

TENDER DOCUMENT

Hiring of Vehicles on Need & Call basis for
CSIR-NAL, Bengaluru

Tender Ref. No.:
CSIR-NAL/VEHICLES/22-23/S.VI

INDEX

NAME OF WORK: Hiring of Vehicles on Need & Call basis for CSIR-NAL, Bengaluru.

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TENDER SCHEDULE

01.	Name of Work	Hiring of Vehicles on Need & Call basis for CSIR-NAL, Bengaluru	
02.	Tender Reference No.	CSIR-NAL/VEHICLES/22-23/S.VI	
03.	Tender Fee (Non-refundable)	0 (zero)	
04.	Earnest money deposit (EMD)	Bid Securing Declaration form to be submitted	
05.	Tender Publishing Date	24.03.2022	1800 Hrs.
06.	Bid Document Download /Sale Start Date & Time	24.03.2022	1800 Hrs.
07.	Bid Document Sale End Date & Time	18.04.2022	1000 Hrs.
08.	Clarification through e-portal – Start Date & Time	24.03.2022	1800 Hrs.
09.	Clarification through e-portal – End Date & Time	08.04.2022	1000 Hrs.
10.	Bid Submission Start Date & Time	24.03.2022	1800 Hrs.
11.	Bid Submission End Date & Time	18.04.2022	1000 Hrs.
12.	Date & Time of opening of Pre-Qualification/Technical Bid (Envelope –I)	19.04.2022	1000 Hrs.
13.	Date & Time of opening of Financial Bid (Envelope – II)	Will be updated later on.	

Note:-

- a. CSIR-NAL may at its discretion extend / change the schedule of any activity by intimating the bidders through a notification on the e-tendering portal <https://etenders.gov.in>.
- b. Corrigendum if any, will be uploaded only on e-tendering portal. It is the responsibility of bidders to check at the website or their registered Email ID / Mobile No.
- c. Clarification after the due date stipulated above will not be entertained and no request for extension of date on any grounds will be granted / entertained.

CSIR-NAL reserves the right to accept or reject any or all applications without assigning any reasons thereof. CSIR-NAL also reserves the right to call off tender process at any stage without assigning any reason.

SECTION: I

NOTICE INVITING TENDER

NIT No: CSIR-NAL/VEHICLES/22-23/S.VI

1. Tenders are invited from the reputed Travel Agencies, Car Rentals and other Transport Firms through the NIC CPP e-tendering portal by the **Director, CSIR-NAL** for **"Hiring of Vehicles on Need & Call basis at CSIR-NAL, Bengaluru"** for a period of 24 (Twenty-Four) months.
 - 1.1 Vehicle of different categories as detailed in Financial Bid registered for Commercial Use.
 - 1.1.1 The tendering process is online at CPP e-portal URL address <https://etenders.gov.in>. Aspiring bidders may go through the tender document by "Guest User" login.
 - 1.1.2 Prospective bidders are advised to get themselves register at CPP Portal, obtain "Login ID" & "password" and go through the instructions available in the Home Page after log in to the CPP-portal <https://etenders.gov.in>. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application.
 - 1.2 The following 2 Envelopes shall be submitted by the bidders: -

ENVELOPE-I: Pre-Qualification and Technical Bid (Online)

The Tenderer shall submit their application only at CPP Portal <https://etenders.gov.in>. Bidders are advised to follow the instructions provided in the tender document for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Public procurement policy for Micro, Small and Medium enterprises registered under NSIC shall be followed as per the directives of Government of India prevailing on the date of acceptance.

MSEs which are specified by the Ministry of Micro, Small and Medium Enterprises under MSMED Act 2006 and Public Procurement Policy, 2012 as Manufacturing and Service Enterprises should have registered with NSIC.

The bidders registered under NSIC / MSME are eligible to get the benefits under the Public Procurement Policy for Micro, Small & Medium Enterprises extended by the Govt. of India.

The bidders should upload the following scanned documents **ONLINE** in support of their meeting each criterion mentioned below in "Envelope-I": -

SL. NO.	QUALIFYING REQUIREMENT	DOCUMENT(S) TO BE UPLOADED IN CPP PORTAL
(i)	EMD	Scanned copy of Bid securing Declaration Form
(ii)	Should have GST Registration.	Scanned copy of GST Registration Certificate
(iii)	Should have Permanent Account Number (PAN)	Scanned copy of PAN Card
(iv)	Should have an Office in Bengaluru	Scanned copy of Proof of Address of Bengaluru Office (Like GST Reg., Trade License, Rent agreement of office etc.)
(v)	Registration No/ Licence No. of the agency	Scanned copy of the Registration No/License No of the agency
(vi)	Income Tax return of last 3 years	Scanned copy of Income Tax return of last 3 years
(vii)	Present clientele list and performance certificate	Scanned copy of Present clientele list and performance certificate
(viii)	MSME/NSIC registration certificate (if any)	Scanned copy of MSME/NSIC registration certificate
(ix)	Should have experience in providing Vehicles hiring services at least for 3 years ending on 31-12-2021 to Government establishments/Public Sector Undertakings/R&D institutions/established private sector/other similar organization	Scanned copy of Work Order/ Completion Certificate
(x)	Financial capability: Turnover of more than 2 crores per annum.	Scanned copy of Balance Sheets along with Profit & Loss Account Statement for the Financial Year - 2018-19, 2019-20 & 2020-21
(xi)	Undertaking-cum- Declaration	Scanned copy duly signed with company's seal, as per Annexure-A.
(xii)	Scope of work	To be signed, scanned and uploaded
(xiii)	Bidders should have 10 AC/Non AC yellow board vehicles in their name	Scanned copy of Registration Certificate of the vehicles
Note: - Vehicles should be registered in the name of the Bidder / Firm / Proprietor / Owner / Partner OR under Notarized Power of Attorney (POA) for Commercial Use. In case of Partnership Firms relevant Memorandum of Association / Article of Association / Partnership Deed is also to be uploaded.		

