



CSIR-INDIAN INSTITUTE OF INTEGRATIVE MEDICINE
CANAL ROAD JAMMU-180001

NIT No.02/30(4)/Gen-Taxi/19

Dated: 10.01.2019

NOTICE INVITING E-TENDERS

Director, *CSIR-Indian Institute of Integrative Medicine, Canal Road, Jammu* invites bids electronically from reputed Taxi providing agencies which are registered with Regional Transport Authority, Jammu, with all India permit (Yellow plate) for job listed below on **Double Bid basis/Two Cover(Stage) System i.e. Technical Bid part 1(e-Cover-I) and Price Bid Part II (e-Cover-II)**

The details of estimated cost of contract, EMD etc., are as follows:-

S.No.	Description of Job	Estimated value	Cost of the Tender document	EMD
01.	Providing Taxi Services to CSIR-IIIM, Jammu(providing AC & Non-AC Taxi/Cab Services to CSIR-IIIM, Jammu for local and outstation journey)	Rs. 06.00 Lakh per year	Rs. 560/-	Rs.12,000/-

The tendering process is online at NIC CPPP e-portal having URL address <http://etenders/gov.in/eprocure/app>. Detailed tender document is also available on IIIM website (<http://www.iiim.res.in>). Interested and eligible bidders may download and go through the tender documents.

CRITICAL DATE SHEET

Publishing Date	Date - 09.01.2019, 10.00 hrs
Bid document download/sale start date	Date - 10.01.2019, from 10.00 hrs.
Bid submission start	Date - 10.01.2019 from 10.00 hrs.
Bid submission end date	Date - 28.01.2019 upto 1700 hrs.
Last date and time of submission of original Demand draft/banker's cheque against EMD and Proof/receipt for depositing of tender fee in IIM Bank Account	Date - 28.01.2019 upto 1700 hrs.
Bid Opening date (e-Cover-1)	Date - 31.01.2019 at 11.30 hrs.
Bid Opening date (e-Cover-2)	To be intimated later on through CPP Portal after the Technical Evaluation.

Prospective bidders are advised to get register themselves at NIC CPP portal, obtain 'Login ID' & 'password' and go through the instruction available in the Home Page after log into the CPP-portal <http://etender.gov.in/eprocure/app>. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their tender.

The tenderer shall submit their e-tender only at CPP portal <https://tender.gov.in/eprocure/app>. Tenderers/bidders are advised to follow the instructions provided in the tender documents for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents along with scanned copy of bank receipt for depositing of Tender Fee and EMD in the form of CDR/TDR/FDR, pledged in favour of Director, IIM, Jammu. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading of tender in location other than specified above shall not be considered. Hard copy of tender shall not be entertained in that case.

1. The tender shall be required to submit bids in two bid system.

A. **Cover-(I):- Eligibility Criteria** – will contain digital signed file of scanned document of the following:

TECHNICAL BID

01	Name of the Firm/Company/Agency	
02	Complete Address with contact no. of the firm	

03	<p>a) Tender cost in shape of Bank Draft payable in favour of Director-IIIM, Jammu.</p> <p>b) EMD of Rs. 12,000/- in the form of Bank Draft payable in favour of Director-IIIM, Jammu</p>	
04	Copy of PAN Number	
05	Copy of GST	
06	03 (three) years experience of providing services to Govt. Sector/PSU's/ Private Sector/Corporate Sector along with certificate regarding satisfactory completion of work from the employer.	
07	Copy of Registration no./License no. of the firm (if any)	
08	An undertaking on non-judicial stamp of Rs. 100/- to the effect that the Agency has not blacklisted by any of the Departments/Organization of the Government of Indian and no criminal case is pending against the said firm/agency	
09	Terms and conditions duly accepted/signed with the stamp of prospective tenderer on each page	

Declaration:

1. The above information is true to the best of my knowledge and belief and if any information is found wrong or untrue, I may be debarred from the tender.
2. I /We agree to abide by all the terms and conditions stipulated in the tender.
3. I/We also agree that our tender will remain valid for acceptance for 90 days from the date of opening of part I of the tender and this period of validity can be extended for such period as may be mutually agreed in writing between the CSIR-IIIM and

tenderer. I/We also agree to keep the earnest money valid during the entire period of validity of tender.

