



**CSIR-NATIONAL PHYSICAL LABORTORY  
DR. K.S. KRISHNAN MARG,  
NEW DELHI – 110 012**



**TENDER DOCUMENT**

**Name of Work: Contract for hiring DLY Taxies (yellow plated) on piecemeal basis as well as Dedicated Vehicles on full time basis for day to day official use in CSIR-NPL.**

Sale of Tenders from: 31/1/2014 to 20/2/2014  
Last date of Submission of Tender: 21/2/2014 upto 2:30 PM  
Due Date of Opening of Technical Bid Only: 21/2/2014 at 3:00 PM

**CONTENTS**

S. No.	DESCRIPTION	PAGE NO.
1.	Contents	1
2.	Press Advertisement	2
3.	Detailed Notice Inviting Tender	3
4.	Instructions to Tenderers and General Terms & Conditions of the Job Contract	4 - 10
5.	Annexure – A Draft Agreement for the Job Contract	11-19
6.	Annexure – B & C Format of Technical Bid	20-22
7.	Instruction related to Financial Bid	23
8.	Annexure – D & E Format of Financial Bid	24-25

Note	Tenderers should confirm receipt of all the pages (Total 25 pages) of tender document. All the pages issued are to be returned along with the requisite documents (photocopies to be self attested by the tenderer), duly signed and stamped by the tenderer, while submitting tender
------	---

Tender \_\_\_\_\_ issued \_\_\_\_\_ to \_\_\_\_\_

Tender Fee of `500/- paid vide Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_  
issued by \_\_\_\_\_ Bank

**SIGNATURE OF THE OFFICER  
ISSUING TENDER**

Earnest Money Deposit of `10,000/- paid vide  
Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_  
issued by \_\_\_\_\_ Bank

In case, the tender document is downloaded from CSIR-NPL website, the non refundable tender fee of `500/- should be paid through a separate demand draft and be enclosed/attached with the Tender. Tender cost and / or EMD should be enclosed together in a separate envelope. The tenders not accompanied with Tender cost and/or EMD are liable to be rejected and shall not be opened.
--

**PRESS ADVERTISEMENT**



**CSIR - NATIONAL PHYSICAL LABORATORY  
DR. K.S. KRISHNAN MARG,  
NEW DELHI – 110 012**



**NOTICE INVITING TENDER No. 1/2014 (Gen.)**

On behalf of the Director, CSIR-NPL tenders are invited for the following:-

<b>Name of Contract</b>	<b>Tender Cost</b>	<b>Earnest Money</b>	<b>Contract Period</b>
Contract for hiring DLY Taxies (yellow plated) on piecemeal basis as well as Dedicated Vehicles on full time basis for day to day official use in CSIR-NPL	₹ 500/-	₹ 10,000/-	24 months

**Sale of tenders: From 31/1/2014 to 20/2/2014**

**Last date for submission of duly filled up tender: 21/2/2014 upto 2:30 PM.**

**Date and time of opening of technical bid: 21/2/2014 at 3:00 PM.**

**Other details and complete tender document are available on CSIR-NPL website <http://www.nplindia.org>, which may be referred/ visited to.**

Controller of Administration



**CSIR-NATIONAL PHYSICAL LABORATORY  
DR. K.S. KRISHNAN MARG,  
NEW DELHI – 110 012**



**DETAILED NOTICE INVITING TENDER**

On behalf of Director, CSIR-NPL sealed tenders are invited in the prescribed format under two bid system – Technical Bid (Part-I un-priced) and Financial Bid (Part-II priced) for the following work from reputed tours and travel agencies/companies having minimum of 5 years experience and annual turnover of ` 50 Lakhs and above continuously during the last 3 years in the business of tours and travel/taxi operation for empanelment of firms for hiring DLY Taxies (yellow plated) on piece meal basis as well as dedicated vehicles on full time basis for day to day official purpose in Govt. Sector/PSU's/Autonomous Bodies. The firm should have also at least 10 DLY taxies (yellow platted) registered in its name, out of which 5 should not be older than 1/1/2011, i.e. 3 years old (Copies of Registration Certificates (RCs) of the vehicles should be attached).

<b>Name of Contract</b>	<b>Tender Cost</b>	<b>Earnest Money</b>	<b>Contract Period</b>
Contract for hiring DLY Taxies (yellow plated) on piecemeal basis as well as Dedicated Vehicles on full time basis for day to day official use in CSIR-NPL	` 500/-	` 10,000/-	24 months
<b>The estimated yearly contractual value is approx. ` 10 Lakhs.</b>			

Interested agencies may apply in writing for purchase of tender documents by submitting a demand draft for ` 500/- (non-refundable tender cost) drawn in favour of The Director, National Physical Laboratory, Dr. K.S. Krishnan Marg, New Delhi – 110012, payable at New Delhi upto 5:00 PM on 20/2/2014. The tender document will be available for sale with Section Officer, General Section, Room No. 222, Main Building, CSIR-NPL Campus, Dr. K.S. Krishnan Marg, New Delhi - 110012. In case, the tender document is downloaded from our website, the tender fee of ` 500/- should be paid through a separate demand draft/pay order which should be invariably enclosed with the Technical Bid (Part-I un-priced). The duly filled in tender documents along with a draft/pay order towards earnest money deposit for ` 10,000/- in favour of Director, CSIR-NPL, payable at New Delhi, will be accepted upto 2:30 P.M on 21/2/2014. The tenders (Technical Bid) will be opened on the same day at 3:00 PM in the presence of the tenderers or their representatives who wish to be present. The tenders received without Tender Fee and/or EMD shall be summarily rejected and shall not be opened. Offers submitted by Fax/E-mail/Telegram will not be entertained. Tenders received after prescribed date/time due to any reason will not be considered and rejected summarily.

