

**BUREAU OF INDIAN STANDARDS
1/14. CIT Scheme-VII-M V.I.P Road
Kakurganchi, Kolkata-700054**

TENDER NOTICE

No.BIS/ERO,Kolkata/14-15/HV (4)

22.12.2014

Sealed Tenders are invited in a two-bid system from reputed Tours and Travel Agencies/Companies located in Kolkata, for hiring of taxis on monthly/daily basis for official use of Bureau of Indian Standards, 1/14,CIT Scheme-VII-M, V.I.P Road Kakurganchi, Kolkata-700054.

The Tender document can be downloaded from www.bis.org.in and www.eprocure.gov.in. Closing date & time for receipt of bids: 22.01.2015 up to 1500 h and the bids will be opened on the same day at 1530 h. The Bureau reserves the right to reject any or all the bids without assigning any reason.

(V. AGARWAL)

Deputy Director (Admin & Finance)

ERO, Kolkata

BUREAU OF INDIAN STANDARDS
1/14. CIT Scheme-VII-M, V.I.P Road
Kakurganchi, Kolkata-700054

TENDER NOTICE: HIRING OF VEHICLES ON MONTHLY/DAILY BASIS

Bureau of Indian Standards invites sealed bids under two-bid system (Technical bid and Financial bid) for providing vehicles to its office located at 1/14, CIT Scheme-VII-M, V.I.P. Road Kakurganchi, Kolkata-700054. On **monthly as well as daily** basis, from eligible bidders as per the details given below:

Sl. No.	Type of Vehicle (Make)	Requirement
1.	SUMO or other equivalent SUVs	Need based
2.	Sedan cars of medium segment : Ford Icon/Hyundai Accent/Tata Indigo/Maruti Esteem or other equivalent	- Do -
3.	Maruti VAN/Maruti Suzuki EECO.	- Do -
4.	Maruti Van, Maruti SX4/Honda City/Innova	- Do -

1. Eligibility:

- a) Should have more than 3 number of vehicles (each type of vehicle as mentioned above) of a model not later than six years old and vehicle should not have covered more than 45000 Kms.
- b) should have minimum **three years** of experience of providing passenger vehicles to the large private sector firms, Departments/Ministries of the Government of India/PSUs/Large corporates (copies of two orders received from Govt. deptts./PSUs/Large Corporates during each of the last three years should be enclosed).
- c) should have turnover from supplying of passenger vehicles not less than Rs. 10 Lakhs/year during the last 2 years (2012-13 & 2013-14). (Copies of annual accounts of the last relevant years should be enclosed).
- d) have travel and transport as its nature of business (certificate to this effect, if available).
- e) have Service Tax Registration No. and authority with whom registered.
- f) not have been blacklisted by the Deptts/Ministries of the Govt. of India/State Govt./PSUs (Declaration has to be submitted in the specified format) (Annexure-4).

2. Proposed validity of the rate contract: Three Years. However, the contract will be reviewed on annual basis and extended every year subject to the satisfactory services of the firm and on the mutual consent of both the parties.

3. Availability of Tender Documents:

Place: Administration Department, 4th Floor of BIS (At the address mentioned above)

website: www.bis.org.in/www.eprocure.gov.in

Period: 22nd December 2014 to 22nd January 2015 up to 1500 hrs

4. Submission of Bid: From 22nd December 2014 to 22nd January 2015 (Thursday) up to 1500 hrs in the Administration Department, Bureau of Indian Standards, 1/14. CIT Scheme-VII-M, V.I.P. Road Kakurganchi, Kolkata-700054.

5. Opening of Bids: Technical Bids shall be opened at **1530 h on 22nd January 2015** (Thursday) in the Conference Room of Bureau of Indian Standards. Date of opening of financial bid shall be decided after technical evaluation of the bid.

6. Method/Manner for Submission of Bids: An envelope super-scribing “**Tender for Supply of vehicles at BIS, ERO, Kolkata**” having two envelopes containing “Technical Bid” and “Financial Bid” must bear the name & address of the party & shall be addressed to “Deputy Director (Administration & Finance), Bureau of Indian Standards, 1/14. CIT Scheme-VII-M, V.I.P. Road Kakurganchi, Kolkata-700054. The bid shall reach in the office of the Deputy Director (Administration & Finance), Bureau of Indian Standards, 1/14. CIT Scheme-VII-M, V.I.P.Road, Kakurganchi, Kolkata-700054 by **1500 hrs** on 22nd January 2015 (Thursday).