Note: -

All the above documents may be scanned as a single document and uploaded.

The uploaded documents must be clear.

In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.

ENVELOPE-II: Financial Bid (Online)

All rates shall be quoted in the format provided and no other format is acceptable. The Financial Bid has been given as a standard **BOQ format** with the tender document.

Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed.

Once the details have been completed, the bidder should save it and submit it online.

The quantity shown as 1 in every row of BoQ, however, billing to be done on actual usage basis.

Tax rate will be governed as per Government orders.

1.3 BIDS OPENING PROCESS

The bid opening process is described below: -

1.3.1 Envelope-I Pre-Qualification & Technical Bid:

Envelope-I containing document as per Para 1.2 (uploaded by the bidders) shall be opened on date & time mentioned in Tender schedule.

If any clarification is needed from the bidder about the deficiency in the uploaded documents in Envelope-I, it will be asked to provide it through CPP Portal or email if required. The bidder shall upload the requisite clarification /documents within date and time specified by CSIR-NAL, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly.

The intimation regarding acceptance/rejection of their bids will be through CPP Portal.

1.3.2 Envelope-II – Financial Bid:

Envelope-II of only those bidders shall be opened, who are found meeting all the requirements of Envelope-I. The date and time of opening of Financial bid (Envelope II) will be update on CPPP at a later date.

Sr Controller of Administration

SECTION: II

INSTRUCTIONS TO BIDDERS

2. Tender document:

- 2.1 The tender document consists of 4 sections. The bidder shall go through all these sections:

Section-I : Notice Inviting Tender

Section-II : Instructions to bidders

Section-III: General Conditions of Contract

Section-IV : Scope of work

Bidders shall comply with each clause of all the above 4 sections.

- 2.1.1 Bidders willing to participate may download the digitally signed tender document on-line from CPP e-Procurement portal at <https://etenders.gov.in> and submit digitally counter-signed tender document on-line at the same portal.
- 2.1.2 The instructions in the tender document are binding on the bidder and submission of the tender shall imply **unconditional acceptance** of all the terms and conditions by the bidder.
- 2.1.3 The Quotations received without 'Bid Securing declaration form' will be summarily rejected.**

2.2 Amendment to Tender document:

At any time, prior to scheduled date of submission of bids, CSIR-NAL, if it deems appropriate to revise any part of this tender or to issue additional data to clarify and interpretation of provisions of this tender, it may issue addendum / Corrigendum to this tender. Any such addendum / corrigendum shall be deemed to be incorporated by this reference to this tender and binding on the bidders. Addendum /corrigendum will be notified through CPP e- Procurement portal at <https://etenders.gov.in>.

2.3 Clarifications of Bid Documents:

Bidder, requiring any clarification of the tender documents may submit their queries, if any, only through provision of CPP e-Procurement Portal at <https://etenders.gov.in> and CSIR-NAL shall not respond to any queries sent through any other means.

- 2.3.1 Request for clarifications received from bidders shall be responded by CSIR-NAL till the schedule date and time indicated in the Tender Schedule or as extended thereto by CSIR-NAL.

- 2.3.2 Replies to Clarifications by CSIR-NAL will be uploaded through CPP e-Procurement Portal. The bidders are advised to visit the same at <https://etenders.gov.in> regularly.
- 2.3.3 Clarifications and other documents, if and when issued by CSIR-NAL, shall be in relation to the tender and hence shall be treated as their extension.
- 2.3.4 CSIR-NAL neither take guarantee about accuracy of any response, nor does undertake to answer all the queries that have been posted by the Bidders.
- 2.3.5 In order to provide reasonable time to bidders to take the amendments made by CSIR-NAL into account for preparing their bids, CSIR-NAL may, at its discretion, extend the deadline for the submission of bids suitably.
- 2.4 CSIR-NAL shall summarily reject a bid as non-responsive if found valid for a shorter period than specified in the Tender documents. Only in exceptional circumstances, CSIR-NAL may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing.

2.5 Post Tender Qualification for Technical Evaluation:

Apart from the eligibility conditions as specified in the tender, the following shall also be considered for the evaluation:

2.5.1 If any document submitted in Envelope-I is found to be false or fabricated, the bidder shall be debarred from participating in CSIR-NAL tendering process as per CSIR-NAL regulations.

- 2.5.2 Director, CSIR-NAL reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder.