This detailed NIT and complete tender document are available on CSIR-NPL website <http://www.CSIR-NPLindia.org> also.

The Director, CSIR-NPL reserves the right with himself to accept or reject, in part or in full, any or all the tenders received even without assigning any reasons thereof.

**Controller of Administration**

## **Instructions to Tenderers and General Terms & Conditions of the Job Contract**

### **1. General**

- 1.1 Council of Scientific & Industrial Research (CSIR) is a premier research & development organization in the country (refer website <http://www.csir.res.in>). National Physical Laboratory, New Delhi (refer website <http://www.CSIR-NPLIndia.org>) is a constituent laboratory of CSIR and is engaged in basic and applied research in the fields of Physics. CSIR-CSIR-NPL is the custodian of national standards of India.
- 1.2 **Sealed tenders are invited from eligible Contractors, by Director, CSIR-NPL, New Delhi on behalf of CSIR for "Contract for hiring DLY Taxies (yellow plated) on piecemeal basis as well as Dedicated Vehicles on full time basis for day to day official use in CSIR-NPL".** The estimated yearly contractual value is approx. ` 10 Lakhs.
- 1.3 **In order to be an eligible tenderer, the contractor must be** having minimum of 5 years experience and annual turnover of ` 50 lakhs and above in the last 3 years in the business of tours and travel/taxi operation for empanelment of firms for hiring DLY Taxies (yellow plated) on piece meal basis as well as dedicated vehicles on full time basis for day to day official purpose. The firm should have also at least 10 DLY taxies (yellow plated) registered in its name, out of which 5 should not be older than 1/1/2011, i.e. 3 years old. (Copies of Registration Certificates (RCs) of the vehicles should be attached)
- 1.4 The duration of the contract is for a period of two years from the date of commencement/award.
- 1.5 The Director, CSIR-NPL reserves the right to cancel/terminate the contract at any time during the currency of the contract, on account of unsatisfactory services or otherwise even without assigning any reasons thereof, after giving one months notice to the contractor. The contractor on his part will have to give two months notice.
- 1.6 If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the contract shall be cancelled and Performance Security shall be forfeited without any claim whatsoever and the contractor will be liable for action as appropriate under the extant laws.
- 1.7 The Tenderers should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left in between.
- 1.8 Canvassing in connection with the tender is strictly prohibited and the Tenderer resorting to canvassing will be liable for rejection on that ground alone.
- 1.9 The Tenderer shall not be permitted to tender if any of his relatives is posted in the grade between Controller of Administration and Section Officer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and whose relatives are as mentioned above.

**NOTE:** A person shall be deemed to be a relative of another if, and only if, (a) they are members of a Hindu undivided family; or (b) they are husband & 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 son's son. Son's son's wife, son's daughter, son's daughter's son's wife, daughter's daughter, daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sister's husband.

2. **Issue of Tender Document** - The interested agencies, fulfilling the above criteria, may approach to Section Officer, General Section Room No. 222, Main Building during working hours from 31/1/2014 to 20/2/2014 along with a written request for tender document and with tender cost in the form of DD/Pay Order from any scheduled bank in favour of Director, CSIR-NPL and payable at New Delhi. In case, the tender document is downloaded from our website, the tender fee of `500/- should be paid through a separate demand draft which should be invariably enclosed with the Technical Bid (Part-I un-priced). The tenders received without Tender Fee shall be summarily rejected.
3. **Submission of Tender** - The tenders, complete in all respects as per the instructions given in the detailed tender document, may be submitted along with the Earnest Money Deposit of `10,000/- (in the form of a demand draft only) in a sealed cover addressed to The Director, National Physical Laboratory, Dr. K.S. Krishnan Marg, New Delhi – 110012 upto 2:30 PM on 21/2/2014. The envelope containing the tender should be marked on top "**Tender for Contract for hiring DLY Taxies (yellow plated) on piecemeal basis as well as Dedicated Vehicles on full time basis for day to day official use in CSIR-NPL**". The tenders received without Tender Fee and/or EMD shall be summarily rejected. Offers by Fax/e-mail/Telegram will also be summarily rejected. CSIR-NPL will not be responsible if the Tenders are delivered elsewhere or are not delivered on time due to postal or any other delays. Tenders received after due date/time will be returned back in unopened condition. Incomplete, conditional tenders and fax / e-mail / telegraphic tenders will be rejected summarily.
4. **Precautions while filling the Tenders** - The tenderers while filling the tenders should take care of the following:-
  - 4.1 Before tendering, the Tenderer must go through the entire tender document and visit the site at CSIR-NPL to acquaint and satisfy himself about the conditions prevalent there. No claim on this account shall be entertained by CSIR-NPL under any circumstances subsequently.
  - 4.2 **The Technical Bid (Part – I un-priced) envelope must have all the essential documents as stated in Annexure B & C of this tender document, failing which the tender will be deemed as non-responsive and disqualified for further evaluation. Photocopies of all the documents attached with the tender should be self attested by the tenderer.**
  - 4.3 **Financial Bid envelope (Part –II priced)** should be sealed with wax/tape and consist of only the format of Financial Bid appended to the tender documents. The rates should be quoted both in words and figures.
    - 4.3.1 If it is observed that there is differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed:-
    - 4.3.2 When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the tenderer shall be taken as correct.
    - 4.3.3 When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figures or in words, the rate quoted by the tenderer in words shall be taken as correct.

