

NOTICE INVITING LIMITED TENDER

Sealed Tenders are invited by the Director, CSIR-NIIST, Thiruvananthapuram from experienced and registered cab/operators/travel agencies for providing vehicles on hire basis to this Institute as per the terms and conditions as enclosed in Annexure-III and detailed tender documents enclosed.

Estimated amount per annum: Rs.12,00,000/-(approximate)
EMD :2% of the Estimated amount Rs. 24,000/-

The tenders should be submitted in a sealed cover super scribing "Providing Vehicles on hire basis". The EMD 2% (Rs. 24,000/-) by way of DD/BC/BG/FDR drawn in favour of the Director, CSIR-NIIST, Thiruvananthapuram must be submitted along with the tenders. The information of limited tender is also available on the NIIST Portal having URL address (<https://www.niist.res.in>). Tenders duly filled in all respects will be received up to 03.00 p.m. on 25.10.2023 and the tenders will be opened at 04.00 p.m. on 25.10.2023 on the same day at CSIR-NIIST, Thiruvananthapuram in the presence of tenderers. Tenders received after 03.00 p.m. on 25.10.2023 whether sent by post or delivered in person are liable to be rejected. Tenders submitted without EMD shall not be considered.

CSIR-NIIST shall not in any way be responsible for any postal delay for submission of tenders to the Institute. The Director, CSIR-NIIST, Thiruvananthapuram reserves the right to accept or reject any or all the tenders or empanel more than one party for the service without assigning any reason whatsoever. In all matters pertaining to this tender, the decision of the Director, CSIR-NIIST, Thiruvananthapuram shall be final and binding.


(Antony Peter Raja. S) 09/10/23
Administrative Officer

NIT No. 1/116 Admin (8) 95-2023-Estt

Dated 03.10.2023

NOTICE INVITING TENDER

Director, CSIR-National Institute for Interdisciplinary Science & Technology Thiruvananthapuram invites bids from reputed Taxi providing agencies which are registered with Regional Transport Authority, Kerala, with all India Permit (Yellow Number Plate) for job listed below on **Two Bid basis/Two Cover system i.e.** Technical Bid Part I(Cover-I) and price Bid Part II(Cover-II).

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

Sl No	Description of Job	Estimated Value
01	Providing Taxi Services to CSIR-NIIST, Thiruvananthapuram (providing AC & Non-AC Taxi/Cab Services to CSIR- NIIST, Thiruvananthapuram for local and outstation journey including during conferences and special programs for a period of one year.)	Rs.12.00 Lakhs per year

CRITICAL DATE SHEET

Sl. No	Schedule of activities	Date and Time
1	Tender Documents Issuing Start Date	03.10.2023
2	Tender Documents End Date	25.10.2023 & 3.00 PM
3	Tender Opening Date	25.10.2023 3.30 PM
4	Address of Communication	The Director CSIR-NIIST, Industrial Estate P.O Thiruvananthapuram, Kerala-19 Email:coa@niist.res.in Ph: 0471 2515530, 2515512,2515229

The tenders should be submitted in a sealed cover superscribing "Providing Vehicles on hire basis". The EMD 2% (Rs.24,000/-) by way of DD/BC/BG/FDR drawn in favour of The Director, CSIR-NIIST, Thiruvananthapuram must be submitted along with the tenders. Tenders duly filled in all respects will be received up to 03.00 p.m on 25.10.2023 and the tenders will be opened at 03.30 p.m. on 25-10.2023 on the same day at CSIR-NIIST, Thiruvananthapuram in the presence of available tenderers. Tenders received after 03.00 p.m on 25.10.2023 whether sent by post or delivered in person are liable to be rejected. Tenders submitted without EMD shall not be considered.

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

Part I(Cover-I):- Eligibility Criteria – will contain the following documents :

TECHNICAL BID

ANNEXURE-I

01	Name of the Firm/Company/Agency	
02	Complete Address with contact number of the firm	
03	PAN Number.(copy to be attached)	
04	GST Registration Number (copy to be attached)	
05	03 (three) years experience (during the last 5 Years) of providing services to Govt. Sector/PSU's/Private Sector/Corporate Sector along with certificate regarding satisfactory completion of work from the employer. (copy to be attached)	
06	Registration of Travel Agency. (copy to be attached)	
07	Copies of RC book of 10 vehicles in possession by the contractor/firm	
08	The firm should have an office at Trivandrum. (copy to be attached for Registration at Trivandrum address)	
09	Income Tax Returns filed for last 03 Years.	
10	Annual Accounts & Balance Sheet for last three years duly signed by chartered Accountant. (copy to be attached)	
11	Minimum Annual Turnover for last three years, Rs.50Lakhs.(copy to be attached)	

Depending on Technical Bid evaluation, the date of opening financial bid shall be intimated later. 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.