2.6 Composition of Bids and General Guidelines for bid process:

2.6.1 Bidders shall submit their bids as per scheduled date & time through CPP e-Procurement portal at <https://etenders.gov.in> only.

- 2.6.2 Bidders shall submit the tender before the deadline as specified in the Tender Schedule of this tender document. E-tender CPP Portal shall not allow bidders to submit their tender after the scheduled date & time.

- 2.6.3 The Envelope-I will be opened online by CSIR-NAL at the time and date as given in the Tender schedule. Time and date for opening Envelope-II will be updated later. All the statements, documents, certificates etc., uploaded by the bidders shall be downloaded and verified for evaluation.

2.7 E-Tendering General Guidelines:

2.7.1 The bidder may correct, modify or withdraw his bid after submission but prior to scheduled last date & time of submission.

2.7.2 To assist in the examination, evaluation and comparison of bids CSIR-NAL may, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification /confirmation of compliance and the response shall be through query provision available in CPP e-tendering portal.

2.7.3 Bidders may submit their response to CSIR-NAL queries through provision of CPP Portal Only.

2.7.4 No post bid clarification / confirmation of compliance at the initiative of the bidder, shall be entertained.

2.8 **Preparation / Submission of Bids:** Bids shall be prepared and submitted in TWO parts: the first part shall comprise of the Pre-Qualification / Technical Bid (Envelope-I) and the second part shall comprise of Financial bid (Envelope-II) specifying the price offer be uploaded in CPPP.

2.9 Language and Currency:

The bidder shall quote the rates in English language and in international numerals. The rates shall be in whole numbers. The rates shall be written in both figures as well as in words. Over writing is not permitted. In case of disparity in figures & words, the rate in words will be considered. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be English. The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

2.10 It shall be clearly understood and noted that Financial Bid of the tender document is for pricing alone. No condition, whatsoever, shall be stipulated in this part.

2.11 Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive Bid and are liable to be rejected. If the bidder gives wrong information in his/her tender, CSIR-NAL reserves the right to reject such tender at any stage or to cancel the Contract, if awarded and forfeit the security deposit.

2.12 CSIR-NAL reserves the right to reject any or all tenders without assigning any reason. The Financial bids of the bidders who do not qualify in Technical bid evaluation shall not be opened. CSIR-NAL also reserves the right at its sole discretion not to award any order for which the tender is called. CSIR-NAL shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it.

2.13 CSIR-NAL shall evaluate the Bids to determine whether they are complete, the documents have been properly signed and the bids are in order.

- 2.14 No correspondences / representations shall be entertained from the bidders after opening of Financial Bid of the Tender during the tendering process.
- 2.15 Date of submission and opening of tender can be extended at the sole discretion of the Competent Authority.

2.16 BID EVALUATION

2.16.1 The evaluation criteria for identifying the Overall Lowest Bidder (L1) shall be primarily based on the maximum number of least quote against the items stated in **BoQ** for all the category of vehicles given in the Price Schedule (Financial Bid), exclusive of GST.

2.16.2 In case more than one bidder emerges as the L1, then maximum number of least quotes against the items stated in **BoQ** will be considered for identifying the Overall Lowest Bidder (L1), exclusive of GST.

2.17 Award of Contract:

The award of contract shall be intimated to the successful bidder by CSIR-NAL through Letter/ e-mail/CPPP.

SECTION: III

GENERAL CONDITIONS OF CONTRACT

3. The e-Tenders as per the prescribed form are invited in open tender two envelope system:

(i) Envelope-I : Pre-qualification & Technical Bid
(ii) Envelope-II : Financial Bid

- 3.1 Not more than one Tender shall be submitted by a bidder. Not more than one concern in which an individual is interested as Proprietor and / or partner shall tender for the execution of the same work. If they do so, all such Tenders shall be liable to be rejected.
- 3.2 No single firm shall be permitted to submit two separate tender applications.
- 3.3 The right to accept the tender in full or in part / parts will rest with CSIR-NAL. The bidder is bound to perform the contract at his quoted rates. However, CSIR-NAL does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received or cancel the tender without assigning any reason thereof. No claim whatsoever will be entertained on this account.
- 3.4 The Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done/service to be carried out and of conditions and local conditions and other factors bearing on the execution of the nature of specified job.
- 3.5 Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the bidders who resort to canvassing will be liable to rejected.
- 3.6 On acceptance of the Tender, the name of the representative(s) of the contractor who would be responsible for taking instructions from the Director, CSIR-NAL or his authorized representative, which shall be communicated to the CSIR-NAL.
- 3.7 Notification of Award of contract will be made through CPPP.
- 3.8 All rates shall be quoted in Financial Bid only. Conditional Financial Bid shall be rejected.
- 3.9 The bidder shall duly attest all corrections, cancellation and insertions.

3.10 The bidder has to declare that none of his/her/their near relatives is posted in CSIR-NAL as officer responsible for award and execution of this particular tender/work and that no employee of CSIR-NAL is a Director / Proprietor / Partner or holding any other post in his/her/their Firm/Company. The bidder has to further undertake to intimate the names of persons, if any who are working with him/her/them in any capacity or are subsequently employed by him/her/them and who are near relatives to any officer in CSIR-NAL(Annexure-A).