- 4.3.4 When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.
- 4.4 All over writings/corrections should be duly signed by the tenderer.
- 4.5. All the pages of this tender document need to be duly signed and stamped by the Contractor with date as a token of having accepted the same.
5. **Opening of Tenders** - The Technical Bids (Part – I un-priced) only shall be opened on 21/2/2014 at 3:00 PM in General Section, Room No. 222, Main Building in the presence of Tenderers or their authorized representative(s) who wish to be present. These Technical Bids will be evaluated by a duly constituted Committee. The Financial Bids (Part – II priced) of only those Tenderers, whose Technical Bids are found responsive enough will be opened at a later date and time to be informed by CSIR-NPL. The Financial Bids of the non responsive Tenderers will be returned to the respective parties at a later date.
6. **Evaluation of Tenders** - For evaluation of bids under this contract, the lowest tenderer (L-1) will be decided on the basis of rates quoted for dedicated vehicles. Such L-1 Tenderer will be required to meet the rates quoted by L-1 Tenderer for vehicles on 'piece meal' basis and for buses failing which the office will be at liberty to award separate contracts for dedicated vehicles, vehicles on 'piece meal basis' and for buses. Further, in case the rates quoted by two or more agencies for dedicated vehicles and for vehicles on piece meal basis and for buses are equal, L-1 will be decided by considering the highest number of valid contracts. In case, L-1, cannot be decided at this stage as per the above criterion, the total contractual amount of all the valid contracts of the tenderer in the last three years ending last day of the previous financial year shall be considered and the bidder having the highest total contract amount, will be considered as the L-1 for the purpose of award of work.
7. **Earnest Money Deposit**
- 7.1 The tender has to be accompanied with an **Earnest Money Deposit of `10,000/-** (**Ten thousand only**) in the form of a Demand Draft/Pay Order drawn in favour of "**The Director, CSIR-NPL**" and payable at New Delhi. Each tender must be accompanied with an Earnest Money (EMD) in the form of a demand draft of `10,000/- (**Ten Thousand Only**) drawn on any Scheduled Bank in favour of "The Director, CSIR-NPL" payable at New Delhi. EMD will not be accepted in any other form. At the back of the demand draft, the name of the Tenderer should be clearly written with the caption "Contract for hiring DLY Taxies (yellow plated) on piecemeal basis as well as Dedicated Vehicles on full time basis for day to day official use in CSIR-NPL". Tenders submitted without EMD shall not be evaluated or considered.
- 7.2 **The earnest money will be forfeited** if the Tenderer withdraws his Tender during the period of Tender validity and if the successful Tenderer fails to:
- Sign the contract or to furnish the performance security in accordance with General terms and conditions of contract.
  - Comply with all the terms and conditions of the agreement.
  - Comply with the rules and regulations set forth by Govt. and applicable to this Job Contract.

- 7.3 Return/refund of EMD to the unsuccessful/non-responsive Tenderers will be made normally within 60 days after the successful award of tender. No interest shall be payable on it under any circumstances.
8. **Validity of Tender** - The Tenders submitted shall remain valid for a period of six months from the date of opening of the technical bids. Validity after this period will be as per the mutual consent of the tenderer and CSIR-CSIR-NPL.
9. **Acceptance of Tender:**
- 9.1 Director, CSIR-NPL is not bound to accept the lowest tender. He reserves the right to award the work to more than one Contractor depending upon urgency and requirement.
- 9.2 Director, CSIR-NPL further reserves the rights to accept one or more Tenders in part or in full or reject any or all Tenders in part or full without assigning any reasons thereof.
- 9.3 Director, CSIR-NPL also reserves the right to disqualify such Tenderers who have unsatisfactory record of meeting the contractual obligations against earlier contracts entered into with CSIR, or with any central or state government agencies.
10. **Award of Tender**
- 10.1 The Director, CSIR-NPL will award the contract to the successful evaluated contractor whose tender is found to be responsive enough and who is eligible and qualified to perform the contract satisfactorily as per terms and conditions incorporated in the bidding document.
- 10.2 CSIR-CSIR-NPL will communicate to the successful bidder by **“Registered Post/Speed Post”**. This letter (hereafter and in the condition of contract called the “Award Letter”) shall prescribe the amount or rates which are payable to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
11. **Performance Security**
- 11.1 The successful Tenderer shall be required to furnish a performance security of `50,000/- ( Fifty thousand only) within fifteen days after receipt of Award Letter in the form of a Bank Guarantee/FDR from any Scheduled Bank in favour of “The Director, CSIR-NPL” and valid for a period of 27 months from the date of start of work. The Contractor shall have the option to adjust the EMD of Rs. 10,000/- towards the performance security and pay difference (Rs. 40,000/-) only.
- 11.2 The performance security in the form of a Bank Guarantee/FDR shall be discharged/ returned after expiry and successful completion of the contract. In case of non-execution of the contract, in part or in full, the performance guarantee shall be forfeited, after giving due notice to the Contractor in respect of the defective/improper performance/execution or breach of any of the terms of the contract etc.
- 11.3 Any sum of money due or payable to the Contractor, including the performance security refundable to him under the contract, may be apportioned by CSIR-NPL against any amount of loss caused/penalty imposed on the Contractor, which the Contractor may owe to CSIR-NPL under this contract or any other contract or transaction.