7. Earnest Money Deposit: Rs. 10,000/-

8. Performance Security Deposit: 5% of the total annual value of the award of contract.

9. Validity of Bids: 180 days from opening of technical bid.

10. The Bureau reserves the right to reject any or all of the bids without assigning any reason.

(V. AGARWAL)

Deputy Director (Admin & Finance)

ERO, Kolkata

TENDER DOCUMENT
SCHEDULE – 1: Instruction to Bidders

1 Notice inviting Bids:

1.1 Sealed Bids, *under two-bid system (Technical bid and Financial bid)*, are invited by the Bureau of Indian Standards (BIS), from eligible Bidders for Hiring of vehicles on monthly as well as daily basis as specified in the **Schedule-2** of Tender document.

2 Issue of Tender Document:

2.1 The blank Tender document will be available during the period indicated in the **Schedule-4**, during the office hours.

2.2 The Tender document can also be downloaded from the website of the Bureau www.bis.org.in/www.eprocure.gov.in

2.3 Any change that will be made in the Tender document by the Competent Authority after issue of the Tender will be intimated to the prospective Bidders in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the Bid.

2.4 No alterations and additions anywhere in the Bid Document are permitted. If any of these are found, the Bid may be summarily rejected.

2.5 The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

3. Language of bid/Contract:

3.1 The language of the bid should be in English/Hindi and all correspondence, etc. should conform to English/Hindi language.

4. Validity of Bids:

4.1 The Bids will be valid for a period of 180 days from the date of its opening.

6. Earnest Money/Bid Security:

6.1 The Bidder shall deposit with the Bureau a sum indicated in **Schedule-4**, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Pay Order in favour of Bureau of Indian Standards, payable at Kolkata or a Bank Guarantee as per format indicated in **Annexure-1**.

6.2 The failure or omission to deposit the Earnest Money shall disqualify the bid and the Bureau shall exclude from its consideration any such disqualified Bid(s).

6.3 Bidder shall not revoke his bid or vary its terms and conditions without the consent of the Bureau during the validity period of the bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it, shall stand forfeited to the Bureau without prejudice to its other rights and remedies and the bidder shall be ineligible to submit the bid to the Bureau for supply of vehicles on contract basis during the next twenty-four (24) months effective from the date of such revocation.

6.4 If the successful Bidder does not pay the performance security in the prescribed time limit or fails to sign the agreement bond, its Earnest Money Deposit will be forfeited by the Bureau.

6.5 The Earnest Money of unsuccessful bidder (s) shall be refunded after the successful bidder furnishes the required Performance Security to the Bureau and signs the contract or within thirty (30) days of the expiry of validity period of bids, whichever is earlier.

5. Eligible Bidders

- a) should have minimum **three years** of experience of providing passenger vehicles to the large private sector firms, Departments/Ministries of the Government of India/PSUs/Large corporates (copies of two orders received from Govt. deptts./PSUs/Large Corporates during each of the last three years should be enclosed).
- b) should have turnover from supplying of passenger vehicles not less than Rs. 10 Lakhs/year during the last 2 years (2012-13 & 2013-14). (Copies of annual accounts of the last relevant years should be enclosed).
- c) have travel and transport as its nature of business (certificate to this effect, if available).
- d) have Service Tax Registration No. and authority with whom registered.
- e) not have been blacklisted by the Deptts/Ministries of the Govt. of India/State Govt./PSUs (Declaration has to be submitted in the specified format) (Annexure-4).

6. Rates how to be quoted:

6.1 The bidder is expected to work out his rates keeping in view the scope of work and/other conditions and arrive at the amount to be quoted. The bidder shall be deemed to have satisfied itself before bidding as to the correctness and sufficiency of its Bid and of the rates and prices quoted in the attached schedules, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.

6.2 The Financial Bid shall be exclusive of any service tax, education cess and secondary and higher education cess or any other applicable taxes. The taxes as may be levied by the Government from time to time shall be charged by the contractor in addition to the rates quoted in the bid by the contractor.

7. Manner of Submission of Bid

7.1 The complete Bid will be received as indicated in the **Schedule-4**, by depositing the same through the Bid Box or by post, which reaches the specified place before the specified time.

7.2 E-mail or fax offers will be rejected.

8. Last Date of Submission:

8.1 Sealed Bids shall be received at the address specified (Annexure-4) not later than the time and date specified in the Tender Notice. Bids received after the specified date and time for receipt of bids shall not be considered. Hence, such bids shall be rejected and returned unopened to the Bidder.

8.2 In the event that the specified date for the submission of bid offers is declared a holiday, the offers will be received up to the appointed time on the next working day.

9. Modification and Withdrawal of Offer

12.1 Bids are invited in two-bid system (Technical bid and Financial bid). The completed Bid shall be submitted in sealed envelope, super-scribing Tender for Hiring of Vehicles as mentioned in the **Schedule-4**.

10. Contents of Bid Document:

13.1 Bids are invited in two-bid system (Technical bid and Financial bid). The completed bid shall be submitted in sealed envelope, super-scribing "Hiring of Vehicles" as mentioned in the **Schedule-4**.