Note:- The term "near relative" means wife, husband and parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunty and cousin and their corresponding in laws.

SECTION: IV

4. SCOPE OF WORK

- 4.1 The contractor shall be able to provide various type of vehicles as detailed in the Price Schedule (Financial Bid) at any point of time, occasionally even at short notice, without fail.
 - 4.1.1 In case vehicles owned by the contractor are already booked for duties during the time vehicle requisition is made by CSIR-NAL, it is obligatory on the part of contractor to arrange it from alternative source on time.
 - 4.1.2 The vehicle shall be requisitioned as and when required by telephonic intimation, email, fax message or through others means of communication by the officer designated by the Director, CSIR-NAL.
 - 4.1.3 Kilometer and time for trips performed for payment, will be reckoned from garage to garage. The journey to the destination and back shall be undertaken through the shortest possible route and the contractor will have to submit the details of address of the garage/normal parking place before commencement of service contract.
 - 4.1.4 It shall be the duty of contractor/his driver to ensure that the trip Sheet is properly **filled in and signed by the user mentioning clearly the name and designation of the user**. Any tampering of Trip sheet details by the contractor / his driver shall result in non-payment for that vehicle for the day / hours.
 - 4.1.5 In case of failure of milometer, the actual distance traveled shall be assessed by CSIR-NAL (using google map) whose decision in this regard shall be final and binding. The period for which the milometer was found defective, shall be recorded in the remark column of TripSheet and duly authenticated by the User.
 - 4.1.6 The Kilometer will be calculated from the authenticated trip sheet i.e., Km reading at the time of reporting and relieving shall be authenticated.
 - 4.1.7 The hire charges for local as well as out station trips will be taken on Calendar Day basis as per slabs and for outstation duty per day will be for a minimum of 300 kms per day.
 - 4.1.8 The contractor shall book the vehicles upon receipt of requisition and confirm the same immediately. The vehicles so booked, shall be made available at the designated place, date and time.

4.2 VEHICLES TO BE PROVIDED

- 4.2.1 The vehicle should be fit in all respect for operation in accordance with Motor Vehicle Act, Rules and existing laws as applicable from time to time and must be equipped with valid documents, i.e., Registration Book, Insurance Certificate, PUC Certificate, Fitness Certificate, permit with taxes, fees paid up to date during the period of contract.
- 4.2.2 The contractor shall be responsible to provide any specific make / model of vehicles mentioned in the Financial Bid as per the specific requirement of CSIR-NAL. However, upgraded version of above mentioned make / model introduced by the manufacturer in due course, shall also be acceptable.

4.3 TECHNICAL SPECIFICATION OF VEHICLE TO BE PROVIDED

- 4.3.1 Type of Vehicles / Make / Model: As per list/BoQ.
- 4.3.2 Type of Seat / Seating Capacity: Cushioned seat with white seat cover/as applicable.
- 4.3.3 Type of Body / Colour: As applicable/painted preferably in white Colour.

4.4 VEHICLE AND ITS DOCUMENTS

- 4.4.1 The copies along with originals of R.C Book with road tax paid up to date, certificate of insurance, Fitness, permit, PUC certificate and any other related documents, should be produced for inspection / verification.
- 4.4.2 During the entire period of contract including extension if any, the vehicle shall be subjected to periodical inspection and subsequent acceptance shall be subject to aforesaid fresh inspection by the CSIR-NAL in consideration to same criteria as indicated above. Any defect or deficiency noticed during inspection should be rectified immediately at the cost of contractor.
- 4.4.3 The contractor shall display the board / stickers stating "ON CSIR-NAL DUTY" at appropriate place of front and rear side of vehicle at contractor's cost at the discretion of CSIR-NAL.
- 4.4.4 The decision with regard to acceptance or rejection of the vehicles offered by the contractor shall remain with CSIR-NAL and its decision shall be final and binding upon the contractor.

4.5 CONDITION OF VEHICLE

- 4.5.1 The vehicle requisitioned should be in perfect working condition, duly registered and insured, having requisite permit and taxes paid up to date. Taxies must comply with Central/State Government and Pollution Act.
- 4.5.2 The vehicles shall be kept clean and immaculate condition (from inside and outside), scratch free as possible, should be provided with car perfume / Air freshener and fully sanitized on daily basis.
- 4.5.3 The interior of the vehicle must have appropriate additional fittings to provide good comforts and appearance like foot matting, high quality upholstery to provide comfort.