12. **E-Payment** - The Contractor will be required to furnish all relevant details of his Bank Account to facilitate e-payment [i.e. ECS – Electronic Clearance System / National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS) / Net Banking] by crediting the payment directly to the account of Contractor.
13. **Signing of contract** - The successful Tenderer shall present himself for signing the contract (Annexure A) within two weeks after receipt of Award Letter from CSIR-NPL. Commencement of the Job Contract shall be made by the Contractor in accordance with the time schedule specified in the Award letter issued by CSIR-NPL.
14. The workers engaged by the Contractor will be on their payroll and therefore will not be entitled to any benefit as applicable to the employees of CSIR-NPL.
15. The Contractor shall not lease or sub-contract the whole or any part of the contract to anybody. Such act will lead to cancellation of Contract along with forfeiture of EMD and/or Performance Security.
16. The contractor or his workers shall not misuse the CSIR-NPL premises for any purpose other than for which job contract is awarded.
17. Deductions of Income Tax and any other Govt. Taxes, as applicable from time to time, shall be deducted at source from monthly bills of the contractor.
18. For any point not covered in this tender document or under the agreement, the decision of the Director, CSIR-NPL shall be final and binding on the Contractor.
19. In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration by the Director General, Council of Scientific & Industrial Research, or an Arbitrator appointed by him specifically for resolution of dispute I difference under this contract. The arbitration shall be conducted under the Indian Arbitration and Conciliation Act 1996 and any amendments thereof.
20. There will be dead mileage upto 10 KMs (both sides inclusive). The kilometers for the purpose of "**vehicle run**" and "**hours of duty**" shall be reckoned from CSIR-NPL or from the starting point to last point of duty, as the case may be. No mileage will be allowed to drivers for lunch/breakfast or for drawal of petrol/diesel/CNG etc.
21. The vehicles should be in a very good and perfect condition and should also be kept in a well maintained condition during the period of contract.
22. The firms should have at least 5 years experience in the tour and travel business in providing taxies to Government Sector / PSU's / Autonomous Bodies and should have an annual turnover of `50 lakhs and above continuously during the last three years
23. The firm should have at least 10 DLY taxies (yellow platted) registered in its name out of which 5 should not be older than 1/1/2011, i.e. 3 years old. (Copies of Registration Certificates (RCs) of the vehicles should be attached)



24. The DLY taxies (yellow platted) to be provided to CSIR-NPL should be in excellent condition, both mechanically and getup wise, i.e. outer body/upholstery etc. should be decent looking and should have permit for NCR region. The vehicles should not be older than 1/1/2011, i.e. 3 years old, in any case.
25. The owner/firm should be in a position to supply DLY taxies on short notice as and when required.
26. The driver of the taxi should be fully conversant with the routes of Delhi/NCR region and should possess valid driving licence in his name.
27. The owner/firm should be in a position to provide standby taxi in case of any breakdown.
28. All expenses shall be borne by the firm in case of breakdown of the vehicle supplied. Immediate replacement of the breakdown vehicle will have to be made by the firm.
29. In case a vehicle is requisitioned and the same does not reach at the appointed time and place, CSIR-NPL will be free to call another vehicle from the open market and the expenses on this account will be deducted from the pending bills/security etc. of the firm/owner, besides, a penalty of ` 1000/- in each case would be imposed for every such lapse.
30. The owner/firm should be available round the clock on his own direct telephone (office as well as residence) so as to respond to the call for taxies in emergent situations. The Mobile number shall have to be provided. The firm should be able to provide vehicles on holidays /Sundays also.
31. All the charges towards repair / servicing, salary of the driver, petrol expenses, any other incidental expenses on operations & maintenance of the hired taxies would be borne by the firm.
32. The taxies should be insured in all respects by the firm. Incase of any accident or theft etc, all the claims arising out of it will be borne by the agency and CSIR-NPL shall not be liable in any manner whatsoever.
33. The taxi(s) with the driver would be placed at the disposal of CSIR-NPL as and when required. CSIR-NPL would be free to use the hired taxi(s) in any manner for carrying official journey & transportation of material etc. as per its requirements and the firm will not have any objection to it.
34. The taxi(s) would be used by CSIR-NPL for a minimum of 5/10 hrs. on the day of hiring. The hired taxi(s) could be used on any day beyond 5/10 hrs, if required.
35. The firm will keep the taxies in neat and clean running conditions
36. Jurisdiction for any legal dispute during the currency of the contract or thereafter shall be Delhi/New Delhi courts only
37. Tenderers may quote their unconditional rates strictly in the attached proforme. Cutting/overwriting, if any, should be countersigned

