

E - TENDER NOTICE

Tender Ref No: HBO/Tender Hiring Cars/2014

Tenders are invited from the eligible Agencies for **HIRING OF CARS** for BIS office at 1st floor, M-4 Block, Manoranjan Complex, M.J. Road, Hyderabad. Last date for receipt of sealed tender is 14-05-2014. For further details, see website of BIS i.e. www.bis.org.in or may contact on Phone 040-24731087

Sd/- Section Officer (Admin & Accts), Bureau of Indian Standards, Hyderabad.

**BUREAU OF INDIAN STANDARDS
(Hyderabad Branch Office)**

Our Ref: HBO/Tender Hiring Cars/2014

17 April 2014

**NOTICE INVITING QUOTATIONS FOR HIRING OF CARS FOR
BUREAU OF INDIAN STANDARDS, HYDERABAD BRANCH OFFICE**

Bureau of Indian Standards (BIS), Hyderabad Branch Office, Hyderabad invites Sealed Tender in two bid system from registered/ reputed agencies/firms for Annual Rate contract for **HIRING OF CARS** Diesel/Petrol driven/CNG **ON REGULAR BASIS or as and WHEN REQUIRED basis FOR A PERIOD OF ONE YEAR** from the date of Agreement of the contract.

Sealed Tender-Technical bid and Commercial bid - filled in the specified proforma along with envelope of Earnest Money Deposit (EMD) shall be sealed in two separate envelopes and these two envelopes shall be contained in a large envelope Super scribed “ **Tender for Annual Contract for Hiring of Car** “addressed to **Section Officer (Admin & Accts)**, Bureau of Indian Standards, Hyderabad Branch Office, **1ST FLOOR, M-4 BLOCK, MANORANJAN COMPLEX, APHB BUILDING, M.J. Road, HYDERABAD – 500 001** shall reach latest **14th May, 2014, 17:00 hrs.** Specified proforma along with all terms and conditions may be downloaded from our website at www.bis.org.in

The Tender shall be in Two Bid Systems ie. 1) Technical Bid and 2) Commercial Bid. The amount of EMD (Bid Security) is Rs. 10000.00 (Rs. Ten Thousands only) towards in the form of Demand Drafts or Bankers Cheques (separate ones) drawn in favour of Bureau of Indian Standards payable at Hyderabad shall be put in a separate envelope. The Demand Draft/Bankers' Cheque shall be valid for at least 3 months. The Technical Bids shall be opened on **15th May, 2014 at 15:00 hrs** at the above address by the Committee authorized by this office and in the presence of such tenderers or their authorized representative who may wish to be present. **The Competent Authority reserves the rights to cancel any or all the tenders without assigning any reason.**

Signature

Place: Hyderabad

Name: P. Arundhati
Designation: Section Officer
(Administration & Accounts)

Date: 17th April, 2014

Annexure I

Sub: Notice Inviting Tender for "Hiring of Cars"

1. Parties: The parties to the Contract will be contractor who will be providing the cars services and the Bureau of Indian Standards (BIS), Hyderabad Branch Office (HYBO), Hyderabad who would be availing the services.

2. Addresses: For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address and contact number(s) by a separate letter sent by Speed post/registered post with acknowledgement due to the Bureau of Indian Standards (BIS), Hyderabad Branch Office, Hyderabad), a. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address and/or contact number(s) in the aforesaid manner.

3. Earnest Money: Earnest Money of Rs. 10,000/- (Rupees Ten Thousand only) in the name of Bureau of Indian Standards, payable at Hyderabad , in the form of Demand Draft of any Nationalized Bank must be deposited by bidders along with duly filled up tender document. The Earnest Money Deposit of the successful bidder shall be refunded after receipt of Security Deposit and the Earnest Money of the unsuccessful bidders will returned within 30 days after award of the contract. No interest will be paid on Earnest Money by BIS till the entire process of award of contract is completed.

3.1 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the Earnest Money will be forfeited.

3.2 No request for transfer of any previous deposit of Earnest Money or Security Deposit or adjustment against any pending bill(s) will be entertained.

3.3 The tender without Earnest Money will be summarily rejected.

4. Security Deposit: Security Deposit of Rs. 30000/- (Rs. Thirty Thousand only) in the name of Bureau of Indian Standards, payable at Hyderabad, in the form of Demand Draft of any nationalized bank must be deposited by the successful bidder.