4. I/We certify that none of my/our relative(s) is/are employed in CSIR-IIIM, Jammu. In case, at any stage, if it is found that the information given by me/us is false/incorrect, CSIR-IIIM shall have all the right to take any action deem fit without any prior to informing me/us.
5. I/We understand that the Director, CSIR-IIIM, Jammu reserves the rights to accept or reject any or all the tenderer either in full or in part without assigning any reason thereof.

Dated _____ Day of January, 2019.

Signature of Tenderer

Name: _____

Address: _____

- B. **Cover-(II):-** – will contain digital signed file of scanned document of the following:

FINANCIAL BID

PART A

S.No.	Description/Details	Tavera/Qualis/Innova/ Xylo/Honda City Or equivalent vehicle	Etios/Indigo or equivalent vehicle		Indica/Ambassador or equivalent vehicle	
			AC	Non-AC	AC	Non-AC
01.	Full day duty up to 80 Kms/8Hrs.					
02.	Half day duty up to 40 Kms/4 Hrs.					
03.	Additional charges beyond 80 Kms. (per Km rate)					
04.	OTA/Extra Hrs.					
05.	Minimum charges for outstation per KM.					
06.	Night charges between 10:00PM to 5:00 AM.					
07.	Dropping or Receiving from Airport					
08.	Dropping or Receiving from Railway Station.					

PART B

01.	Monthly basis 2400 Kms 240 Hrs.						
02.	Additional charges beyond 2400Kms (rate per km)						
03.	OTA/Extra Hours.						
04.	Night Halt (between 10:00 P.M to 05:00 A.M)						

Note:

1. The rate fixed during the period of engagement/empanelment shall be valid/applicable for a period of 01 (one) year. No escalation in the rates on any account shall be admissible, whatsoever may be the reason.
2. The columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alteration, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible.
3. The rates quoted in the Financial Bid should be both in words and figure. Any correction/use of correcting fluid will not be considered. The amount of bids quoted should include all statutory payments.

Signature of Tenderer

Name : _____

Address: _____

- C. Documents for Earnest Money in the form of CDR/TDR/FDR duly pledged in favour of Director, IIIM, Jammu and tender fee should be credited in IIIM Bank Account No. **30186230982** at SBI, Hari Market, Jammu

The original TDR/CDR/FDR and receipt of bank against Earnest Money and Tender Fee should reach by post/courier/given in person to the concerned officials as mentioned in CRITICAL DATE SHEET before due date. Any postal delay will not be entertained.

The details of TDR/CDR/FDR and bank receipt physically sent, should tally with the details available in the scanned copy and data entered during bid submission time, failing which the tender shall be rejected.

1. Registration certificate of the Firm.
2. GST registration certificate with Sale Tax Deptt. (J&K) and PAN Card.
3. The Contractor should have local Office and bank account preferably in State Bank of India at Jammu for ensuring satisfactory fulfilment of contractual obligations.
4. Income Tax returns filed for the last 05 years.
5. All India Permit.

The financial bids of the contractors/firms found to be meeting the qualifying requirements (Eligibility criteria) shall be as per CRITICAL DATE SHEET. (Depending on Technical Bid evaluation, the date shall be intimated through CPP Portal). Financial bid/Price bid of tenders will not be opened and offer/tender will be treated as Null and Void in case cover-I (**Technical Bids**) are not found in order.

A. **Cover-2: Financial e-bid through CPP Portal:-**

- a) Financial Bids will be opened only of those Firms/Agencies who fulfil conditions of qualifying Technical Bids.
- b) Bidders are required to download the format, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). Once the details have been completed, the bidder should save it and submit online, without changing the file name.
- c) Tenders must ensure that all the uploaded documents should be of good quality. Vague/poor quality of printed documents and incomplete document will not be accepted.
- d) The bidders quoting the lowest quoted rate in percent (%) will be taken into consideration in deciding the lowest bidder.
- e) In case of a tie in quoted rate in percent (%) quoted between two or more bidders, the lowest bidder will be decided on the basis of highest value credential of the bidder which carried out similar nature of work during the last five years.

The Director, CSIR-IIIM, Jammu reserves the right of accepting or rejecting any or all tenders or any part thereof without assigning any reason.

Sd/-

CONTROLLER OF ADMINISTRATION

1. PRESENTATION OF TENDER:

The schedule to the tender form should be used and retained in the tender. If any modification of the schedule is considered necessary, then you should communicate the same on a separate sheet and attach the same with the tender.

2. SIGNING OF TENDER:

(a) The tender is liable to be rejected if complete information is not given or date/document asked for in the schedule of the tender is not duly filled or furnished.