13.2 The envelopes shall contain the following:

a) Envelope No.1 (Technical Bid): This should contain all technical details alongwith commercial terms and conditions such as:

- (a) List of all the documents enclosed;
- (b) The EMD as indicated in clause above or valid certificate of exemption issued by the concerned Ministry or Department;
- (c) Attested copy of the valid Registration Certificates (RCs) of required number of vehicles from Transport Department;
- (d) Copies of Income Tax Returns and Service Tax Returns filed with the concerned authorities;
- (e) Details of the firm(s) including details of the proprietor/partner/director with regard to name, address for communication, telephone number, e-mail etc. (**Annexure-2**);
- (f) In case of a firm, each partner or power of attorney holder shall sign the Bid. The attested copies of power of attorney of person signing the Bid shall be enclosed with the Bid. The power of attorney shall be signed by all the partners. In case of private limited/public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be

provided;

(g) All pages and pasted slips should be signed by the bidder and no page shall be added or removed from the set of Bid Document. Duly signed Bid document is to be returned as a token of its acceptance;

(h) A statement showing the magnitude of Work/Service done of similar nature in the last two (02) years (**Annexure-3**);

(i) A declaration regarding black-listing and/or litigations (**Annexure-4**)

b) Envelope No.2 (Financial Bid): This envelope shall only contain price schedule for the vehicles to be hired at specified places as per **Schedule-5**, duly filled in and initialed on each page and signed by the Bidder at prescribed places in the bid. The instructions contained in clause 8 may please be noted.

c) Covering Envelope: Both the envelopes 1 and 2 shall be put together in a common sealed envelope super-scribing 'Hiring of vehicles' as mentioned in **Schedule-4** and the name and address of the Bidder at the bottom left.

14. Other Important Points to be noted by the Bidder

(a) The Financial Bid should be written in both words and figures at appropriate places (Schedule-5).

(b) The Bidder shall submit the Bid, which satisfies each and every condition laid in Tender document, failing which the Bid shall be liable to be rejected. **Conditional Bids will be rejected.**

15. Opening of bid: The bid received before the time and date specified in Tender Notice, will be opened as per the specified program in the office as mentioned in the **Schedule-4** (if possible), in the presence of Bidders or their authorized representatives who choose to remain present on the opening day, at the scheduled time

16. Short-listing of bidders:- The Bureau will short-list technically qualifying Bidders and Financial Bids of only those Bidders, who qualify in technical bids, will be opened at a date and time to be intimated.

17. Opening of Financial bid:

The Bureau shall open Envelope No.2, on notified date, and the rates quoted by the bidder in price schedule (**Schedule-5**) shall then be read out.

18. Criteria for evaluation of financial bids

The financial bids of only those bidders, who qualify in technical bids, will be opened. For the purpose of evaluation of bids, the rates quoted by the bidders in the schedule of rates, following shall be considered for one vehicle as per clause 1.2 on monthly basis:-

18.1 Minimum for monthly running up to 2400kms for 300 hrs.for a period as specified in respective sections.

18.2 200 kms. extra beyond 2400 km per month shall be taken for bid evaluation

purposes. 30 hrs. extra beyond 300 hrs. per month shall be taken for bid evaluation purposes. However, payments shall be released for actual kms./hrs run beyond 2400 km/300 hrs per month.

18.3 The tender shall be awarded to lowest party for the total scope of work in totality and shall not be spitted in sub sections.

18.4 The rates for call/ daily basis vehicles shall not be considered for the bid evaluation criteria.

19. Acceptance of bid:

19.1 Acceptance of Bid shall be done by the Competent Authority of the Bureau. The Bureau is not bound to accept the lowest or any Bid. The Bureau reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of the Bureau.

20. Process to be confidential

20.1 Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

21. Execution of contract document

21.1 The successful Bidder after deposit of Performance Security is required to execute an Agreement in duplicate in the form attached with the Bid Documents on a stamp paper of proper value. The proper value at present is Rs. 100.00. The Agreement should be signed within 30 days from the date of acceptance of the Bid. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.

21.2 It shall be incumbent on the successful bidder to pay stamp duty, legal and statutory charges for the agreement, as applicable on the date of the execution.

22. Rights of the Bureau

22.1 The Bureau reserves the right to suitably increase/reduce the scope of work put to this Bid. BIS reserves the right to award contract to more than one agency. The contractor will provide the vehicles at the places and time specified by the authorized demanding officer.

22.2 In case of any ambiguity in the interpretation of any of the clauses in tender document or the conditions of the contract, interpretation of the clauses by the Bureau shall be final and binding on all Parties.