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-NIIST and tenderer.
4. I/We certify that none of my/our relative(s) is/are employed in CSIR-NIIST, Thiruvananthapuram. In case, at any stage, if it is found that the information given by me/us is false/incorrect, CSIR-NIIST shall have all the right to take any action deemed fit without any prior to informing me/us.
5. I/We understand that the Director, CSIR-NIIST, Thiruvananthapuram 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_____2023.

Signature of Tenderer

Name:_____.

Address:_____.

Phone No:_____.

Part II(Cover-II): - Will contain the following documents : RATES at which Taxi can be provided

Sl. No	Description/ Details	Sedan cars Ciaz/Dzire/ Amaze/Tigor/ Honda City/ or similar type Vehicles	Innova variants Vehicles		Tempo Traveler FORCE or similar type Vehicles		Big Bus 43 seated	Mini Truck/ Pickup Van ISUZU/Tata/Ma hindra	
			<u>Innova</u>	<u>Crysta</u>	12 seated	17 seated		AC	Non- AC
		AC	AC	AC	AC	AC	AC	AC	
	Section A								
1	Full day duty up to 80km/8Hrs								
2	Full day/outstation duty up to 240km/24Hrs								
3	Half day duty up to 40km/4Hrs								
4	Additional Charges beyond 80km/40km(per Km rate)								
5	Additional Charges beyond 8hrs/4 hrs (per hour rate)								
6	OTA/Extra Hrs charges								
7	Minimum charges for outstation per km beyond 240 km								
8	Night charges between 10.01PM to 04.59AM								
	Section B								
10	Dropping or Receiving from Railway Station *duty point to duty point. Not Applicable for Night charges.								
11	Dropping or Receiving from Airport *duty point to duty point .Not Applicable for Night charges.								

PART B**FINANCIAL BID****ANNEXURE-II**

Sl. No	Description/ Details	Sedan cars Ciaz/Dzire/ Amaze/Tigor/ Honda City or similar type Vehicles	Innova variants or similar type Vehicles		Tempo Traveler FORCE or similar type Vehicles		Big Bus 43 seated	Mini Truck/ Pickup Van ISUZU/Tata/ Mahindra	
			Innova	Crysta	12 seated	17 seated		AC	Non- AC
		AC	AC	AC	AC	AC	AC	AC	
	Section C								
1	Monthly basis 2400km 240Hrs								
2	Additional charges beyond 2400kms(rate per km)								
3	OTA/Extra Hrs								
4	Night Halt (Between 10.00PM to 05.00AM)								

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:_____.

Phone No:_____.

Cover-2: Financial bid

- a) Financial Bids will be opened only of those Firms/Agencies who fulfill 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 average turnover credential of the bidder which carried out similar nature of work during the last (three) 3 years.

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

Sd/-

ADMINISTRATIVE OFFICER

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.

1. 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 Bye-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 scheduled 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.

2. PRICE

The price should be quoted in the proforma enclosed in Annexure II (Financial Bid)

3. RIGHT OF ACCEPTANCE

The Director , CSIR_NIIST, Thiruvananthapuram 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.

4. AGREEMENT

Successful tenderer has to execute an agreement with this institute on Non-Judicial paper for Rs.500/-.

SECTION OFFICER(G)

FROM M/S_____.

_____.

_____.

5. CONDITIONS OF CONTRACT

1. Period of Contract: 01 (One) year from the date of commencement. However, the Director, CSIR-NIIST, Thiruvananthapuram reserves the right to extend or curtail this contract at any time, if so required with notice of one month.
2. The service provider should have been Registered in Kerala State Government for taxi operation and should have office within the City of Trivandrum.
3. The tenders will be on the basis of rate quoted/offered by the Contractor, as in the "Proforma".
4. You will maintain sufficient vehicles of the standard quality at all times to avoid inconvenience to CSIR-NIIST Officials.