- 4.5.4 Sparkling white (spotless) seat covers of good tapestry cloth shall be provided and shall be changed at least once in a week.
- 4.5.5 The vehicles suspension system shall be maintained in excellent conditions to provide good riding comfort.
- 4.5.6 The vehicle should be noise free. Any ratting sound of loose components, windows, shutters, spare wheel, fan belt, loosely kept tool box, etc., should be completely done away with.
- 4.5.7 Battery, tyres, brakes, head-light beam adjustment, indicator and other lights, starter, wiper, window shutter should be in good and smooth working condition, Retreaded tyres will not be acceptable.
- 4.6 The contractor shall ensure that milometer of vehicle supplied to CSIR-NAL is duly sealed and is not tampered. It can be checked by any authorized representative of CSIR-NAL and reserve the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error / fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be readjusted.
- 4.7 The driver of vehicle assigned for duty shall always wear neat and clean uniform (Preferably White and white) and hold a valid driving license and abide by all the rules laid down by Transport Authority or any other authority relevant to the subject and should always strictly follow the traffic rules and regulations, so as to ensure safety of the passengers.
- 4.8 The driver must have a mobile phone available with him for smooth coordination and service execution and the same should be always in working condition and no separate charges shall be paid by the CSIR-NAL for the same.
- 4.9 The driver should be well behaved and punctual while on duty. They should never be in an intoxicated state or smoking. The contractor shall be required to change / replace the drivers in case not found suitable by CSIR-NAL.
- 4.10 The driver should extend all normal courtesy such as greeting, opening / closing of door etc. towards the user and should present themselves for duty in a good appearance.
- 4.11 In case of misconduct by driver or any other reason, CSIR-NAL may require change of driver which will be communicated in writing. In such cases, the contractor shall replace the drivers immediately upon receipt of such communication, failing which necessary action deems to be fit will be taken as per the provisions of contract.
- 4.12 The engagement and employment of drivers and payment of wages as per the existing provisions of various laws and regulations is the sole responsibility of the contractor and any breach of such lapse or regulation shall be deemed to be breach of the contract. CSIR-NAL may ask the contractor to produce documents to verify that the contractor complies with the provision/laws.
- 4.13 The contractor shall assign the job of driving of hired vehicle only to qualified, experienced and licensed drivers and also assume full responsibility for the safety and security of officers/officials as well as essential stores items while running the vehicle by ensuring safe driving. CSIR-NAL shall have no direct or indirect liability arising out of such neglect, rash or impetuous driving which is an offense under relevant section of IPC, any loss caused to CSIR-

NAL have to be compensated by the Contractor.

- 4.14 The contractor shall take prior permission of CSIR-NAL for substitution of vehicle provided for duty in case of Break down / maintenance.
- 4.15 The owner or representative of firm should always be available on his own direct telephone or mobile phone / office as well as residence and the telephone numbers may be specified in this bid document. The agency must have regular office at Bengaluru and has functional telephone working on the round the clock basis. Contractor must name his liaison officer / representative to be available for coordination in connection with day to day running of the vehicle.
- 4.16 The contractor shall ensure that the vehicle is filled with sufficient fuel for performing assigned duties and it is in a good running condition before it reports for duty of CSIR-NAL. Fueling of vehicle shall be carried out prior to reporting for duty. Necessary fund should be available with the driver to pay any parking charges, toll tax, charges for minor nature of repair works etc.
- 4.17 In case of breakdown or accident on any other exigencies involving any vehicle assigned for CSIR-NAL duty, the contractor will be liable to provide replacement of same. The details of any such substitution shall be submitted to CSIR-NAL, on the same day for approval.
- 4.18 It shall be the responsibility of contractor to adhere to the timings as specified from time to time for deployment of vehicles.

4.19 VALIDITY OF TENDER

The Tender for the work shall remain open for acceptance for a period of **Ninety (90) days** from the date of opening of Technical Bid.

4.20 PERFORMANCE SECURITY

- 4.20.1 The successful bidder should submit Performance Security in the form of an Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form in favour of Director, NAL, Bengaluru for an amount of ₹1,00,000/- (Rupees One lakh only) which should be valid during the currency of the contract period with a grace period of 3 (three) months. The Performance Security shall be returned only on satisfactory completion of the contract.
- 4.20.2 After termination / expiry of the contract, the Performance Security held by CSIR-NAL will be released to the contractor within a period of three months' subject to realization of dues, if any to be made from the contractor.
- 4.20.3 CSIR-NAL shall have unqualified option to forfeit the Performance Security if the contractor failed to carry out the services as per the terms and condition of the contract without prejudice to other rights and remedies available to CSIR-NAL. Any sum of outstanding dues against the Contractor including any amount on acceptance and liquidated damages shall be recovered from the Performance Security. CSIR-NAL shall also have the rights to forfeit or appropriate towards the damages or losses that may be sustained by CSIR-NAL due to any act / commission or defaults by the Contractor.

4.21 PERIOD OF CONTRACT

The contract shall be valid for a period of 2 (TWO) years from the date of commencement of the contract subject to review of performance.

4.22 QUOTING OF RATES IN BOQ (FINANCIAL BID)

The rates quoted by the firm shall remain unchanged during the currency of the contract. However, the cost of fuel will be considered upon submission of request in case of any statutory upward / downward revision of the fuel cost in the local market, is affected by the Govt. Authorities.

The hire charges shall be net inclusive of cost of fuel, oil, lubricants, repairs and maintenance expenses, insurance for vehicle, road tax, salaries and bonus of operating, maintenance staff and establishment charges.

The Toll and parking charges shall be paid by CSIR-NAL at actuals on production of documentary proof.

4.23 GOODS & SERVICES TAX (GST)

4.23.1 The service covered by this contract falls under the scope of GST and the Contractor shall be fully responsible for meeting all the statutory obligations in respect of GST.