23. Notice to form Part of Contract

23.1 Tender Notice and these instructions shall form part of the Contract.

SCHEDULE – 2 Conditions of Contract

1 Definitions:

- a. **‘Annexure’** referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.
- b. **‘Approved’** shall mean approved in writing including subsequent confirmation of previous verbal approval and “Approval” shall mean approval in writing including as aforesaid.
- c. **‘Bid’** means the Contractor’s priced offer to the Bureau for the supply of the vehicles at the specified places and remedying of any defects therein in accordance with the provision of the Contract, the installation and services as accepted by the Letter of Acceptance.
- d. **‘Bureau’** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- e. **‘Commencement Date’** means the date upon which the Contractor receives the notice to commence the supply of services at specified places.
- f. **‘Competent Authority’** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- g. **‘Contract’** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- h. **‘Contract Amount’** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- i. **‘Contractor’** shall mean the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- j. **‘Deputy Director General’** shall mean the Deputy Director General of the Bureau of Indian Standards, Eastern Region, for the time being holding that office and also his successor and shall include any officer authorized by him.
- k. **‘Government’** shall mean the Central Government.
- l. **‘Letter of Acceptance’** means the formal acceptance by the Bureau.
- m. **‘Services’** shall mean the services to be provided to the Bureau by the Contractor as stated in the Contract and shall include other services that are prescribed in the Tender document.
- n. **‘Specification’** means the specification referred to in the tender. In case where no particular specification is given, the relevant specification of the Bureau, where one exists, shall apply.
- o. **‘Tender’** means formal invitation by the Bureau to the prospective bidders to offer fixed price for supply of vehicles on contract basis.
- p. **‘Time for Completion’** means the specified time for providing services or any part thereof as stated in the Contract calculated from the commencement date.

2. Parties to the contract

2.1 The parties to the contract shall be the contractor, whose offer is accepted by the Bureau; and the Bureau.

2.2 The person signing the offer or any other document forming the part of contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damages for such termination.

3. Performance security

3.1 To ensure due performance of the contract, an interest-free Performance Security, for an amount as indicated in Schedule-4, will be obtained from the successful bidder awarded the contract, irrespective of its registration status, etc. Performance Security will be furnished in the form of an Account payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'Kolkata' or a Bank Guarantee as per format indicated in **Annexure-1**.

4. Contract documents (which shall form part of the contract)

4.1 The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the Bureau who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

- a) The Agreement
- b) The Conditions of Contract
- c) Tender Notice and Tender Document
- d) Letter of Acceptance.
- e) Any other correspondence exchanged between the parties in connection with the contract.
- f) The Contractor's Offer

5. Validity of the contract

5.1 The contract shall be valid for a period of three years from the date of signing this Contract. However, the contract will be reviewed quarterly and extended on yearly basis subject to satisfactory performance during the contract period and mutual consent of both the parties.

6. Detailed scope of the work

a) Type of vehicles to be provided

6.1 One No. of Indica Car, with driver, be earmarked for the Bureau during the currency of the contract. The number of vehicles to be hired may increase or decrease

in future depending upon the requirement and that will be intimated to the contractor well in advance.

6.2 In case of non-availability of the vehicles owned by the contractor, the contractor shall provide vehicles owned by others conforming to BIS requirements.

6.3 Upgraded models or higher category cars (of models not older than six years) may also be provided at the same rates, terms and conditions with prior permission of BIS.

6.4 The vehicle shall have necessary permits from the transport Dept. /Authority.

6.5 All legal obligations which include pollution control, road tax & other compliances shall be complied by the contractor & BIS shall not be liable in this regard.

6.6 The vehicle shall have the comprehensive insurance of vehicle, driver and passengers to cover the risk during the contract period. In case of any accident, all the claims arising out of it shall be met by the contractor and BIS shall not be liable for any such claim.

6.7 There shall be a first aid box and air freshener spray in the vehicle.

b) **Requirement with respect to Drivers**

6.8 The essential requirement of the driver of the vehicle shall be as follows:

- a) The driver shall be well conversant about Kolkata/West Bengal routes and have a valid driving licence.
- b) The driver must carry the mobile phone with him for which, no separate payment shall be made by the BIS.
- c) The driver(s) should come on duty in uniform.
- d) One day compulsory rest in a week shall be given to the driver. In the days of rest, if required by BIS, alternate driver will be provided.
- e) The driver shall obey the instructions of the concerned officer using the car and/or GSD in this regard.

6.9 The engagement and employment of drivers and payment of wages etc. to them as per existing provisions of various labour laws and regulations shall be the sole responsibility of the contractor.

6.10 The Contractor shall not deploy any person below the age of 18 years old and more than 45 years old. Manpower engaged for the purpose shall be pre-trained and experienced in requisite field.