5. Preparation and submission of Tender: The tender should be submitted in two parts namely, Technical Bid (in form given in **Annexure-III**) along with Earnest Money Deposit and Commercial Bid (in form given in **Annexure-IV**) and each should be kept in a separate adequately sealed cover. Both the bids should be kept in another sealed cover addressed to Section Officer (Admin & Accts), BIS, Hyderabad. The sealed envelope containing both i.e. Technical & Commercial bids should bear the address, Tender Number and date, subject of the tender. The inner envelopes should superscripted with - “Technical Bid for hiring Cars” or “Commercial Bid for hiring Cars”.

6. Signing of Tender: The individual signing the tender or other documents connected with contract must specify whether he signs as:-

(a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.

(b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute the document.

(c) Director(s) or Principal Officer of the Company duly authorised by the Board of Directors of the Company, if it is a Company.

7. Technical Bid: The Technical bid should be submitted in form given in **Annexure-III** along with the EMD of Rs. 10,000/- (Rupees Ten Thousand only) along with registration particulars (registration and recognition of firm as a Car or local transport service) provider, copy of PAN Number issued in favour of the firm, full details of the numbers of cars (or similar type of vehicles registered as Car) registered in the name of the bidder or his firm with photocopies of RCs, insurance details, Service Tax Registration number, Experience Certificate. IT Clearance Certificate, certificate of turnover of Rs.5.00 Lakhs and other information sought in Annexure-II.

8. Commercial Bid: The Commercial Bid should be submitted in the form given in **Annexure-IV** in a separate sealed cover kept inside the main cover. The Commercial Bids of those tenderers, who are found technically competent/eligible, will be opened on a specified date and time.

8.1 Terms of payment as stated in the Tender Documents shall be final. The taxes liable would be deducted at source as per Government rules and guidelines, if any, will be prevailing at the time of payment.

9. Validity of the Bids: The bids shall be valid for a period of one year from the date of opening of the tender.

10. The Tender received through post

In case any tender is received after the stipulated date and time, the same will not be accepted and rejected the same without any further intimation to the bidder. The responsibility for timely submission of the tender by the stipulated date and time shall lie on the bidder.

11. Opening of Tender: The technical and commercial bids will be opened by the Tender opening & evaluation Committee of BIS, Hyderabad Branch Office at 1530 hrs on 15th May 2014 at this office. The sealed envelope containing both technical and financial bids will be opened in the presence of tenderers who may wish to be present at the time of receiving and opening of the technical bids. The unsealed envelope containing the bids will not be opened and rejected. The bidder is at liberty either himself or authorize, not more than one representative to be present at the time of opening of the tender. The representative attending during opening of the tender on behalf of the bidder should bring with him a Letter of Authority from the tenderer and proof of identification.

12. Criterion for Evaluation of Tender: After the opening of the technical bid, the same will be evaluated by a committee. In case the committee decided for seeking further information/clarification, the same shall be provided by the bidder. Those bids which meet the technical requirements, the financial bid of such qualified bidders will be opened on a specified date and time by the committee. The bidder is at liberty to be either present himself or authorize, not more than one representative to be present at the time of opening of the financial bid. The Bids will be opened by a committee in the presence of the representative of the bidders who may wish to be present on that day.

12.1 The contract will be awarded to the lowest eligible tenderer and will commence from the date of signing of the Agreement given at **Annexure V** indicated in the terms and conditions. The contract will be for a period of 12 months which may be further extendable up to one year (or maximum of three years from award of contract/signing of agreement), if the performance/service is found satisfactory.

13. Right of Acceptance: The Bureau of Indian Standards reserve all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind it to accept the lowest or any specific tender. The decision of the Competent Authority of BIS in this regard shall be final and binding. Any failure on the part of the bidders to observe the prescribed procedure and any attempt to canvas for the work will prejudice the tender submitted by the tenderer.

13.1 Tenders not in conformity with the prescribed terms and conditions will stand disqualified.

14. Communication of Acceptance: Successful bidders will be informed of the acceptance of his bid. EMD of the successful bidder will be refunded after deposition of security deposit as mentioned in Clause 4 above and the same will be returned after successful expiry of the contract.