38. No advance payment would be made to the firm in any case
39. The firm will obtain the duty slips, duly signed by the officer-in charge, Transport, and will maintain log book on daily basis
40. The bills for hiring the taxies will be submitted by the firm after completion of each calendar month. Bills for supply of DLY taxies along with signed duty slips and log sheets by the users shall be preferred in the first week of the following month to In-charge, Transport, CSIR-NPL.
41. The firm will ensure that the vehicles and the drivers are not normally changed. Frequent change of vehicles and drivers will not be permitted.
42. The client's list of Govt. Ministries/Departments/PSU's/Autonomous Bodies etc. who have hired DLY taxies must be enclosed with the tender document.
43. The drivers must wear neat dress, should be proficient in speaking local languages, should be well mannered, should be courteous with proven integrity, should be healthy personal habits and should always carry a mobile phone with him. CSIR-NPL may impose penalty, as deemed fit, in the event of any reported misbehavior by any driver.
44. CSIR-NPL will not be responsible for any challan, loss, damage or accident to the vehicle or to any other vehicle or injury.
45. 24 hours/round the clock telephone facility must be available with the transporter/agency.
46. In case of delay in reporting, a penalty of `50/- per 15 minutes delay shall be imposed.
47. The daily record (indicating time and mileage & sign of user) for each dedicated vehicle separately shall be maintained in the Log Book for each vehicle.
48. A penalty of `1000/- per day per vehicle will be imposed if any vehicle fails to meet the above terms and conditions on any day. Vehicles supplied by the firm will be regularly inspected by the officer(s) nominated for the purpose and in case of any non-compliance of any of the above conditions, brought to the notice of the Inspecting Officers by the users, a penalty @ `1000/- per fault/deficiency will be imposed.

**Signature of the contractor**  
**With date and seal**

**AGREEMENT**

This AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act, 1860 and having its office at Anusandhan Bhawan, 2, Rafi Marg, New Delhi (hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

And

---

(hereinafter referred to as Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its and assigns of the OTHER PART.

WHEREAS the CSIR is desirous for giving a contract for Hiring of DLY Taxies (yellow plated) on 'piece meal basis' as well as 'dedicated vehicles' on full time basis for day to day official use in National Physical Laboratory, a constituent of CSIR, situated at Dr. K.S. Krishnan Marg, New Delhi – 110012 (hereinafter referred to as "CSIR-NPL") and whereas the Contractor has offered to provide the Contract for hiring DLY Taxies (yellow plated) on piecemeal basis as well as Dedicated Vehicles on full time basis for day to day official use in CSIR-NPL on the terms and conditions hereinafter stated.

AND WHEREAS Contractor has represented that he has been awarded the contract for providing DLY Taxi service on piece meal basis as well as dedicated vehicles and that he is eligible to get this Contract and there is no legal or any other bar for him in this respect. Any obligation and/or formalities which are required to be fulfilled under various Act/Acts as applicable to his agency or to the nature of service provided by the Agency or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc., and the Contractor shall report the compliance thereof to the CSIR-NPL. The Contractor shall be solely liable for any violation of the provisions of the Act or any other Act as applicable to him or to his agency for the service provided.

AND WHEREAS CSIR-NPL has agreed to award the contract of DLY Taxi (yellow plated) on piece meal basis as well as dedicated vehicles to the Contractor.

AND WHEREAS the Contractor has furnished to the CSIR-NPL a security deposit of `50,000/- ( Fifty Thousand Only) by way of Demand Draft in favour of Director, CSIR-NPL, issued by \_\_\_\_\_.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed it as under:-

**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/CSIR-NPL shall accrue/arise implicitly or explicitly.
2. That in case of the drivers so deployed by the Contractor do not come up to the mark or do not perform their duties properly or indulges in any lawful riots or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the Lab in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Director, CSIR-NPL or authorized Officer(s) of CSIR-NPL, in case of any of the aforesaid acts on the part of the said person.
4. The requirement of Taxis will be purely on need basis and may increase or decrease as per day to day requirement. The Director, CSIR-NPL will be under no obligation to hire any specific number of taxies during the period of contract.
5. The CSIR-NPL/CSIR shall not be responsible for any challans, loss, damage, any accident of the vehicle or to any other vehicles or for the injury, death to the driver or to any other third party. The loss or damage or legal expenses on this account shall be borne by the Contractor.
6. There is no guarantee for hiring of any specific number of vehicles. The Contractor shall have to provide as many vehicles as may be required by the CSIR-NPL.
7. There will be dead mileage upto 10 KMs (both sides inclusive). The kilometer for the purpose of "**vehicle run**" and "**hours of duty**" shall be reckoned from CSIR-NPL or from the starting point to last point of duty, as the case may be. No mileage will be allowed to drivers for lunch/breakfast or for drawal of petrol/diesel/CNG etc.
8. The Contractor shall provide the telephone number for 24 hours' contact.
9. The Authorized Officer(s) of Director, CSIR-NPL may conduct surprise checks of odometer of the cars supplied from any authorized workshop and cost thereof will be born by the Contractor.
10. The Contractor should abide by rules laid down by any statutory authority relevant to the deployment of vehicles.
11. The Contractor shall indemnify CSIR-NPL/CSIR against any liability due to noncompliance of statutory obligations by the Contractor or any drivers for any reason whatsoever.
12. Visit to any place outside Delhi in NCR region shall be treated as local provided it does not involve night halt.