6.11 The driver shall not be normally changed unless requested by the using officer or due to weekly rest to the driver.

6.12 The contractor shall provide mobile phone to the drivers at his own cost.

6.13 The Contractor after setting antecedents verified from police authorities shall issue identity cards/identification documents to all its personnel who will be instructed by

the Contractor to display the same. The Bureau has the right to inspect the performance of the personnel deployed by the contractor and order for replacing them if the performance is not satisfactory.

6.14 The Bureau shall have the right, within reason, to have any personnel removed who is considered undesirable or otherwise and similarly the Contractor has no right to remove any personnel without prior approval of the Bureau, emergencies, exempted.

6.15 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.

6.16 Bureau has a right to change the driver, if his performance and behaviour is unsatisfactory/objectionable. The contractor should provide immediate suitable replacement within 24 hours in such an occasion.

c) Other requirements

6.17 The Contractor shall have enough resources to repair their cars in minimum possible time. When required, they shall be in a position to substitute/replace or arrange extra vehicle at very short notices. In case the vehicle is found not to be in working condition, it shall be returned for immediate replacement. In case no replacement is provided on time, BIS shall have a right to hire a vehicle from the market and the additional cost incurred in this regard will be borne by the Contractor.

6.18 The contractor shall maintain the duty slips as recommended by Administration Department, ERO, Kolkata, for the vehicles hired. The duty slips will be signed by the user, which would indicate the opening and the closing meter reading with time and date at the point of starting/ending the journey and purpose of the journey by the user. It should ensure that there is no overwriting in the duty slips. Tampering with the contents of the duty slips would be viewed very seriously. In no case, duty slip without signature will be accepted for payment. Further, a penalty of 10% of the total bill will be levied against the contractor if the purpose of the journey is not clearly mentioned.

7. Obligations of the Contractor

7.1 BIS shall not be liable for any Challan, loss, damage and contravention and violation of Motor Vehicles Act.

7.2 The contractor shall abide by all statutory requirements for running the vehicle on contract and BIS will in no way be liable towards taxes, fee, penalties and salary for drivers, maintenance or any other charges payable.

7.3 In case for any reason, the commercial vehicle is not provided, the liability of not providing such vehicle and running any other vehicle vests with the contractor only.

7.4 The contractor shall be available as and when required on his own direct telephone & mobile no. (office as well as residence) so as to respond to the call for taxies in emergent cases.

7.5 Each vehicle shall have two stickers (pasted on the rear and back side of the car)

‘On duty of Bureau of Indian Standards, Govt. of India’.

7.6 The Bureau shall not in any manner be liable and all statutory liabilities (such as ESI & EPF etc.) as shall be paid by the contractor. The Contractor shall submit to Bureau the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

7.7 The wages/salary of the personnel deployed by the contractor for services in BIS shall be made credited directly in the Bank Account of the individual. The contractor shall submit a proof of the same to the Bureau.

7.8 The Contractor shall produce to the Bureau the details of payment of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

7.9 The contractor shall cover its personnel for personal accident and death whilst performing the duty and the Bureau shall own no liability and obligation in this regard.

7.10 The Contractor shall exercise adequate supervision to ensure performance of services in BIS.

7.11 The personnel of the Contractor shall not be the personnel of the Bureau and they shall not claim and salary or allowances, compensation, damages or anything arising out their deployment/duty under this contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

7.12 The Contractor shall also provide all benefits statutory or otherwise to its personnel and the Bureau shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax and Minimum Wages Laws, Contractor Labour (Regulations Abolition Act) or any other law in force.

7.13 The Contractor shall provide adequately trained and experienced supervisor to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

7.14 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Bureau.

7.15 The Contractor shall have its garage within 10 Kms. from BIS, HQs.

8. Obligation of the Bureau, if any

8.1 Dead Mileage from garage to garage on actual basis will be payable.

8.2 Toll Charges and parking charges shall be paid as per actual on production of authenticated receipts.

9. Payment Terms:

In case of increase/decrease in fuel prices monthly/daily basis payment shall be made after making adjustments in the quoted rates as under:-

$$= 30\% \text{ of the total monthly bill} \times \frac{\text{Increase/decrease in fuel as on 1}^{\text{st}} \text{ day of the month}}{\text{Base rate of fuel}}$$

9.1 The billing will be done on monthly basis; Bill should be neatly typed and submitted in duplicate, in connection with the service to this office in the 1st week of the following month. The payment of bills and other claims arising out of the contract will be made by Account Payee Cheque drawn in the name of the Contractor/credited directly in Bank Account of the Contractor. The payment will be subject to the provisions of the Income Tax Act, 1961 i.e., Tax will be deducted at source with cess/surcharge, at the prevailing rates, from the gross amount of each bill submitted.

9.2 The Bureau reserves the rights to retain and set off against any sum which may be from time to time due to the Contractor under any claim, which the Bureau may have under this or any other Contract/Agreement.