15. Signing of the Agreement by the successful bidder who have been awarded the Contract for providing cars by the Competent Authority of the Bureau

He/She shall have to sign the contract agreement on a non-judicial stamped paper of Rs.100.00; a copy of the contract agreement is given at **Annexure V**. Any failure on the part of the bidder for not signing the contract agreement or fulfilling the conditions as provided in the tender contract will be dealt as per Clause 16 of the Tender Agreement. After signing of the Agreement the bidder will be addressed as “Contractor”.

In case the bidder after awarding of the contract fail to sign the contract agreement within a period of 30 days, the offer of the award of contract will be cancelled without any extension.

16. Penalty: In case of breach of any conditions of the contract as losses caused including excess cost due to hiring of Car from the market in the event of Contractor failing to provide requisitioned Cars or not providing Cars, the Bureau shall make deductions at double the rate of hiring rate on pro rata from the pending/up coming bills of the contractor.

17. Breach of Terms and Conditions: In case of breach of any of the terms and conditions mentioned above, the Registrar will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Bureau in that event and the security deposit will be forfeited.

18. Sub-letting of Work: The firm shall not assign or sublet the work or any part of it to any other person or party.

19. The tender will not be transferable.

20. Termination of the Contract

Either the party can terminate the contract by giving sixty days’ **notice**.

21. Terms of Payment: No payment shall be made in advance.

Annexure-II

PARAMETER AND TECHNICAL SPECIFICATION

Sub: Notice Inviting Tender for “Hiring of Cars”

PART-I

ELIGIBILITY CRITERIA/PARAMETERS AND TECHNICAL SPECIFICATIONS FOR HIRING OF CARS

1. The Agency/Firm etc should be serving at least one Govt. organization/PSU/Public Limited Company on regular basis at present and should own at least 03-05 Cars and the list of Cars along with photocopies of registration book (for confirmation that Cars are in the name of the Firm/agency) should be attached with the tender.
2. Cars to be provided by the Contractor should not be more than six years old and in perfectly sound running condition i.e. suitable for use by the Officers/Officials of BIS.
3. Only such Agency/Firm may apply whose Cars have been duly authorized by the concerned RTO (i.e. the vehicles should be registered as Cars) for use as public transport and who have telephone and mobile connections available at their Premises/Garage/Stands/ Office/in-person from where such Cars are to be operated and can be requisitioned by the Bureau.
4. The firm should abide by all labour laws as applicable from time to time.
5. (i) The firm should ensure that the drivers employed hold valid driving license, are in uniform, well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as with the security instructions.

(ii) The firm should ensure that none of the driver has any criminal/legal case pending against him in any police station or court of law.

(iii) Each driver employed by the firm must have a cell-phone duly activated and shall wear uniform while on duty.

(iv) No mileage will be allowed for lunch/tea etc. to the driver. The drivers are not allowed to take hired vehicles for their personal lunch and/or tea during duty hours.

(v) The service provider and the drivers should ensure that each vehicle is neat and clean, as well as operationally fit (i.e. with no known fault) and sufficient fuel when on duty.

(vi) Each driver should preferable be able to understand English /Hindi and/or the local language.

(vii) The time and distance in respect of hired cars will commence and terminate either from/to the Bureau of Indian Standards, M J Road, Hyderabad or the residence of the officer(s)/official (s) located in Hyderabad.

ANNEXURE- III
TECHNICAL INFORMATION

Sub: **Tender for “HIRING OF CARS”**

- Name of the Tenderer/Concern: _____
- Address (with Tel & Mob No) _____
- Address and telephone number: _____
- Nature of the concern _____

Sole proprietor or Partnership firm or a Company or a Government
Department or a Public Sector Organization) (Attach proof).

- Registration Number of the Firm _____
(attested photocopy of registration should be attached)

(i) PAN Number of Tenderer/Concern: _____

(attested copy should be attached)

(ii) Service Tax Registration No. _____

Earnest money/demand draft No. _____ dated _____ from

Bank. Name _____ Amounting to Rs. _____ as earnest
Money deposit.

- Annual turnover of firm _____ (attach proof)
- Income Tax Clearance Certificate (attach certified copy)
- Service Tax Registration Number (attach certified copy)
- Whether each page of Tender and Annexures have been signed and stamped. Yes/No.
- List of Important Organizations with address and Telephone number to whom services have been provided during the last three years with period of contract to be enclosed.
- Registration Nos of Cars together with make, year of purchase and kms run along with photocopies of registration book & valid insurance should be attached in a separate sheet.