5. The contract providing vehicles will be given to the lowest bidder who fulfills the terms and Conditions of the tender document. To safeguard against failure by the successful service provider in providing requisite number vehicles etc, this office may empanel other service provider who are prepared to provide service as per L-I rates. In case of 2 operator quote the same rate, the L-I will be decided based on the average Annual turnover of the firm for the last 03 years. The firm having largest turnover will be declared L-I.
6. The calculation of mileage shall be from the reporting point to the reporting point and will not be calculated on garage to garage basis.
7. The tenderer should ensure that the drivers deputed by them should not have any adverse comments in police records/criminal cases pending. The service provider should make adequate enquiries about the antecedents of drivers before deputing them to service.
8. The drivers shall wear proper uniform and shall observe all the etiquette with Guests while performing duty.
9. In case of failure or refusal to supply the vehicles to the officials, the contract is liable to be cancelled at contractor's risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from the contractor.
10. The contractor should ensure that the vehicle supplied by him of latest model (not older than 3 years) and shall have seat covers, car perfume and good ambience. The vehicle should report at right time. In case of failure to comply with the above, as penalty of Rs.500/- per trip/bill will be levied. 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 vehicle 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.
11. The contract will be for a period of 01 (One) year from the date of operation of the contract.

7. SECURITY DEPOSIT

The CSIR-NIIST, Thiruvananthapuram shall have right to recover/adjust the performance Security Deposit Rs.36,000/- towards any loss/damage suffered by the CSIR-NIIST, Thiruvananthapuram due to the negligence/derelection/delay performance etc., of the Contractor or his representative during the currency of the Contract. It should remain valid for a period of 60 days beyond the date of completion of 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-NIIST, Thiruvananthapuram 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-NIIST, Thiruvananthapuram. No claim shall be made against the CSIR-NIIST, Thiruvananthapuram 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. Registration copy of the Travel Agency and their validity period.
- ii. File Income Tax Return clearance Certificate for last 03 (Three) years.
- iii. Name and address of their Bankers, Account Number, IFS code.
- iv. Copy of partnership agreement or general power of attorney in case of partnership firm.
- v. Proof of Annual Turnover of minimum 50 lakhs per annum for the last 03 (Three) years.
- vi. Client list in the city of Thiruvananthapuram.
- vii. Address of office in Thiruvananthapuram with telephone no: Landline/Mobile etc.
- viii. 03 (three) years experience (during the last 5 years) of providing services to Govt. Sector/PSU's/ Private Sector/ Corporate Sector along with certificate regarding satisfactory completion of work from the employer. (copy to be attached).
- ix. Copies of RC book of 10 vehicles in possession by the contractor.
- x. Annual Accounts & Balance Sheet for last three years duly signed by character Accountant. (Copy to be attached).

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 from the date of taking over the contract and it may be extended further by mutual consent of both the parties on the same terms and conditions. Either party can terminate the Contract earlier after giving one month notice in writing to the other without assigning any reason. However, the Director, CSIR-NIIST, Thiruvananthapuram 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 dispute/differences arising out of the agreement shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.
2. The Arbitrator may give interim award(s) and/or directions, as may be required.
3. 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.

Administrative Officer

**CSIR-NATIONAL INSTITUTE FOR INTERDISCIPLINARY SCIENCE & TECHNOLOGY
THIRUVANANTHAPURAM-19.**

The Terms and Conditions to be strictly adhered to by the Contractors for providing vehicles under the contract.

1. The contract shall be valid for a period of 01 (One) year from the date of taking over the contract and may be extended/curtailed at the discretion of the Competent Authority of CSIR-NIIST, Thiruvananthapuram.
2. Security Deposit: An amount Rs.36,000/- as per rules may be submitted as FDR/Bank Guarantee. The security Deposit will be refunded on successful completion of the contract. The security Deposit will be forfeited in the event of any breach or non-observance of any terms and conditions of the contract or for unsatisfactory performance.
3. The Controller of Administration or any other officer so authorized shall give 24 hours notice to provide vehicles in the normal course, but in emergency at short notice. At a given time the Contractor may be asked to provide large number of Tourist Vehicles/Taxi for special occasions and the contractor should be able to provide the vehicles on time.
4. The contractor should have round the clock operational office to take bookings of vehicles. On booking vehicles, the contractor should send message regarding vehicle number, name of the Driver and his mobile number for information of the guests and indenting Officer at least minimum one hour before the departure time.
5. The vehicles supplied must be in good conditions. Fuel and maintenance charges that may be required during the journey shall be arranged by the Contractor. In case of breakdown of vehicle on the way, the Contractor should arrange alternate vehicle without disturbing the schedule of the travelling official.
6. The vehicles must have valid All India/Inter State Permit and all other documents for tourist purposes and drivers must have valid driving license and badge. The vehicles may be required for day and night travel as well as inter-state journey. The driver of the vehicle should have sufficient money to buy petrol/diesel or pay of repairs etc. whenever it is required while on CSIR-NIIST duty.
7. The Institute will not have any liability on account of any accidents, damage in respect of the vehicle and the driver, passengers including the accident to other vehicles. There should be suitable insurance coverage for the hired vehicles to meet such eventualities. This Institute will not be responsible for any claim by third party on any account.