9.3 The agency should abide by all statutory requirements for running the vehicle on contract and BIS will in no way be liable towards taxes, fee, penalties, and salary to drivers, maintenance or any other charges payable except the contract price (including variation in fuel price), parking charges and toll tax, if any.

9.4 Bureau reserves the rights to retain and set off against any sum which may be from time to time due to the Contractor under any claim, which the Bureau may have under this or any other Contract/Agreement.

10. Imposition of fines/penalty (for deficiency in services)/Risk purchase

10.1 If the Contractor fails to deliver or does not perform the Services within the time period specified in the Contract, for the reasons beyond his control, the Bureau shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, as under:-

Sl. No.	Nature of Penalty	Penalty Amount(Rs.)
1	Not reporting at all for duty	5 times of daily rate
2	Older model (other than prescribed model)	30% reduction in quoted rate for each day of default.
3	Unclean or non-road worthiness of vehicle Deployed.	30% reduction in quoted rate for each day of default.
4	Misbehaviour of driver / not followed instruction of BIS.	50% reduction in quoted rate for each incident.
5	For late reporting per occasion.	20% reduction in quoted rate for each day of default
6	Any lapse noticed during operation of contract other than listed in clause of Penalties.	20% reduction in quoted rate per incident.
7	For not providing mobile phone to driver	10% reduction in quoted rate for each day of default.
8	For not mentioning the purpose of journey in duty slip	10% reduction in quoted rate for each day of default

10.2 The decision of BIS, on all types of penalties, shall be final and binding on the firm. Once the penalty amount is reached equivalent to the amount of Performance Security, the Bureau may consider termination of the Contract.

10.3 In case the Contractor fails to provide the requisite quantity of vehicles as stipulated in the delivery schedule, the Bureau reserves the right to hire the same or similar vehicles from alternate sources at the risk, cost and responsibility of the Contractor.

11. Indemnity

11.1 The contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.

11.2 The contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

12. Termination / Suspension of Contract

12.1 The Bureau shall be at liberty at any time to suspend temporarily this Contract on change or compensation by reason thereof giving 24 hours notice in writing the Contractor for breach of any of the terms and conditions of this Contract for insufficient service or misconduct of the Contractor as to which the decision of the Bureau shall be final and the Contractor shall not be entitled to any compensation.

12.2 An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

- (a) In the opinion of the Bureau, the Contractor has repudiated the Contract,
- (b) Without reasonable excuse has failed to commence supply of Services in accordance with this Contract, or failed to provide Services within the time stipulated for completion;
- (c) Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
- (d) Serious discrepancy in the quality of the services is noticed during the inspection.
- (e) If the Contractor is in breach of any law or statute governing the supply of Services;
- (f) The Contractor, in the judgement of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
- (g) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
- (h) The Contractor becomes insolvent;
- (i) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;

(j) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;

(k) The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Bureau.

13. Termination by the Bureau

13.1 It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage, which the Contractor may suffer by reason of such termination, by giving the Contractor 15 days' notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

14. Contractor's right to terminate

14.1 If the Contractor decides to terminate the contract before the end of contract period, the Contractor has to give an advance intimation of at least 60 days.

14.2 If the Contractor terminates the agreement without prior notice of 60 days, then the entire security deposit will be forfeited.

15. Force Majeure Clause:

15.1 If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Deputy Director General, Eastern Region of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Deputy Director General, Eastern Region which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Bureau may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Bureau elect to retain.

16. Corrupt or Fraudulent Practices

16.1 The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:

(a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the hiring process or in contract execution; and

(b) “fraudulent practice” means a misrepresentation of facts in order to influence a hiring process or a execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.

16.2. The Bureau shall reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; The Bureau shall deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

17. Confidentiality

17.1 The contractor shall not divulge or disclose proprietary knowledge obtained while delivering services under this contract to any person, without the prior written consent of the Bureau.

18. Publicity

18.1 Any publicity by the contractor in which the name of the Bureau is to be used, should be done only with the explicit written permission of the Bureau.

19. Disputes & Arbitration

19.1 The Bureau and the contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

19.2 If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Deputy Director General, BIS, ***ERO, Kolkata.*** The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

20. Mode of serving Notice

20.1 Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

20.2 All notices shall be issued by the authorized officer of the Bureau unless otherwise

provided in the contract. In case, the notice is sent by registered post to the last known place or abode or business of the contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

21. Governing language

21.1 Governing language for the entire contract and communication thereof shall be English only.

22. Law

22.1 The contract shall be governed and interpreted under Indian Laws.

23. Legal Jurisdiction

23.1 No suit or other proceedings relating to performance or breach of contract shall be filed or taken by the contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Kolkata only.