(b) The individual signing the tender or other documents concerned with the Contract, must specify whether he signs as (i) a sole proprietor of the firm or constituted attorney of such sole proprietor or (ii) a partner of the firm if it be a Partnership firm, in which case he must have authority to refer to arbitration disputes concerning the business of the agreement or a power of attorney; or (iii) Authorized attorney of the firm, if it is a company.

Note:

- i. In case of (b) above a copy of the partnership agreement along with an Affidavit on non judicial stamp paper of all the partners admitting execution of the partnership agreement of the general power of attorney should be furnished.
- ii. In case of partnership firm, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.
- iii. In case of (b) above registration certificate issued by the competent authority along with the By-Laws of the company should be furnished.
- iv. Each page of tender, schedule and annexure, if any must be signed by the Tenderer or authorized person.

Note: In case of the schedule date being declared as closed date or holiday for whatever reasons the next working day shall be the scheduled date. You are at liberty to authorize a representative to be present at the time of opening of the tender at the time and date as specified in the schedule. The representative so authorized should bring with him an authorization, in this regard, failing which he will not be permitted.

3. PRICE: The price should be quoted in the proforma enclosed in Annexure. (Financial Bid)

4. RIGHT OF ACCEPTANCE: The Director, CSIR-IIIM, Jammu does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and you shall provide the same at the rate quoted. You are at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only, if the entire type of the vehicles is taken from you. The terms and conditions of the contract stipulated in the schedule to the bid annexed therewith would form part of the contract and the Bidders/Contractors will be bound by such terms and conditions.

5. AGREEMENT

Successful tenderer has to execute an agreement with this Institute on Non-Judicial paper for Rs. 100/-.

SECTION OFFICER (G)

FROM M/S _____

CONDITIONS OF CONTRACT

1. Period of Contract: One year from the date of commencement. However, the Director, CSIR-IIIM, Jammu reserves the right to extend or curtail this contract at any time, if so required.
2. The tenders will be on the basis of rate quoted/offered by the Contractor, as in the "Proforma".
3. You will maintain sufficient vehicles of the standard quality at all times to avoid inconvenience to CSIR-IIIM, officials.
4. In case of failure or refusal on your part to supply the vehicles to the officials, the contract is liable to be cancelled at your own risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from you.
5. The vehicles to be supplied will be of standard quality. In case, it is found that vehicles supplied are of old model or substandard your firm will be liable to black-listed for a period of 05 years besides any other appropriate legal action to be taken in this regard. If for any unavoidable reason beyond your control, it is not possible for you to immediately supply the vehicles and the beneficiaries are compelled to procure the same from some other local Travel Agencies, you will reimburse in full the charges paid to them. However, you will be allowed to claim in this regard, which will be payable to you for that vehicles as per the terms and conditions of the Contract. It is also decided that the brand of the vehicle should not be substituted in case of indent of brand item of vehicle.
6. The contract will be initially for a period of one year from the date of issuance of acceptance of tender.

7. SECURITY DEPOSIT

The EMD of Rs. 12,000/- (Rupees twelve thousand only) of successful Tenderers shall be converted into Security Deposit. The CSIR-IIIM, Jammu shall have right to recover/adjust the Security Deposit towards any loss/damage suffered by the CSIR-IIIM, Jammu due to the negligence/dereliction/delay performance etc., of the Contractor or his representative during the currency of the Contract.

In the event of Security Deposit falling short of the aforesaid amount due to the recovery/adjustment of the losses suffered by the CSIR-IIIM, Jammu during the currency of the Contract, the Contractor shall deposit/pay such amount by which the Security Deposit falls short immediately on demand or the same may be recovered from Contractor's pending bills with the CSIR- IIIM, Jammu. No claim shall be made against the CSIR-IIIM, Jammu in respect of interest, if any due on the security deposit or depreciation in value.

8. DOCUMENTS/CERTIFICATES TO BE FURNISHED BY THE TENDERERS

The tenderer shall submit the following documents/information along with their tenders:

- (i) Income Tax clearance Certificate (for last five years)
- (ii) Name and address of their Bankers, Account Number, IFS code
- (iii) A certificate from the Department of Tourism, Govt. of J&K and or/an affidavit stating that there is no case pending against the firm under the Tourism Act.
- (iv) Copy of partnership agreement or general power of attorney in case of partnership firm.
- (v) Proof of Annual Turnover of minimum Rs. 06.00 lakhs per annum for the last 03 years.
- (vi) Client list in the city of Jammu.

