

सी.एस.आई.आर.—केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान

CSIR-Central Mechanical Engineering Research Institute

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)
(Council of Scientific and Industrial Research)

महात्मा गाँधी ऐवन्यू

Mahatma Gandhi Avenue

दुर्गापुर—713209 (पश्चिम बंगाल)

Durgapur-713209 (West Bengal)



ई—निविदा दस्तावेज/e-Tender Document

निविदा संदर्भ संख्या/Tender Reference No.: T&G/OS/CMERI/2026

कार्य का नाम / Name of the Work

“Short Term Cab and Taxi Hiring Services”

**NIT
AND
CONTRACT DOCUMENT**

BID DOCUMENT

For

Short Term Cab and Taxi Hiring Services as and when required basis at CSIR – CMERI Durgapur and Night Patrolling)

Details of the Service Provider	Reputed & Professional Transport Service Providing Agency having commercially registered vehicles of their own
Proposed Date of Tender Publication (Date of Advertisement)	01.07.2026
Tender Mode	Through GeM Portal (https://gem.gov.in/)
Tender Value	Tender value of Rs. 24,00,000.00 approx. (Rupees Twenty Four Lakh only) for 01 year.
Closing date for Submission of bids	At least 15 days from the day of publishing the Tender
Earnest Money Deposit (EMD)	Rs.72000.00 (Rupees Seventy Two Thousand only) This amount is exempted for NSIC/KVIC/MSME registered organizations/firms who are licensed to provide Taxi/LCV Transport Services.
Performance Security	5% of the contract value in the form of DD/TDR/Bank Guarantee/fixed deposit and electronic mode with a validity of 02 months extra from the expiry of contract period. In case of extension of contract period, validity of Bank Guarantee shall have to be extended accordingly by the agency.
Contact Person for Technical Query	Section Officer ,CSIR CMERI, MG AVENUE Durgapur- 713209, Tel – 9434470259, email: so.gen@cmeri.res.in

1. ELIGIBILITY CONDITION

- i. **Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.**
- ii. **Experience of having successfully completed similar works during last 3 years ending last day of month previous to the one in which applications are invited should be either of the followings: -**

Three similar completed works costing at least than the amount equal to 40% of the estimated cost.

OR

Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

OR

One similar completed work costing not less than the amount equal to 80% of the estimated cost.

- iii. **Similar work means Short Term Cab and Taxi Hiring Services**
- iv. **The Tenderer should furnish the proof of work experience in Govt./Semi Govt./Central/State autonomous bodies, PSU, CSIR or its constituent laboratories, or to any big corporate body. Work done/Performance certificate for having successfully executed/completed following works during the last 5 financial years.**
- v. **Experience of having successful completion of work for Transport Services for Short Term Cab and Taxi Hiring Services.**

- vi. Bidder must have at least 06 nos. (out of which at least 2 must be 7 seven-seater vehicle) commercially registered vehicles (must not be older than 6(Six) years during whole contract period) in the name of firm/proprietor.
- vii. The bidder should be registered for GST with concerned department.
- viii. The Contractor should have his contact Office within Durgapur Municipal Corporation/near by area of CSIR – CMERI Durgapur with 24 hours' telephone facility so that the vehicle can be made available within short notice at odd hours. The vehicle required should be made available at CSIR-CMERI Durgapur OR requested place within the time specified/instructed by the executing authority.

2. Period of contract: Duration of the contract shall be for 2(Two) years which may be extended for another one (01) year subject to satisfactory service. In case of unsatisfactory service, the contract may be summarily terminated.
3. The successful bidder will be required to enter into agreement with the Institute (CSIR-CMERI Durgapur) within 15 working days from the date of award of Contract on non-judicial stamp paper of appropriate value in format prescribed by CSIR CMERI Durgapur. The successful bidder shall commence operation from the date as specified by CSIR- CMERI Durgapur in the work order.
4. The agency shall be responsible for provision of the services as per the contract / bid during the entire contract period. Institute reserves the right to monitor the services at any time. Penalty shall be imposed as per Gem Terms and conditions.
5. Payment of the agency shall be made within 30 working days subject to submission of bill in duplicate (mentioning Original/Duplicate) along with all other relevant documents which will be intimated in due course after awarding of contract.
6. The agency shall comply with all applicable laws, bye Laws, rules, regulations, orders, directions, notifications etc. of the Govt./ Court/Tribunals and shall also comply with all directions issued by the Institute and provide the Institute with all information and cooperation that Institute may reasonably require from time to time.
7. The award of service cannot be transferred.
8. In case of failure of providing timely service the actual expenditure incurred by the user for hiring of such service will be recovered from the service provider.