24. Stamp Duty

24.1 The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

SCHEDULE – 4: DETAILS OF TENDER DOCUMENT

1. **Proposed validity of the rate contract:** Three Years. However, the contract will be reviewed on quarterly basis and extended every year subject to the satisfactory services of the firm and on the mutual consent of both the parties.

2. **Availability of Tender Documents:**

Place: Administration Department 4th floor of BIS, ERO, Kolkata
website: www.bis.org.in/www.eprocure.gov.in

Period: 22nd December 2014 to 22.01.2015 up to 1500 h

3. **Method/manner for Submission of Bids:** An envelope super-scribing “**Tender for Security Services at BIS HQs**” having two envelopes containing “**Technical Bid**” and “**Financial Bid**” must bear the name & address of the party & shall be addressed to “**Deputy Director (Administration & Finance)**” Bureau of Indian Standards, 1/14. CIT Scheme-VII-M, V.I.P. Road Kakurganchi, Kolkata-70054., the bid shall reach in the office of the Deputy Director (A&F), Bureau of Indian Standards, 1/14. CIT Scheme-VII-M, V.I.P. Road, Kakurganchi, Kolkata - 700054.

4. **Earnest Money Deposit:** Rs. 10,000/-

5. **Performance Security Deposit:** 5% of the total annual value of the award of contract.

6. **Validity of Bids:** 180 days from opening of technical bid.

7. **Opening of Bids:** Technical Bids shall be opened at 1530 h on 22nd January 2015 (Thursday) in the office of the Deputy Director (Administration & Finance), Bureau of Indian Standards, **Conference Hall, BIS, ERO, Kolkata**. Date of opening of financial bid shall be decided after technical evaluation of the bid.

8. **Authorized Officer on behalf of the Bureau for this tender/contract:** **Sh. V. Agarwal, Deputy Director (Administration & Finance)**

SCHEDULE – 5: PRICE SCHEDULE

Ref. No. _____

To
Deputy Director (Administration & Finance)
BUREAU OF INDIAN STANDARDS
1/14. CIT Scheme-VII-M V.I.P Road
Kakurganchi, Kolkata-700054

- i) **Description/Brief Specification of the services : As per Schedule-1**
- ii) **Monthly basis rates:**

Sl. No.	Particulars	Price (Per vehicle)
01	SUMO or other Equivalent SUVs = Requirement as per need.	
	Rate of monthly hiring (2400 kms per month & 300 hrs per month, driven on Petrol/diesel/CNG.	
	Extra charges per kms for journeys beyond 2400 kms.	
	Extra charge per hour for the detention beyond 300 hrs. per month.	
02	Indica Car of Mid Segment: Ford Icon/Hyundai Accent/Tata Indigo/Maruti Esteem or other equivalent = Requirement as per need.	
	Rate of monthly hiring (2400 kms per month & 300 hrs per month, driven on Petrol/diesel/CNG.	
	Extra charges per kms for journeys beyond 2400 kms.	
	Extra charge per hour for the detention beyond 300 hrs. per month.	
03	MarutiVan/Maruti Suzuki EECO = Requirement as per need.	
	Rate of monthly hiring (2400 kms per month & 300 hrs per month, driven on Petrol/diesel/CNG.	
	Extra charges per kms for journeys beyond 2400 kms.	
	Extra charge per hour for the detention beyond 300 hrs. per month.	

Daily Basis/Need Based Rates :

Sl. No.	Particulars	Price
01	SUMO or other Equivalent SUVs = Requirement as per need	
	Daily basis upto 40 Kms., 4 hours (Half Day)	
	Daily basis upto 80 Kms., 8 hours (Full Day)	
	Charges for Extra Kilometer/(per Km) for Vehicle	
	Charges for extra time beyond 08 Hrs. (Per Hour)	

	Night stay charges (Per night) Local	
	Outstation Journey	
	Charges for 200 Kms and 24 hours	
	Night Stay Charges per night	
02	Indica Car of Mid Segment: Ford Icon/Hyundai Accent/Tata Indigo/Maruti Esteem or other equivalent = Requirement as per need	
	Daily basis upto 40 Kms., 4 hours (Half Day)	
	Daily basis upto 80 Kms., 8 hours (Full Day)	
	Charges for Extra Kilometer/(per Km) for Vehicle	
	Night stay charges (Per night) Local	
	OUTSTATION JOURNEY	
	Charges for 200 Kms and 24 hours	
	Night Stay Charges per night	
03	MarutiVan/Maruti Suzuki EECO = Requirement as per need	
	Daily basis upto 40 Kms., 4 hours (Half Day)	
	Daily basis upto 80 Kms., 8 hours (Full Day)	
	Charges for Extra Kilometer/(per Km) for Vehicle	
	Night stay charges (Per night) Local	
	OUTSTATION JOURNEY	
	Charges for 200 Kms and 24 hours	
	Night Stay Charges per night	
04	Indica Car of Higher Segment = Requirement Need based (SX4/Honda City/Innova)	
	Daily basis upto 40 Kms., 4 hours (Half Day)	
	Daily basis upto 80 Kms., 8 hours (Full Day)	
	Charges for Extra Kilometer/(per Km) for Vehicle	
	Night stay charges (Per night) Local	
	OUTSTATION JOURNEY	
	Charges for 200 Kms and 24 hours	
	Night Stay Charges per night	

I/We give an undertaking that I/we have read the Bid document and understood all terms and conditions for the supply of the vehicles and agree to abide by these terms and conditions.