Note: Tenders not containing above particulars are liable to be rejected.

9. VALIDITY/TERMINATION

The contract is valid for a period of 01 (one) year with effect from _____ to _____ but can be extended further by mutual consent of both the parties. Either party can terminate the Contract earlier after giving two months notice in writing to the other without assigning any reason. However, the Director, CSIR-IIIM, Jammu reserves the right to terminate the Contract if the travel services rendered by the contractor is not found to be satisfactory at any time during the tenure of the Contract.

10. 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 other person to act as arbitrator in place of the outgoing arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed from the stage at which it was left by his predecessor.
3. The Arbitrator may give interim award(s) and/or directions, as may be required.
4. Subject to the aforesaid provisions, the Arbitration and Conciliation Act, 1996 and the rules made there under and any modification thereof from time to time

being in force shall be deemed to apply to the arbitration proceedings under this clause.

Controller of Administration

Agreement

This agreement made on the _____ between the Council of Scientific & Industrial Research, New Delhi, a society registered under the Societies, Registration Act, 1860, through CSIR, Indian Institute of Integrative Medicines, Jammu (hereinafter called the Institute which expression shall include its successors and permitted assigns unless repugnant to the context and herein referred to as the First Party to the Contract and M/S _____ (hereinafter called the CONTRACTOR M/S _____), which expression shall include their respective heirs, executors, administrators, and permitted unless repugnant to the context and herein referred as the Second Party.

1. Whereas, the Contractor vide letter dated _____ had submitted an offer for providing the vehicles on hire basis on day to day requirement basis to CSIR-IIIM, Jammu and the Institute has agreed to enter into a Contract with the Contractor at the further rates subject to the terms and conditions set out hereunder. The Institute does not guarantee any minimum business during the whole or part of the period of the Contract.
2. The Charges will be on the basis of rate offered by the Contractor in the ANNEXURE A, B & C.

A. TERMS & CONDITIONS

1. The rates will be inclusive of cost of Petrol, Diesel, Lubricants, Driver salary and allowances, depreciation, profit to the owner/Contractor etc.
2. The vehicle to be provided to 1st Party (Institute) on hire basis should not be more than 03 (three) years old, in case of Car/Taxi and fully insured at least for 03 passengers.
3. The vehicle to be provided should have All India Permit with Yellow Number Plate to undertake journey throughout India, as and when required.
4. The Driver should have a valid license and be medically fit for driving the vehicle and must carry/possesses a Mobile Phone. The vehicle should be provided immediately after receipt of written/telephonic intimation with sufficient pocket money available with the Driver.
5. No escalation/extra charges will be allowed over and above negotiated rated during the tenure of Contract.
6. The Driver should be courteous to users, maintain discipline, decorum and be well dressed.
7. Kilometers reading and time start from the residence/place of touring officer to destination and vice-versa.
8. When the Institute engage vehicles, all liability in respect of the vehicles and the drivers including the accident to vehicle, injury to driver and the passengers travelling in the vehicle or to the pedestrians and other passing vehicles shall rest

with the Contractor. The Institute will not take any liability/responsibility in this regard.

9. Toll Tax, Parking Charges, Service Tax if any will be paid and claimed by the Contractor on actual bill basis.
10. For outstation duty any Road Tax, Passenger Tax for States other than J&K will be paid and claimed by the Travel Agency.
11. No mileage will be allowed to drivers for lunch/breakfast or for filing of petrol/diesel/CNG etc. The firm will ensure that the fuel tank of vehicles provided is completely filled up before deputing the vehicle for duty.
12. The vehicles will have to be fitted/provided with the following mandatory additional accessories/utilities.
 - a. Clean seat covers.
 - b. Quality Radio Music System.
 - c. Reading Lamp.
 - d. Tissue paper box
 - e. Car perfume
 - f. Mobile charger
 - g. Seat Belts (Front & Rear)
 - h. Umbrella during Monsoon.
13. The Contractor/Firm should have a provision to take bookings 24x7 and must be able to provide vehicles on Sundays/Holidays also.

B. VALIDITY PERIOD

This contract shall be valid for a period of one year w.e.f. _____ . But can be extended further by mutual consent of both the parties herein. Either party can terminate the contract earlier after giving two months (Sixty days) notice in writing to the other without assigning any reason. However, the Director, IIM, Jammu reserves the right to award the contract for less period also, if circumstances so warrant.