9. GENERAL INSTRUCTION FOR BIDDERS AND EVALUATION CRITERIA

- i. The Tender documents can be downloaded from the GeM Portal. Information on issuance of corrigendum, if any, related to this tender will also be available on GeM Portal.
- ii. Bids must be submitted by Bidders furnishing following details in single PDF file for smooth scrutinizing of the tender.

Sl.No.	Particulars	Documents
1.	Company details & Certificates	Valid proprietor/Company Registration Certificate
		Valid Partnership Deed in case of Partnership Firm (If applicable)
2.		PAN Card in the name of the Proprietor/Partner/Company
4.		Valid GST Registration Certificates
5.		Valid Trade License(2026-2027)
6		MSME Certificate in relevant field (UDYAM Registration NIC CODE : Group –is 771) if claim relaxation in submission of EMD

		Proof of Experience
7.	Financial information	Last three year's Income Tax Return of the Company (F.Y. 2023-24, 2024-25,2025-26)
8.		Last three year's Audited Balance Sheet of the Company mentioning clearly the Annual Turnover of the Company(F.Y.,2023-24,2024-25,2025-26)
9.	EMD Details	Demand draft or Banker's pay order or as in the form of Gem allowed
10.	Commercial Vehicle	Description
11.	Specification	Type of Vehicle
12.		Model No
13.	<ul style="list-style-type: none"> Document for serial number10 to 18 should be provided for all the vehicle individually. 	Proof of Ownership(Copy of Registration Certificates)
14.		Road Permit No(If any)
15.		Make and Year
16.		Valid Pollution Control Certificate
17.		Valid Car Insurance certificate
18.		Valid Road Tax certificate
19.	Filled in and signed Check List	Annexure-I
20.	Filled and signed Tender Acceptance Letter	Annexure -II
21.	Filled and signed undertaking	Annexure - III
22.	Filled in and signed "UNDERTAKING REGARDING BLACKLISTING"	Annexure-IV
23	Filled in and signed "ORGANISATION DETAILS AND FINANCIAL PROFILE OF THE BIDDER"	Annexure-V

- iii. **The bidder who quotes the overall lowest value including Night Patrolling (Monthly basis) will be the L-1 bidder. L-1 bidder shall be considered for award of contract. Rates are to be quoted as per the Price Bid Format No change in rates will be entertained during the contract period.**
- iv. **In case of more than 01, L-1 bidders, in such case contract will be awarded as per Gem Decided based on Auto run.**
- v. **During evaluation and comparison of bids, CSIR- CMERI Durgapur may, at its discretion, ask the bidder for clarification of their bid through GeM Portal. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.**
- vi. **Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.**
- vii. **The Bids should remain valid for 90 days. However, in case of any delay due to genuine reasons, the validity period maybe extended further for additional period of 30 days.**
- viii. **EMD Earnest Money Deposit of Rs. 72,000/-(Rupees Seventy Two Thousand by way of Demand draft or Banker's pay order or in any mode allowed by GeM Portal drawn**

in favour of Director, CSIR – CMERI, Durgapur and payable at Durgapur.