8. The Contractor should provide the PLACARD of CSIR-NIIST to the driver for pickup of the officials at Airport and Railway Station.
9. The persons who are expected to travel in the car may have to be picked up either from this Institute or from the place specified and vice versa as per the instructions of the Institute. The driver of the vehicle should be fully familiar with traffic rules and city routes and places.
10. Log book/Trip sheet must be maintained for the journey performed duly indicating therein opening and closing kilometer reading and starting & closing time and should be got signed by the official who travelled. The signature with time of the person travelling in the vehicle should invariably be available in the trip sheet for making payment.
11. The Contractor should adhere to strict punctuality in sending vehicles to the required destination and also adhere strictly to the types of vehicles required by the Institute. Any deviation from the above will be viewed seriously and may lead to termination of the Contract. In case of non-compliance of any of the above conditions, the contract will be terminated without any notice.
12. 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. 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.
13. There will be no price revision during the contract period.
14. The contract can be terminated by either party by giving one month notice.
15. In the event of any dispute or difference that may arise from the agreement, the decision of the Director, CSIR-NIIST, Thiruvananthapuram shall be final and binding on both the parties.

Administrative Officer

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, National Institute for Interdisciplinary Science and Technology, Thiruvananthapuram (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 to 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-NIIST, Thiruvananthapuram 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 II.

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 Contractor should have 10 vehicles in possession.
5. Same rate of contract executed with the institute will be continued for any special program/conference/meeting also.
6. 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.

7. No escalation/extra charges will be allowed over and above negotiated rates during the tenure of Contract.
8. The Driver should be courteous to users, maintain discipline, decorum and be well dressed.
9. Kilometers reading and time start from the residence/place of touring officer to destination and vice-versa to be recorded in the trip sheet.
10. When the Institute engages 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 vehicle shall rest with the Contractor. The Institute will not take any liability/responsibility in this regard.
11. Toll Tax, Parking Charges, Service Tax if any will be paid and claimed by the Contractor on actual bill basis.
12. No mileage will be allowed to drivers for lunch/breakfast or for filling 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.
13. 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.
14. The Contractor/Firm should have a provision to take booking 24×7 and must be able to provide vehicles on Sundays/Holidays also.

A. VALIDITY PERIOD

This contract shall be valid for a period of 1(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 one month notice in writing to the other without assigning any reason. However, the Director, CSIR-NIIST, Thiruvananthapuram reserves the right to award the contract for less period also, if circumstances so warrant.

B. RESPONSIBILITY

1. The contractor will maintain sufficient number of vehicles of standard quality at all the times to avoid any inconvenience to NIIST 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, an amount of Rs.500/- will be charged as penalty besides other appropriate 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-NIIST, Thiruvananthapuram from any loss on this account.

C. SECURITY DEPOSIT

The Laboratory shall have right to recover/adjust the performance Security Deposit towards any loss/damage suffered by the laboratory due to the negligence/derelection/delay in performance etc., of the Contractor or his representative during the currency of the present contract. In the event of 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 bills with the Laboratory.

D. 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.

E. 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.

F. 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.

G. 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 contract 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/her to and fro journey and or while attending to the services or the Institute Party.

H. TERMINATION OF CONTRACT

The Director, CSIR-NIIST, Thiruvananthapuram 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 with one month Notice.

I. ARBITRATION CLAUSE

In the event of any dispute/differences arising out of the agreement shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

For and On behalf of CSIR

M/S_____.

_____.

Administrative Officer

**Counter Signature by
Finance & Accounts Officer**