- Any other information important in the opinion of the tenderer.

Dated: _____

(Authorised Signature)

Seal of the firm

Annexure IV

COMMERCIAL INFORMATION (FINANCIAL BID)

Tender for "Hiring of Cars"

- Rate (all inclusive including all taxes and levies except service tax and parking charges) for Hire Cars as indicated below:
- The Cars proposed to be hired should be convenient to carry Product samples such as Plastic Pipes/Cement/Steel/Packaged Drinking Water containers/other Miscellaneous products etc. since most of the BIS officials may bring samples along with them (approx.50 kgs) during their visits**

Particulars of vehicle along with Registration No. / Year	Rate for (6 hrs. or 40 kms.)	Rate for (8 hrs. or 80 kms.)	Rate for 12 hrs. or 80 kms.)	Rate for Additional kms.	Rate for Additional Hrs.	Monthly hiring rate
Tata Indica i) (AC) ii) (Non-AC)						
Decent Vans i)(AC) ii)Non-AC						
Tata Indigo i) (AC) ii) (Non-AC)						
Travera/Qualis /Innova/Tata Sumo i) (AC) ii) (Non-AC)						
Any Other model(s) not mentioned above						

3. Any other information.

Date:

Signature of Tenderer/Bidder

Place:

Name -----

Stamp -----

ANNEXURE- V

AGREEMENT

(To be made on Rs.100.00 Non-Judicial Stamp Paper)

This Agreement is made at _____ on this _____ day of _____ between Bureau of Indian Standards (BIS), Hyderabad Branch Office, 1st Floor, M-4 Block, APHB Building, Manoranjan Complex, M.J. Road, Hyderabad - 500001, hereinafter called the party of the 1st part and M/s _____ (contractor) hereinafter called the party of the 2nd part;

Whereas the party of the 2nd part has agreed to render the services of hired cars to the party of the 1st part for a period of one year w.e.f _____ on the terms and conditions mutually agreed upon as under:

- The vehicles supplied by the firm on hiring basis to this office, shall not be in any case more than 6 years old.
- (i) Cars to be provided by the firm shall be in perfectly sound working condition and suitable for use by Senior Officers/Official of BIS.
(ii) The firms should have at least 3 Nos. of cars to be provided for hire car. A back

up of minimum of 3 cars shall also be ensured by the firm.

(iii) Firms shall have sufficient number of drivers having experience of driving in Hyderabad/R.R. Dist. and surrounding states.

iv) The Cars provided to the officers for travel shall also be used for carrying product samples along with them, such as plastic Pipes/Cement /Steel/ Packaged Drinking Water Containers, other Miscellaneous products etc.

- All the legal formalities such as registration with RTO, insurance formalities etc shall be completed in all respect of all the vehicles provided to this office by the firm.
- (i) The firm should ensure that the drivers employed hold valid driving license, are well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes as well as security instruction.
(ii) Each driver employed by the firm must have a cell-phone duly activated.
(iii) Each driver shall wear uniform while on duty in this office, failing which a penalty shall be imposed at the discretion of the competent authority of this office.
(iv) No mileage will be allowed for lunch/tea of driver. Driver should carry his lunch.
(v) Only drivers having sufficient experience of driving in Hyderabad and surrounding states shall be deployed to the office of the Bureau of Indian Standards. The firm should inform in advance the bio-data of all drivers who would be deployed for BIS duty.
(vi) The firm shall have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
(vii) The time and distance in respect of hired cars will commence and terminate from BIS office.

(viii) While the office of the Bureau of Indian Standards has a regular requirement for hiring of Cars, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire cars from any other provider of such services even during the period of contract. Revision of rates will not be entertained during the period of contract.

(ix) The firm shall be experienced in providing fleets for events, delegation's meetings and conferences etc.

(x) The firm should have a provision to take bookings 24 hours in 7 days.

(xi) The firm shall ensure that each of the drivers carries a Driver's Log Book. The Log Book is filled by the driver daily, on a regular basis, giving details of each of the place visited, starting from the originating place. Countersigned by the official used the hired vehicle.

b) The firm, shall ensure that the drivers carries Trip sheet/Log Book and the same should be neatly and legibly filled on giving the details such as date, starting time of booking, closing time of booking at BIS, places visited, starting Km reading, closing Km reading, booking given by BIS officials, driver name, driver's cell-phone numbers, driver signature, BIS official's counter signature in closing the service provided time; failing which the Firm shall have no right to whatsoever to claim the charges for the services provided for the respective days.