- ix. EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM. This amount is exempted from NSIC/KVIC/MSME registered organizations /firms who are registered to provide Transport Services for commercially licensed vehicle of Taxi Services.**

10. GENERAL TERMS & CONDITIONS

- i. **Within 07 days from the date of receipt of work order, the L1 Bidder shall deposit to the Institute a sum of 5% of the estimated value in the form of Bank Guarantee or in any mode as GeM allowed with a validity of 02 months beyond the expiry of contract period. The Institute will be at liberty to forfeit the deposit if the Contractor fails to honour the commitments in any manner whatsoever. The deposit will not bear any interest and the same shall be refunded to the Contractor on satisfactory completion of the contract after adjusting dues, if any, on this account.**
- ii. **The contract may be terminated by one month's notice if the performance of the Service Provider is not found to be satisfactory by the Institute Authority and the decision of the Institute Authority will be final in this regard.**
- iii. **If the service provider issued with three warnings for unsatisfactory performance, the Institute will be at liberty to terminate the contract within 24 hrs. with forfeiture of the performance Security deposit in full.**
- iv. **The Service Provider may appeal for termination of contract by giving three months' notice with justified reason for termination of the contract.**
- v. **The Contractor/service provider shall not be permitted to further outsource, transfer or subcontract or assign his rights and obligations under the contract to any other organization or otherwise. Institute shall take immediate action as deemed fit.**
- vi. **Compensation in case of accident or damage to the vehicle, individual and property will be borne by the service provider / contractor.**
- vii. **All the provisions of the Motor Vehicles Act, as applicable, shall be complied with by the service provider/contractor.**
- viii. **The agency must ensure fulfillment of all statutory rules/ regulation and GOI Guidelines.**

CSIR – CMERI, Durgapur reserves the right to include/exclude or relax any of the clauses at any time for the interest of the institute, depending upon the discretion of the Institute Authority.

- ix **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 Delhi International Arbitration Centre (IIAC/ DIAC), Delhi High Court, New Delhi.**

11. NIGHT PATROLLING

To provide vehicle (Commercially licensed vehicle) Sedan (Non-AC) for Night Patrolling at CSIR-CMERI Durgapur

- 1. Time: 10:00 PM to next day 6:00 AM**
- 2. Daily Distance: 40 KM**

Note: The bidder may be requested to quote the rate for Night Patrolling on monthly basis.

12. SCOPE OF WORK

- i. **Type of required vehicles shall be as per the Price Bid format. Vehicles to be provided as and when required by the Institute within 4 hours on receipt of requisition/ email / WhatsApp. Vehicles may be used both for short and (or) long distances. Vehicles particular and driver contact number will be sent at least 2 hours before starting journey.**
- ii. **The vehicles which are to be provided to the CSIR- CMERI, Durgapur must not be older than 6(Six) years during the contract period. It must be well cleaned from inside and outside. Inside Seats of the vehicle are to be covered by clean seat covers / towels. Vehicle provided should have valid Commercial Registration.**
- iii. **Drivers should be experienced and must hold valid driving license. Experienced driver must be deployed well-dressed/uniformed and should have decent behavior. Any driver found under the influence of alcohol/intoxicants while driving vehicle, the contract will be terminated. Driver must be well conversant of the major roads especially of West Bengal and its neighboring states. They must have a mobile phone.**
- iv. **Duty Slip to be provided with the Drivers as per the format enclosed (Annexure-II) & be submitted with the bill (filled in all columns and signed condition). If a column is not applicable 'NA' should be mentioned.**
- v. **The contractor shall get every vehicle insured at their own cost for covering all the risk for maximum seating capacity including the first party insurance. He will be responsible for compensation, payable arising out of any accident including any payment to the third party and to the passengers imposed.**
- vi. **All the provisions under the motor vehicle act as applicable from time to time shall be complied with by the service provider / contractor.**
- vii. **Starting Odometer reading will be from user starting point only. No Garage KM (Positioning and Return Base) will be allowed.**
- viii. **Drivers should be at least 8th standard pass and able to read and write English so as to complete vehicle related documents. Should be medically fit to undertake the job and hold valid driving license.**
- ix. **Total maintenance including fuel, oil, lubricants, road tax, pollution, insurance cover or any other statutory requirements should be fulfilled by the service provider at his own cost.**
- x. **In case of breakdown, immediate replacement by an identical vehicle will be the responsibility of service provider.**
- xi. **Providing of washed and cleaned vehicle shall be the responsibility of the service provider/contractor.**