C. RESPONSIBILITY

1. The Contractor will maintain sufficient number of vehicles of standard quality at all the times to avoid any inconvenience to IIM beneficiaries.
2. In case of failure or refusal on the part of the Contractor to supply the vehicles to the Institute, the contract is liable to be cancelled at the risk and cost of Second Party. Any extra cost involved in arranging supply of vehicles from alternate source will be recovered from the Second party.
3. The vehicle to be supplied should be of good quality. In case, it is found that the vehicle supplied is of old model or substandard, the firm will liable to be black-listed besides other appropriate legal action to be taken in this regard. If for any unavoidable reason, if it is not possible for the Contractor to immediate supply of

vehicle and the beneficiaries are compelled to procure the same from some other local Travel Agent, the Contractor will reimburse in full the charges paid, to the Laboratory. However, the claim in this regard will be paid as terms and conditions of said Contract. The brand of the vehicle should not be substituted, in case of indent for a particular brand of vehicle.

4. The Contractor/service provider shall be responsible for complying with obligations under Income Tax, ESI, EPF, Contract Labour (Regulation and Abolition) Act, Wages Act, Labour Laws etc. the service provider shall also be responsible for compliance with the legal provisions in respect of the vehicle and shall indemnify CSIR-IIIM from any loss on this account.

D. SECURITY DEPOSIT

The EMD for Rs. 12,000/- has already been deposited with IIIM by the Second Party (_____) vide DD No. _____ Dated _____ as Security Deposit. The laboratory shall have the right to recover/adjust the security deposit towards any loss/damage suffered by the Laboratory due to negligence/derelection/delay in performance etc., of the Contractor or his representative during the currency of the present contract. In the event of the Security deposit falling short of the aforesaid amount due for recovery/adjustment of the losses suffered by the Laboratory during the currency of the Contract. The Contractor shall deposit/pay such amount by which the security deposit falls short immediately on demand or the same may be recovered from the contractors pending bill with the Laboratory.

E. PRESENTATION OF THE BILL/CONTRACTOR LIABILITY

The Contractor shall present his bill for each month's supply of vehicles within ten days of the closing day of each respective month i.e. by 10th of following month.

F. PAYMENT

The payment will normally be arranged within 04 weeks from the date of the presentations of bills. However, no claim shall be made by the Contractor against the First party in respect of interest of the damages, in case of payment is delayed for any reason whatsoever beyond 04 weeks and bill should be sent/handed over in person inclusive of all necessary information of kilometer and journey performance certificate of the user officer.

G. FALL CLAUSE

During the currency of the contract, charges for supply of vehicles to any other Central/State Govt. Public Sector Undertaking etc., should not be rates lower than

the price offered to the Institute or should there be any reduction in charging during this period, the prices charged to the Laboratory shall correspondingly be reduced.

H. FORCE MAJEURE

1. Neither the Contractor nor the Institute shall be liable to the other, for any delay in or failure of their respective obligations under the control caused by occurrences beyond the control of either party because of fire, floods, act of Gods, acts of public enemy, wars, insurrections, riots, strikes, lockouts, sabotages, any law, statute or ordinance, order, actions or regulations of the Government or any compliance therein similar to the above.
2. Either party shall promptly notify to the other of the commencement and cessation of such contingency and prove that such is beyond his controls and effects the implementation of this contract adversely.
3. The Laboratory shall have absolutely no responsibility to pay any compensation for any accident occurred to any persons/representative of the contractor during his/their to and fro journey and or while attending to the services of the Institute Party).

I. TERMINATION OF CONTRACT

The Director, CSIR-IIIM reserves the right to terminate the contract if the vehicle service rendered by the Contractor is not found to be satisfactory at any time during the tenure of the Contract.

J. ARBITRATION CLAUSE

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 nominees for appointment of an Arbitrator.
2. The award of the arbitration shall be final and binding on both 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 outgoing arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by predecessor.
3. The Arbitrator may give interim award(s) and/or directions, as may be required.
4. Subject to the aforesaid provision, the Arbitration & Conciliation Act, 1996 and the rules made there under and any modification thereof from time to time being in force shall be deemed to apply to arbitration proceedings under this Clause.

For and On behalf of CSIR

M/S.....
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Controller of Administration Officer

Counter Signature by
Finance & Account Officer