5. (i) "Full Day" would imply a run of the Cars upto 80 Kilometres and /or hours 12 hours duration.

(ii) "Half Day" would imply a run of the Cars upto 40 Kilometres and/or 6 hours duration.

6. The firm shall provide cars which are so duly authorized to run/operate as cars by the transport department or police deptt. or regulating agencies. Requirement of all licensing in this regard, whatsoever, would be the responsibilities of the firm. Cars to be provided by the firm shall use only legally authorized fuel in running the Cars.

7. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes. However, parking fee/toll tax, whenever applicable shall be borne by BIS subject to submission of tax/toll paid

receipt(s).

8. Performance Security Deposit: The firm shall furnish Bankers Cheque/Demand Draft of 10% of contract value in favour of Bureau of Indian Standards payable at Hyderabad towards Performance Security Deposit within 7 days of the date of acceptance of tender.

8.1 The Bankers Cheque/Demand Draft submitted towards EMD/Security Deposit shall be forfeited by order of the BIS in the event of any breach or negligence or non-observance of any terms & conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bankers Cheque/Demand Draft as may be considered by the BIS to cover any incorrect or excess payments made on the bill to the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

9. Penalty:

(a) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of cars from the market in the event of Contractor failing to provide requisitioned number of cars or not providing cars, the office shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract from the Security Deposit or may be demanded from him to be paid within seven days to the credit of the BIS.

(b) The powers of the BIS, Hyderabad Branch Office, Hyderabad, under this condition shall in no way affect or prejudice the powers to terminate the contract as herein provided, nor affect forfeiture of deposit mentioned under Clause 13.1 above.

10. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the Security Deposit in the form of

Bankers Cheque/Demand Draft shall be encashed.

11. Sub-letting of Work: The firm/agency shall not assign or sublet the work or any part of work to any other person or party.

12. Terms of Payment:

12.1 No payment shall be made in advance nor any loan from any Bank or Financial Institution recommended on the basis of the order of award of work.

12.2 The firm shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment and payment shall be made on monthly basis only.

The Firm shall raise the invoice to BIS within first week of the succeeding months for the service provided for the month and the payment shall be made on monthly basis only. All payment shall be made through NEFT/ECS only in accordance to RBI guideline from time to time. All monthly payment to Firm by BIS shall attract 'Tax deductions of sources' in accordance with the GOI guidelines from time to time.

12.3 All payments shall be made by NEFT/RTGS only in accordance with RBI guidelines from time to time. All monthly payment to the firm shall attract 'Tax deduction at sources' in accordance with GOI guidelines from time to time.

The BIS shall retain the 'Performance Security Deposit' amount to recover excess payment or incorrect payment made to firm on any of the bill until the final audit report on the account of BIS has been finalised.

12.4 BIS shall deduct at double the rate of hiring rate of the services to be provided by the Firm in the event of any loss caused due to non-provision of vehicles/car at the required times.

12.5 On mutual consent between the BIS and Firm, this contract could be extended for further period of one year with same terms and condition and rate will be negotiable.

12.6 Office of BIS, Hyderabad Branch Office, Hyderabad shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding Para/s.

12.7 The term 'payment' mentioned in the Para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

13. The tender will not be transferable.

14. Termination of the Contract

Either the party can terminate the contract by giving sixty days' **notice**.

15. Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts at conciliation do not yield any results within a period of 30 days, either party may request the other for submission of the dispute for decision by an arbitral tribunal containing a sole Arbitrator to be appointed by HHYBO of BIS. The arbitration proceedings shall take place in office of the BIS, Hyderabad Branch Office, Hyderabad The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

In case of any dispute between the Agency and BIS, HBO, Hyderabad Competent Authority of

BIS, shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Hyderabad.

In witness whereof, we the parties to this deed have put our hands and signatures to these present on the day and year first mentioned as token of execution of this deed.

For Bureau of Indian Standards

(1st party)

(2nd party)

(M/s. _____)

Witnesses:

1.

2.