13. Special Terms & Conditions and Instructions regarding HOW TO QUOTE THE RATE-

- i. **Successful bidder will be selected based on the overall lowest price quoted.**
- ii. **The quoted price and rate per KM may be revised subject to a change in fuel prices exceeding 10%(either higher or lower) compared to the price on the closing date of this bid. The quoted price and rate per KM shall be revised by the same percentage as the change in fuel price during the period between the closing date of the bid and the date on which the fuel price changes by 10% (either higher or lower).**
- iii. **Cost of Toll Tax & Parking during the Official Journey shall be paid as per actual on submission of proper invoices.**
- iv. **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: 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:

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

Annexure-II

Driver's Name:

**Mobile
No:**

Car No:

Duty Slip/Journey Log

Date	Time		Milometer/ Kilometer reading	Miles / Kilometers covered	Period of detention included in Cols. 2 & 3 (for non duty journeys only)	Name and designati on of officer using staff car	Plac es visit ed	Purpose of journey-if official, full details	Signatur eof officerusi ng car, his remarks, if any	No. of hours after normal duty hoursor on Sundays and closed holidays	Initials of officer I/C of Vehicle & his remarks, if any
	From	To									
1	2	3	4	5	6	7	8	9	10	11	12

Signature of the Bidder with Stamp

Annexure-I

CHECKLIST (To be submitted with Technical Bid)			
Sl. No.	Items	Put Tick Mark	
		YES	NO
1.	Signed Tender Document		
2.	Photo copy of PAN Card		
3.	Photo copy of Professional Tax Certificate		
4.	Photo copy of GST Registration Certificate		
5.	Photo copy of Trade License(2026-27FY)		
6.	Photo copy of Company Registration Certificate(If Applicable)		
7.	Photo copy of Partnership Deed in case of Partnership Firm(If applicable)		
9.	Photo copy of Income Tax Return(2023-24,2024-25, 2025-26)		
10.	Last three year's Audited Balance Sheet of the Company mentioning clearly The Annual Turn over of the Company(F.Y. 2023-24,2024-25,2025-26)		
11.	Earnest Money of Rs.72,000.00		
12.	Vehicle Specification		
13.	Proof of Ownership (Copy of Registration Certificates)		
14.	Proof of Past performance		
15.	Organization details and financial profile of the bidder		
16.	Undertaking regarding blacklisting (Annexure –IV)		
17.	Filled and signed Tender acceptance letter (Annexure-II)		
18.	Filled and signed undertaking (Annexure – III)		

Signature of the Bidder with Seal

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/ organisation 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 the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation 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)

UNDERTAKING REGARDING BLACKLISTING

It is here by certified that, I/we are not blacklisted by Govt. of India& it's under taking as on date. The Firm will immediately inform To Client (CSIR CMERI Durgapur)in case of any change in the situation any time here in after.

Name of the Bidder/Authorized Signatory:

Signature of the Bidder/Authorized Signatory:

Company/FirmSeal/Stamp:

Date

Annexure-V

ORGANISATION DETAILS AND FINANCIAL PROFILE OF THE BIDDER

A. ORGANISATIONDETAILS

Sl.No	Details		Remarks
1	Name of Bidder		
2	Type		
3	Year of establishment		
4	Brief Description		
5	Name of Owner/ Proprietor/Director		List out complete details
6	Contact details of dealing Owner/ Proprietor		For this tender/contract. Name, designation, contact number and Email ID may Be provided
7	Address of Head/corpor ate Office		
8	Details of contact official		Name, designation, contact number and E mail ID maybe provided
9	Address of Local Office		
10	Details of contact official of Local Office		Name, designation, contact number and E mail ID may Be provided
11	Power of Attorney incase tender documents not signed by the Proprietor/Director		
12	PANCARD Details		
13	GST No.		

Note: If details do not fit in the given columns separate sheet(s) may be attached.
Organizational structure:
 To includedetailsofProprietor/Directors,managersandotherofficialsbothatheadofficesandregionaloffices.Count of staff on roll in each organization should also be provided. Add as a separate enclosure.

(Signature of the Bidder with official seal)

B. FINANCIAL PROFILE

Annual turnover statement: Bidders shall indicate herein his annual turnover during the following five years based on the audited balance sheet / profit and loss account statement.

