency

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 sole arbitration to the Director General, CSIR or his nominee.
2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The expression Director General, CSIR shall mean and include an acting/officiating Director General.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.
5. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 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
CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE
MAHATMA GANDHI AVENUE
DURGAPUR-713209
BARDDHAMAN

For and on behalf of
The contractor _____

WITNESS

1.

2.

Signature of the owner/proprietor of the Agency