13. The driver should be well conversant with roads and routes of Delhi and its neighboring cities. The operation and functions of the Driver shall be governed as per Motor Vehicles Act and Rules.
14. 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.
15. While CSIR-NPL has a regular requirement for hiring of vehicles, it shall have the right not to utilize the services at all or at any time or any period without giving any notice.
16. The rates quoted will remain firm during the currency of the contract. No request for enhancement of rates will be entertained on any account, i.e. increase in fuel charges etc., during the currency of the contract.
17. The region considered for local duty is Delhi, Noida, Gurgaon, Faridabad and NCR region and hence overnight charges will not apply to cover aforesaid areas.
18. Toll tax, Entry tax, Permit fee for crossing border, Parking charges will be borne by the CSIR-NPL for which original receipts should be submitted.
19. The extra hours charges are only applicable for local duty. Overnight charges apply only for outstation duty and that too for outside Delhi NCR region.
20. The vehicles deputed should carry all relevant papers duly updated.
21. All incidental expenditure towards repair will be borne by the Contractor.
22. No advance payment will be made for proceeding on tour.
23. At any given time, the vehicle should be kept neat and clean, both inside and outside, in serviceable and presentable condition. Cleanliness/presentability of vehicles must be properly maintained. In no case, the driver should be allowed to smoke while driving the vehicles or to keep any bedding, blankets etc. inside the car, which may create a 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 pocket of his shirt.
24. In case a vehicle is requisitioned and the same does not reach at the appointed time and place, CSIR-NPL will be free to call another vehicle from the open market and the expenses on this account will be deducted from the pending bills/security etc. of the firm/owner, besides, a penalty of ₹ 1000/- in each case would be imposed for every such lapse
25. In case of delay in reporting, a penalty of ₹ 50/- per 15 minutes delay shall be imposed.

26. A penalty of `1000/- per day per vehicle will be imposed if any vehicle fails to meet the above terms and conditions on any day. Vehicles supplied by the firm will be regularly inspected by the officer(s) nominated for the purpose and in case of any non-compliance of any of the above conditions, brought to the notice of the Inspecting Officers by the users, a penalty @ `1000/- per fault/deficiency will be imposed.

**B. CONTRACTOR'S OBLIGATIONS:**

1. That the Contractor shall provide DLY Taxis (yellow plated) of different make as per award letter on the specific requisitions from Director, CSIR-NPL or his authorized representative for transporting CSIR-NPL Officials/Guests/other persons to the destination as specified in the requisition slips.
2. That the Contractor shall submit details of the names, parentage, residential address, age etc. of the Driver deployed by him in the premises of the Lab. 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-NPL/CSIR 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-NPL/CSIR 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 provisions. Contractor's failure to fulfill any of the obligations hereunder or Acts, rules/regulations and/or any bye-laws or rules framed under, the CSIR-NPL/CSIR 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. That the pre-receipted bill shall be submitted by the Contractor in duplicate, duly supported by the duty slip on monthly basis. Payment will be made through RTGS. 100% payment against monthly bills supported by requisite documents.
5. That the vehicle should be in good shape and should have clean seat covers and should be in perfect running condition.
6. That the vehicle should be properly insured and should carry necessary permits of the Transport Authority or any other concerned Statutory Authority including pollution certificates.
7. That the driver deputed on duty should not be involved in more than two punches or challans for negligence driving.
8. That the Contractor 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 Contractor.
9. That the Contractor shall press into service only good quality vehicle with nice interior, noiseless drive and in perfect running condition.

10. That the Contractor shall ensure that odometers of cars provided are properly sealed so that no tampering is done with a view to inflate travelled distance.
11. That all cars should carry first-aid-box, spare-wheel, toolbox etc.
12. That in the event of any breakdown of vehicle on duty, the Contractor shall make arrangement for providing another vehicle. In such a case, mileage from garage to the point of breakdown will not be paid. If no replacement is provided in time, alternative arrangement will be made and the cost thereof will be charged from the firm out of their payment.
13. That the driver should carry enough cash to pay toll tax, parking charges, fuel and other incidental expenditure.
14. That the vehicle shall be made available on all days including Saturdays, Sundays & on holidays, in case required.
15. That the Contractor shall not engage any sub-agency or transfer the contract to any other person/firm/agency in any manner. The Contractor shall not be permitted to transfer his rights and obligations under the contract to any other person/firm/agency or otherwise.
16. That the Contractor shall provide names & addresses of the drivers and police verification report along with their driving license number.
17. That the Contractor shall provide statutory benefits to the drivers.
18. **LPG Cylinders should not be used for running the vehicles in any case.**
19. That the vehicle should be in very good condition with shining body and clean interior with good upholstery.
20. TDS Deduction: Taxes as applicable will be deducted at source at the rates as decided by the Govt. from time to time.
21. No private registered vehicles should be used.
22. That it will be the responsibility of the Contractor to ensure that traffic rules or any other laws are properly respected by drivers while driving.
23. That the vehicle should always take/avail the shortest route open for traffic between the reporting place and destination.
24. That the total hire charges inclusive of all taxes, for the services to be provided by the Contractor shall be at the rate offered and accepted.
25. That the Contractor shall take out and keep alive valid insurance cover as per provision of the Motor Vehicles Act, 1939. The Contractor shall also take and keep alive for all the vehicles riot risk insurance.
26. That all the vehicles provided to CSIR-NPL shall be of latest make.

27. That each vehicle should have a spare wheel in good condition and other tools required to attend minor breakdown en-route.
28. That the Contractor shall ensure that punctual and efficient service is provided at all times without over-speeding the vehicles en-route. In case the vehicle does not turn up at the specified place within fifteen minutes of the scheduled time or in case of failure en-route and alternative arrangement not being made by the Contractor within a reasonable time, the car riders travelling in the car shall be at liberty to hire other taxi or any other transport from that point to the scheduled destination at the cost of the Contractor.
29. That the Contractor shall abide by all the directions and instructions issued to him from time to time by Director, CSIR-NPL or his authorized representative for efficient functioning of the service.
30. That all drivers deputed on duty should maintain mobile phones at their own cost.