Name and Signature of the Firm/Company

Seal of the Firm/Company

Date:

Place:

SCHEDULE - 6: CONTRACT FORM

AGREEMENT

THIS AGREEMENT made on this _____ day of (Month) 2015 between M/s _____ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the Bureau of Indian Standards, 1/14, CIT Scheme-VII-M V.I.P Road, Kakurganchi, Kolkata-700054 (hereinafter referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a transporter (Details of business)

AND WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau intends to purchase _____ on rate contract basis, therefore, invited bids through *Open or Advertised / Limited / Single Tender enquiry* dated _____

WHEREAS the Contractor (successful bidder) submitted his bid vide _____ in accordance with the bid document and was selected as 'successful bidder' pursuant to the bidding process and negotiation on contract prices, awarded the 'Letter of Acceptance' (LoA) No. _____ to the Contractor on _____.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in :

“Schedule-2 (Conditions of Contract) of Tender Document”.

(Signature of Contractor/
Authorized Representative)

(Signature of Authorized Officer of the Bureau)

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

Seal of the Firm/Company

Seal of the Bureau

Witness:

Witness:

(Signature)

(Signature)

Name of Witness _____

Name of Witness _____

Address _____

Address _____

SCHEDULE - 7: OTHER STANDARD FORMS, IF ANY, TO BE UTILIZED BY THE PURCHASER AND THE BIDDERS.

1.	Annexure-1	FORM OF BANK GUARANTEE BOND
2.	Annexure-2	DETAILS TO BE FURNISHED BY THE BIDDERS
3.	Annexure-3	DETAILS OF THE SIMILAR TYPE OF VEHICLES PROVIDED BY THE BIDDER DURING LAST 3 YEARS
4.	Annexure-4	DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS

Annexure –1

FORM OF BANK GUARANTEE BOND

1. In consideration of Bureau of Indian Standards (hereinafter called 'The BUREAU') having agreed to exempt _____ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement of security deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.

(Rupees _____ Only) we,
_____ (hereinafter referred to as
(indicate the name of the bank)

'the bank') at the request of _____
[(Contractor (s) do hereby undertake to pay the Bureau an amount not exceeding Rs. _____ against any loss or demand caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We _____ do hereby
(indicate the name of the bank)

undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We, undertake to pay to the Bureau any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.

4. We, _____ further agree that the Guarantee

(indicate the name of Bank)

herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the Bureau (Administration Department) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.

5. We further agree with the Bureau that

(indicate the name of Bank)

the Bureau shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bureau against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the Bureau or any indulgence by the Bureau to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s) / Supplier (s).

7. We, lastly undertake not to revoke this

(indicate the name of bank)

guarantee during its currency except with the previous consent of the Bureau in writing.

Dated the day of20

For

(indicate the name of bank)

Annexure-2

DETAILS TO BE FURNISHED BY THE BIDDERS

1. Name of the Firm/Company:
2. Class of Registration with validity date:
3. Value of Registration:
4. Address for Communication:
5. Telephone No.:
6. E-mail:
7. Details of Proprietor/Partner/Director

Name	Address	Qualification and Experience

8. Annual Turnover of the Firm/Company during previous three Financial Years for the work/job of similar nature (Certified copies of audited Balance Sheet to be submitted):

Financial Year	Annual Turnover (Rs.)	Copies of audited Balance Sheet enclosed (Yes/No)
Previous Financial Year (Y-1)		
2 nd Previous Financial Year (Y-2)		
3 rd Previous Financial Year (Y-3)		

9. PAN, TIN Number of the Firm/Company :
10. Service Tax Registration No.:
11. EMD Draft Number/Date & Name of the Bank:

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. Further, it is certified that I/We have read and understood the terms and conditions of the Tender Notice.

I/We give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

Name and Signature of the Firm/Company

Seal of the Firm/Company

Dated:

Place:

Annexure –3

Details of the Work/Service done of similar nature in the last three (03) financial years

Name of the Bidder:

Year	Model and Make of vehicles supplied	Name & Address of the customer	Value of the Contract	Remarks

Note: - The turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed

Annexure-4

Declaration regarding black-listing and/ or litigations

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partners/directors anywhere in India.

Date the day of 201

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company