4.23.2 The copy of GST Certificate should be submitted before submission of first invoice or monthly bill. The GSTIN of CSIR-NAL and the Bidder must be mentioned on each invoice / hire bill.

4.23.3 Penalties, interest etc., if any, levied by statutory authorities on account of non-compliance of provision of GST shall be borne by the contractor and no request shall be entertained in this matter.

4.24 TAXES & OTHER CHARGES

Income Tax or any other taxes as applicable from time to time shall be deducted as per provisions of the Act from the Bill of Contractor and requisite TDS certificate shall be issued.

4.25 ESCALATION / DE-ESCALATION OF RATES

No escalation / de-escalation in rates shall be allowed during the currency of contract "except on account of statutory variation (increase / decrease) in the price of petrol/diesel effected by the Government". A corresponding escalation/de- escalation, in the rates of fuel charges shall be paid / recovered against each vehicle for the actual kms run, based on the following pre-defined formula:

Escalation / de-escalation per KM = (R2 - R1) / K - Where;

R1	Rate of Petrol/diesel (in Rs. per litre) in Bengaluru as on the date of opening of Technical bid.
R2	Revised rate of Petrol/diesel (in Rs. per litre) in Bengaluru
K	<p>The Average KMPL (KM run per litre of diesel) considered for the purpose of this contract is---</p> <p>15 KMs per litre for Maruthi Van(Petrol/LPG Non A/C) or equivalent And 10 KMs per litre for Innova(Diesel A/C) or equivalent And 10 KMs per litre for Swift Desire/Etios(Diesel A/C & Non A/C) or equivalent And 10 KMs per litre for Tata Sumo(Diesel A/C & Non A/C) or equivalent</p>

The difference payable or recoverable on account of increase / decrease of fuel price shall be allowed only for total actual kms run by the vehicle for CSIR-NAL duties.

Above escalation / de-escalation shall be considered only if the difference between R2-R1/R1-R2 is more than **Rs.2/- per litre at an interval of six months.**

4.26 RUNNING & MAINTENANCE

- 4.26.1 The vehicle will have to be kept in good operating condition at all the times. Procurement of fuel, lubricants, spare etc. will have to be arranged by the contractor at his own cost. All repair maintenance, checkup etc. will have to be arranged by contractor.
- 4.26.2 The contractor shall ensure that the driver of the vehicle abide the speed limits notified by the CSIR-NAL and RTO on public roads and exercise all the caution while driving the vehicle.
- 4.26.3 In case of major break down or withdrawal of the vehicle for service, the contractor for such reason to be recorded in writing shall immediately replace the same on temporary basis till the said vehicle is made in order. If in the opinion of CSIR-NAL, the vehicle so replaced is found unsatisfactory, this shall be replaced by another vehicle acceptable to CSIR-NAL. Acceptance shall be at the sole discretion of CSIR-NAL depending on merit of the case.

4.27 ACCIDENT / DAMAGES / CLAIMS / LIABILITIES

- 4.27.1 CSIR-NAL shall be completely free from any liability whatsoever, in the event of any accident while the vehicle engaged under the contract. Contractor will be fully and exclusively responsible for any damages to his vehicle / property / death / bodily injury to his crew members or any other person in his employment or unauthorized persons travelling in the vehicle, including any third-party claim. The contractor shall indemnify CSIR-NAL against any such claim / compensation.

4.27.2 Contractor shall also be solely responsible for any consequences under the law, arising out of any accident caused by his vehicle to the property or personnel of CSIR-NAL/third party including death / permanent injury. Contractor shall reimburse on demand the compensation / damages, if any, sustained by CSIR-NAL / third party on this account.

4.27.3 The hired vehicle should be fully / comprehensively insured by the Contractor at his own cost for all risk including fire, strike, riots and for commercial use etc. All liability whatsoever arising out of the accident of the hired vehicle shall rest upon the contractor only and CSIR-NAL shall not be held responsible for the same.

4.27.4 The contractor shall be responsible for the acts and / or accidents committed by the person employed by him either inside or outside operational area of CSIR-NAL.

4.28 PAYMENT

4.28.1 No advance payment shall be paid to the contractor. However, the Contractor shall submit his / her monthly hire bills in duplicate along with Trip Sheets duly filled in and signed by the User or authorized representative for necessary payment.

4.28.2 CSIR-NAL shall make payment within 30 days from the date of receipt of bills in order by electronic payment through NEFT/RTGS etc.

4.28.3 In the event of any dispute on this account, the decision of CSIR-NAL shall be final and binding on the Contractor.

4.29 MODE OF MEASUREMENT FOR PAYMENT

4.29.1 The contractor shall maintain trip sheet to record mileage for verification and the driver on duty shall obtain the signature of User or his Authorized Representative while making the trip. The Time / Km reading - in & out of CSIR-NAL as well as that of trips being used by the User, shall be clearly specified and recorded in the Trip Sheet.

4.29.2 Kilometer and time for trips performed for payment, will be reckoned from garage to garage. The journey to the destination and back shall be undertaken through the shortest possible route. The dead mileage for reporting to the point of pickup and from point of last drop will be allowed at actuals. However, for Airport pickup & drop it will be at actuals.