**C. CSIR-NPL's OBLIGATIONS:**

1. That the hire bill shall be submitted by the Contractor at the end of every month will arrange to make payment by 15<sup>th</sup> day of the following month.
2. That 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 or the Officer authorized by Director, CSIR-NPL to sign such bills. It will be 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 respects in terms of starting kilometer, ending kilometer, distance covered, time from CSIR-NPL, time of closure of duty at CSIR-NPL/place visited. The rates quoted should be excluding the service tax. No service tax will be paid if the operator fails to provide proof of valid service tax registration.
3. That the CSIR-NPL shall reimburse the amount of service tax, if any, paid by the Contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor.

**D. INDEMNIFICATION:**

1. That the Contractor shall keep the CSIR-NPL/CSIR indemnified against all claims whatsoever in respect of the Driver/employees deployed by the Contractor. In case any Driver(s)/ employee 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-NPL/CSIR is made party and is supposed to contest the case, the CSIR-NPL/CSIR will be reimbursed the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to CSIR-NPL/CSIR on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR/CSIR-NPL in this respect of any nature whatsoever and shall keep CSIR-NPL/CSIR indemnified in this respect.



2. That the Contractor shall further keep the CSIR-NPL/CSIR indemnified against any loss to the CSIR-NPL/CSIR property and assets. The CSIR-NPL/CSIR 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.
2. That the vehicles provided should fulfill the norms prescribed by the Government of NCT of Delhi, Department of Transport for hired vehicles.
3. That CSIR-NPL/CSIR will neither responsible nor liable to pay any compensation for injury/death caused to the operating staff of Transporter in the event of any accident.
4. That in case of any injury or loss of life of Staff/Guests/Visitor/Members of any Committee of CSIR-NPL or CSIR, while travelling in transporter's vehicles, the Transporter or Contractor shall make arrangements to pay suitable compensation in accordance with law in force to each and every affected staff or their legal heirs depending upon the merits of each case. Insurance claim settlement shall be time bound and the sole responsibility of the Contractor. In case of any third party claim against CSIR-NPL/CSIR of any act of the employees of the Contractor, the Contractor shall act as guarantor and indemnify CSIR-NPL/CSIR to the extent of all claims and expenses.
5. That the Contractor shall be liable for any damages or legal consequences arising from any delay caused by him in transporting the staff. The Contractor shall keep CSIR-NPL/CSIR indemnified against any or all damages arising out of such delays.
6. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or their services is not to the entire satisfaction of officer authorized by the Director, CSIR-NPL, a penalty leading to a deduction upto a maximum 10% of the total amount of bill for a particular month will be imposed.

**F. COMMENCEMENT AND TERMINATION:**

1. 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 by Director, CSIR-NPL.
2. That this agreement shall come into force w.e.f. \_\_\_\_\_ and shall remain in force for a period of two years i.e. upto \_\_\_\_\_. This agreement may be extended on such terms and conditions as are mutually agreed upon.

3. That this agreement may be terminated on any of the following contingencies:-
  - (a) on the expiry of the contract period as state above;
  - (b) by giving one month's notice by CSIR/CSIR-NPL 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 CSIR/CSIR-NPL.
  - (c) on 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/obligations till the expiry of the notice period.

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

**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 sole arbitration to DG, 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 and 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 & on behalf of the Contractor

\_\_\_\_\_

For and on behalf of  
Council of Scientific Industrial Research  
Anusandhan Bhawan, Rafi Marg,  
New Delhi – 110 001

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

### Technical Information

#### TECHNICAL BID (Part-I: Un-priced) (Instructions related to Technical Bid)

- i. Name and correspondence address of the firm along with phone/mobile numbers;
- ii. The firm should be well established with at least 5 years experience and annual turnover of `50 lakhs and above in the last 3 years in the business of tours and travel/taxi operation for empanelment of firms for hiring DLY Taxies (yellow plated) on piece meal basis as well as dedicated vehicles on full time basis for day to day official purpose in Govt. Sector/PSU's/Autonomous Bodies.
- iii. The firm preferably should be registered – if registered, proof thereof;
- iv. The firm should have minimum ten (10) vehicles out of which 5 should not be older than 1/1/2011, i.e. 3 years old in its name/owner.
  - (a) Registration No. :
  - (b) Make :
  - (c) Year of Registration :
- v. The vehicles should have valid Pollution Control Certificate (proof to be attached)
- vi. The following details/information in a separate sheet (Annexure A) may be provided:
  - (a) Name of the firm
  - (b) Business address of the firm
  - (c) Telephone Number
  - (d) Mobile Number
  - (e) Annual turnover of the firm (Proof of the same must be attached in the form of balance sheet (last 3 years)/certificate of the Chartered Accountant)
  - (f) Details of agreements entered/award letters awarded by the Govt. Ministries/ Departments/PSUs/Autonomous Bodies during last 3 years (attach copies)
  - (g) Proof of Income Tax Returns filed during the last 3 years (attach copies)
  - (h) PAN Number (attach copy)
  - (i) Copy of Registration/Licence of the firm
  - (j) Details of the Earnest Money Deposit of ` 10,000/-, i.e. Demand Draft / Pay order  
(No. \_\_\_\_\_ Date \_\_\_\_\_ drawn on \_\_\_\_\_  
\_\_\_\_\_ (Bank Name)  
and valid upto \_\_\_\_\_.