Financial Year	Annual Turnover (Rs.)
2023-2024	
2024-2025	
2025-26	
Average Annual Turnover	

Note: Last three year's Audited Balance Sheet of the Company mentioning clearly the Annual Turn over of the Company (F.Y. 2023-24, 2024-25, 2025-26) shall be submitted along with the tender and/or Annual Turnover Certificate from a Chartered Accountant, duly certified and bearing a Unique Document Identification Number (UDIN). The Bidder may provide any other details or information if it wishes.

(Signature of the Bidder with official seal)

CLIENT LIST AND DETAILS OF CLIENTS OF BIDDER

Sl. No	Name of Client	Location & Address	Contact details of client. Email & Mobile	Description of the work and type of contract	Annual Value of Contract	Duration /period	Number and type of vehicles provided	Remarks
1								
2								
3								

Note:

- If details do not fit in the given columns, separate sheet(s) may be attached.
- Please provide substantial proof to support each entry as asked for. Entries without proof are liable to be rejected. In case of doubt additional documentary or other evidences may be called for if found needed by the concerned officials of the Institute.
- Bidder shall furnish the experience details as above only of those contracts, which they consider suitable for meeting the qualifying requirements specified in the Notice Inviting Tender. CSIR - CSIR-CMERI Durgapur reserves the right not to evaluate any other contract details. Details of more contracts may be furnished in the same format, if desired.
- Bidder may note that non-submission of relevant supporting documents will lead to rejection of their tender. It shall be sure that all relevant supporting documents are submitted along with their tender in the first instance itself. Evaluation may be completed based on the details so furnished without seeking any subsequent additional information.
- If the Bidder has executed/ completed similar nature of work (as called in Experience Criteria of Notice Inviting Tender), as a part of combined work order, then it is the responsibility of the bidder to produce documentary evidence from Client to establish the value and description of such works and that the bidder meets the experience requirements of tender.
- Any Other Details or Information the Bidder Wishes to Provide.

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EXCEPTIONS AND DEVIATIONS STATEMENT

Bidder may stipulate exceptions and deviations to the tender document, if considered unavoidable as per the following format:

**Allexceptional/deviationstakenbytheBiddertothestipulationsofthetenderdocumentshal
lbebroughtout in the Technical Bid (and not in the Price Bid) strictly as per this format.
Any exceptions/ deviations brought out elsewhere in the tender shall not be construed
as valid.**

(Signature of the Bidder with official seal)

AGREEMENT FOR THE WORK "EMPANELEMENT OF AGENCIES FOR HIRING OF TAXI SERVICES (COMMERCIALY LICENSED VEHICLE) AND NIGHT PATROLLING AT CSIR-CMERI, DURGAPUR-713209."

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.

WHEREAS CSIR-CMERI, a laboratory under CSIR is desirous of hiring taxi service on day-to-day 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 COA/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-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, 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-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.
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 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. 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).
 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 wherever necessary.
 15. The vehicle hire bills shall be submitted by the Contractor (the Second Party) to the CSIR-CMERI (the First Party) within 15 days of the subsequent month of journey.

C. OBLIGATION OF CSIR-CMERI

1. The bill, complete in all respect, should be submitted by the agency at the end of every month and the bill shall be paid by CSIR- CMERI within thirty working days from the date of submission of bills. That the CSIR-CMERI 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-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.
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 as per Gem

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.

G. ARBITRATION:

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 Delhi International Arbitration Centre (IIAC/DIAC), Delhi High Court, New Delhi.

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

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

For and on behalf of
The contractor _____

WITNESS

- 1.
- 2.

COUNTERSIGNED

COFA / F&AO



सी.एस.आई.आर.-केन्द्रीय यांत्रिक अभियांत्रिकी अनुसंधानसंस्थान
CSIR-Central Mechanical Engineering Research Institute
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)
(Council of Scientific and Industrial Research)
महात्मा गाँधी ऐवन्यू / Mahatma Gandhi Avenue
दुर्गापुर-713209 (पश्चिम बंगाल)
Durgapur-713209 (West Bengal)

All payments to Contractors/Bidders will be made by 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 Central Mechanical Engineering Research Institute(CMERI), 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)