4.29.3 It shall be the duty of contractor/his driver to ensure that the trip Sheet is properly filled in and signed by the user and mentioning clearly the name and designation of the user. Any tampering of Trip sheet details by the contractor / his driver shall result in non-payment for that vehicle for the particular day / hours.

4.29.4 In case of failure of milometer, the actual distance travelled shall be assessed by CSIR-NAL, whose decision in this regard shall be final and binding. The period for which the milometer was found defective, shall be recorded in the remark column of Trip Sheet and duly authenticated by the User.

4.29.5 The Kilometer will be calculated from the authenticated trip sheet i.e., Km reading at the time of reporting and relieving shall be authenticated.

4.29.6 The hire charges for local trips will be taken on Calendar day basis.

4.30 CONTRACTORS OBLIGATIONS & LIABILITIES

4.30.1 The contractor shall at his own cost maintain sufficient number of experienced Drivers holding valid driving license and other staff requirements for smooth and efficient running of the vehicles. The driver should possess at all times necessary valid Driving License issued by Transport Authorities.

4.30.2 The contractor shall comply with the provisions of labour laws, Employees Provident Fund & Misc. Provisions Act and ESI Act as applicable during the entire period of contract including extension, if any.

4.30.3 The contractor will comply with / obey / abide by the provisions of the labour laws which are in force such as contract labour (Regulation and Abolition) Act 1970, contract labour (Regulation and Abolition) Central Rules 1971, workmen's compensation Act 1923, Child Labour (Prohibition and Regulation) Act 1986, Minimum Wages Act, 1948, Minimum Wages (Central) Rules 1950, Payment of Wages Act 1936, Employees Liability Act 1938, or the modifications thereof or any other laws relating thereto and the rule made thereunder and their amendments made from time to time.

4.30.4 The contractor shall indemnify and keep indemnified CSIR-NAL against payment to be made under and for the observance of the laws aforesaid and the CSIR-NAL Contractor's Labour Regulations with prejudice to his right to claim indemnity from his sub-contractors.

4.30.5 The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

4.31 DEFAULTS & RECOVERIES

4.31.1 In case of breakdown of vehicle, the contractor shall replace the same immediately or within an hour. Failure to replace the vehicle will entitle CSIR-NAL to deduct an amount of Rs. 250/- per hour on each such occasion.

4.31.2 In case the vehicle reports later than by 30 minutes of the time it was requisitioned for, the contractor shall pay an amount of Rs.250/- for each occurrence to the CSIR-NAL and the amount will be deducted from the bills.

4.31.3 In case the vehicle does not report at all for duty on any day for which requisition is made, a sum of Rs. 1000/- will be imposed as penalty in addition to deduction of hiring charge approved for that category of vehicle from the dues to the Contractor.

4.31.4 If a driver misses while on duty from the duty spot without intimation to the user or misbehaves with the User or disobey the instructions of the User, a penalty of Rs.500/- will be imposed for each occasion.

4.31.5 In case the contractor fails / refuses to provide the vehicle requisitioned, the CSIR-NAL reserves the right to hire such vehicles from the open market at the risk and cost of contractor and the additional amount, if any, over and

above the rates agreed to by the contractor, will be deducted out of the monthly bills / Performance Security payable to the contractor. The amount stated by CSIR-NAL shall be final and binding on the contractor.

4.31.6 In case the contractor provides the vehicle which is not roadworthy and in good conditions or older model other than prescribed model or unclean, CSIR-NAL reserves the right to use or not to use the vehicle. If the vehicle is used, payment for the same will be made at half of the contracted rate for that category of vehicle.

4.31.7 In case the non-functioning of A/C of hired vehicle, a sum of Rs.750/- will be imposed as penalty for the same and deducted from the hire bills.

4.31.8 In case of any unauthorized person allowed to travel in the vehicle when on CSIR-NAL duty, a penalty equivalent to 50 % of the trip value will be charged and deducted from the Hire Bills.

4.31.9 The driver will have to be provided with mobile phone and it should be charged and kept in fully operational condition. Failure to keep / keep ON the phone would entail a penalty of Rs.100/- per day subject to a maximum of Rs.1000/- per month.

4.31.10 Once the booking is accepted, the contractor shall intimate the Type of Vehicle, Registration No., Name & Mobile No. of the driver to the User on phone or SMS, failing which a penalty of Rs.250/- per occasion, will be deducted from the hiring bill.

4.32 ARBITRATION

4.32.1 In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.

4.32.2 The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.

4.32.3 Subject to the aforesaid provision, 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.

4.33 FORCE MAJEURE

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. It does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option

terminate the contract without any financial repercussion on either side.

4.34 TERMINATION OF CONTRACT

- 4.34.1 The contract can be terminated by either party by giving two months' notice. However, if the services of the Agency is not satisfactory, the Director, CSIR-NAL reserves the right to terminate the contract by giving a notice of one month. The contractor shall not cease to render the service facility until the CSIR-NAL makes alternate arrangements thereof and informed the contractor accordingly.
- 4.34.1 CSIR-NAL may also give return notice and without compensation to the contractor to terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.
- 4.34.2 Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation whatsoever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment's, materials or facilities or for any loss in the profit or anticipated profit of the contractor.
- 4.34.3 The agreement shall be deemed to have been terminated on the expiry of the contract period unless CSIR-NAL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

4.35 SUBLETTING OF CONTRACT

The work shall not be sublet / assigned directly or indirectly to other agencies without prior written consent of the competent authority of the CSIR-NAL.