- vii. Each sheet of the "Technical Bid" should be signed by the tenderer.
- viii. List of Important Organizations with address and Telephone number to whom Taxi services have been provided during the last three years with period of contract to be enclosed (summary may be enclosed on separate sheets for each contract and period and amount of contract, remarks/ observation / appreciation of the organization considered important by tenderer.)
- ix. (a) Draft No\_\_\_\_\_ for ₹ 10,000/- in favour of The Director, CSIR-NPL (in separate cover)  
(b) Draft No\_\_\_\_\_ for ₹ 500/- in favour of The Director, CSIR-NPL if the Tenderer is down loaded from the website (in separate cover).
- x. Any other information the tenderer wish to mention.

Dated:

(Dated Signature of Tenderer  
With stamp of the firm)

## Annexure C



**NATIONAL PHYSICAL LABORATORY**  
**(Council of Scientific & Industrial Research)**  
**DR. K.S. KRISHNAN MARG,**  
**NEW DELHI – 110 012**



**Name of Work: Contract for hiring DLY/Taxies (yellow plated) on piece meal basis as well as Dedicated Vehicles on full time basis for day to day official use in CSIR-NPL.**

Name of the firm	
Business address of the firm	
Telephone Number	
Mobile Number	
Annual turnover of the firm (Proof of the same must be attached in the form of balance sheet (last 3 years)/certificate of the Chartered Accountant)	
Details of agreements entered/award letters awarded by the Govt. Ministries / Departments / PSUs / Autonomous Bodies during last 3 years (attach copies)	
Income Tax Returns filed during the last 3 years (attach copies)	
PAN Number (attach copy)	
Copy of Registration/Licence of the firm	
Details of the Earnest Money Deposit of `10,000/-, i.e. Demand Draft / Pay order number, date, drawee bank and validity	
Details of ECS	Bank Name: Branch Name: Account Number: MICR Code: IFSC Code:

Signatures & Stamp of the firm

**FINANCIAL BID PART-II (PRICED)**  
**(Instruction related to Financial Bid)**

Financial/Priced Bid should be in separate sealed cover in the format given in Annexure-II.

1. The rates quoted in the “Financial Bid” should be both in words and figures.
2. Rates should be quoted under all columns. Incomplete quotation will be out rightly rejected.
3. The tender should be clearly filled and signed in ink legibly or type written giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Quotations with any cutting or overwriting and use of correcting fluid in figures will not be considered. Alteration if any, unless legibly attested by the tenderer with his full signature shall invalidate the tender. The tenderer should duly sign the entire tender documents personally.
4. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
5. Failure to fulfill any of the conditions given above shall render the tender liable for rejection.
6. Failure to provide price bid in a separate sealed cover will result in invalidation of the offer.

Signature of Tenderer

## [FORMAT OF FINANCIAL BID FOR PROVIDING TAXIES FOR DAY TO DAY USE]



CSIR-NATIONAL PHYSICAL LABORTORY  
DR. K.S. KRISHNAN MARG,  
NEW DELHI – 110 012



Name of Work: Contract for hiring DLY Taxies (yellow plated) as Dedicated Vehicles and Vehicles for day to day official use in CSIR-NPL.

**(Rates should be quoted in both words and figures)**

Name & Address of the firm: \_\_\_\_\_

S. No	Type of Duty	DLY Taxi (Indica/Wagon R)		DLY Taxi (Indigo CS/Swift Dzire and equivalent)		DLY Taxi (Innova)		Deluxe Bus 35 Seater	Deluxe Bus 52 Seater
		Non AC	AC	Non AC	AC	Non AC	AC	AC	Non AC
1	Half day duty (up to 50 Km/5Hrs)								
2	Extra km beyond 50 Km								
3	Extra Hour beyond 5 Hrs								
4	Full day duty (up to 100Km/10hrs)								
5	Extra km beyond 100 Km								
6	Extra Hour beyond 10 Hrs								
7	Night Charges								
8	Outstation Charges								
9	Parking/Toll Tax/State Tax/Service Tax extra will be reimbursable as per actual on production of original receipts.								

Signatures & Stamp of the firm



**[FORMAT OF FINANCIAL BID FOR PROVIDING DEDICATED VEHICLE]**

**CSIR-NATIONAL PHYSICAL LABORATORY  
DR. K.S. KRISHNAN MARG,  
NEW DELHI – 110 012**



Name & Address of the firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Rates should be quoted in both words and figures)**

Sl. No.	Type of Duty	DLY Taxi (Indigo/Swift Dzire and equivalent)	DLY Taxi (Indigo/Swift Dzire and equivalent)
		NON - AC	AC
1	Charges Per Month (2500KM/300 Hrs.)		
4	Charges for extra Km		
5	Charges for extra time		
6	Parking/Toll Tax/State Tax/Service Tax extra will be reimbursable as per actual on production of original receipts.		

The dedicated vehicle will be required on six days in a week. If required, the dedicated vehicle will also be called on Sundays/Holidays. The dedicated vehicle will report daily at 8:45 AM to In-charge, Transport, CSIR-NPL and release after completion of duty.

Signatures & Stamp of the firm