4.36 CONTRACT AGREEMENT

- 4.36.1 All Terms & Conditions of the tender, as mentioned in Section-I to IV and Work order placed on successful bidder or any other relevant letter, shall form the part of the agreement to be made with the CSIR-NAL.
- 4.36.2 The contract agreement shall be executed on a non-judicial Stamp Paper of value Rs.200/- as per CSIR-NAL format within one month from the date of award of contract and cost of the same shall be borne by the Contractor.

Date: Signature of Bidder / Authorized Signatory (with Company Seal)

(TO BE SUBMITTED IN ENVELOPE-I)
(To be submitted on contractor Letter Head)
UNDERTAKING-CUM-DECLARATION

Tender No.: CSIR-NAL/VEHICLES/22-23/S.VI

- Date: _____ Signature of Bidder / Authorized Signatory(with Company Seal)

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Tender Inviting Authority : The Director, CSIR - NAL, Bengaluru - 560017.
Name of Work: Hiring of Vehicles on Need & Call Basis for CSIR-NAL at Bengaluru, details as per Tender document
Contact No : 080 2508 6046 / 6047, Email: simachaldeshal.res.in

TENDER NO.CSIR-NAL/Vehicles/22-23/S.VI

Name of the Bidder/ Bidding Firm Company :		Questionnaire Data														
TENDER NO. CSIR-NAL/VEHICLES/ 22-23/S.VI		Questionnaire Data														
PRICE SCHEDULE																
This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns (only cells coloured in Blue), else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only).																
Currency has a drop down menu to select appropriate denomination.																
Sl. No.	TEXT #	Item Description	Quantity	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
1	2		4	5	12	13	14	15	16	17	20	21	52	53	54	55
1	Daily Basis 4 hrs/40kms		1	Nos	INR											TOTAL AMOUNT In Words
2	Daily Basis 8 hrs/80kms		1	Nos	INR											INR Zero Only
3	Daily Basis 10 hrs/100kms		1	Nos	INR											INR Zero Only
4	Extra per Km		1	Nos	INR											INR Zero Only
5	Extra per Hour		1	Nos	INR											INR Zero Only
6	Monthly (3000kms/300hrs)		1	Nos	INR											INR Zero Only
7	Charges Beyond 3000 kms Extra Km Rates		1	Nos	INR											INR Zero Only
8	Charges Beyond 300 hrs Extra Hour Rates		1	Nos	INR											INR Zero Only
9	Substation Rates Per Km		1	Nos	INR											INR Zero Only
10	Minimum Kms		1	Nos	INR											INR Zero Only
11	Driver Bate		1	Nos	INR											INR Zero Only
12	Night driving charges		1	Nos	INR											INR Zero Only
By filling the above details, Party agreed that they will abide by the Code of integrity from Public Procurement.													0.00	0.00	0.00	INR Zero Only
Total In Figures													0.00	0.00	0.00	INR Zero Only
Quoted Rate in Figures													Quoted Rate in Words			
Quoted Rate in Words													INR Zero Only			

THIS PAGE IS FOR REFERENCE ONLY AND NOT TO BE FILLED

Bid-Securing Declaration Form

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We, The undersigned, declare that:

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

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

a)	have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
	Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
b)	I.fail or reuse to execute the contract, if required, or II.fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder) Dated

on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Note:

1. In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)
2. Bid Security declaration must be signed in by the Proprietor/CEO/MD or equivalent level of Officer of the company.

CHECK LIST

While bidding, the bidder is required to upload the following documents on CPPP in Envelope-I (Technical Bid).

1	Scanned copy of GST Registration Certificate	Yes / No
2	Scanned copy of PAN Card	Yes / No
3	Scanned copy of Proof of Address of Bengaluru Office (Like GST Reg., Trade License, Rent agreement of office etc.)	Yes / No
4	Scanned copy of the Registration No/License No of the agency	Yes / No
5	Scanned copy of Income Tax return of last 3 years	Yes / No
6	Scanned copy of Present clientele list and performance certificate	Yes / No
7	Scanned copy of MSME/NSIC registration certificate	Yes / No
8	Scanned copy of Work Order/ Completion Certificate	Yes / No
9	Turnover of more than 2 crores per annum. Scanned copy of Balance Sheets along with Profit & Loss Account Statement for the Financial Year - 2018-19, 2019-20 & 2020-21	Yes / No
10	Scanned copy of Registration Certificate of the vehicles	Yes / No
11	Scanned copy of Bid Securing Declaration Form	Yes / No
12	Scanned copy of duly signed Annexure-A with company's seal	Yes / No
13	Signed and scanned copy of Scope of work	Yes/No

Envelope-II (Financial bid/BoQ)

1	The bidder to upload BOQ in Financial Bid	Yes/No
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Date:

Signature of Bidder / Authorized Signatory(with Company Seal)