

**BUREAU OF INDIAN STANDARDS**  
**Plot No. 4-A, Sector 27-B,**  
**Chandigarh-160019**

**TENDER NOTICE**

Bureau of Indian Standards invites sealed bids, *under two bid system (Technical bid and Financial bid)* for providing vehicles (*sedan cars/Premium Sedan*) 03 on **monthly as well as daily basis (Need Basis)**, from eligible bidders.

**2.** The blank Tender document is available from 14.02.2020 to 05.03.2020 during the office hours. The Tender document can also be downloaded from [www.bis.org.in](http://www.bis.org.in).

**3.** The bid can be submitted in the manner indicated in the tender document on or before 05.03.2020 at 13:00 hrs (date and time). The Bureau reserves the right to reject any or all the bids without assigning any reason.

(Heera Lal Meena)  
Assistant Director (A&F)

# TENDER DOCUMENT

## SCHEDULE - 1: INSTRUCTIONS 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 providing 03 **No. of sedan/Premium Sedan cars** on **monthly basis as well as daily** basis as specified in the **Schedule-3**.

### 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](http://www.bis.org.in)).

2.3 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:** The language of the Bid shall be in English/Hindi and all correspondence, etc. shall conform to the English/Hindi language.

### 4. Pre-bid Conference:

4.1 A Pre-bid conference of all intending Bidders will be held at the scheduled date and time indicated in the **Schedule-4**. Intended Bidders will be allowed to seek clarification, if any.

4.2 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.

### 5. Validity of Bids:

5.1 The Bids will be valid for a period Indicated in **Schedule-4** from the date of its opening.

### 6. Earnest Money/ Bid Security:

6.1 The Bidder shall deposit with the Bureau a sum indicated in the **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, 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 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 disentitled to submit a 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 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.

## **7. Eligible Bidders**

7.1 Only those Bidders, who fulfill the eligibility criteria as mentioned in the **Schedule-4**, are eligible to submit their Bids for providing vehicles.

## **8. Rates how to be quoted**

8.1 The bidder is expected to work out his rates keeping in view the technical specifications & 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.

## **9. Manner of Submission of Bid**

9.1 The complete Bid will be received as indicated in the **Schedule-4**, by depositing the same through the Bid Box or by mail which reaches the specified place before the specified time. Mail includes Speed Post, Registered Post.

9.2 E-mail or fax offers will be rejected.

## **10. Last Date for Submission**

- 10.1 Sealed Bids shall be received at the address specified above 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.
- 10.2 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.

## **11. Modification and Withdrawal of Offer**

- 11.1 The Bidder may withdraw its offer after its submission, provided that written notice of withdrawal is received by the Bureau prior to the closing date and time prescribed for submission of offer.

## **12. Contents of Bid Document**

- 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 the "Hiring of vehicles on monthly/daily basis" as mentioned in the **Schedule-4**.
- 12.2 The envelopes shall contain the following:

***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 in the form of demand draft;
- (c) Attested copy of valid registration certificate of vehicles;
- (d) Pan Card;
- (e) GST registration;
- (f) Audited accounts for the two years;
- (g) Turnover of Rs.5.50 Lakhs/year during the last 3 years (Period: from year 2016 to year 2019) in transport business;
- (h) Details with regard to name of proprietors/partners, address for communication, telephone number, e-mail etc. (**Annexure-2**);
- (i) A statement showing the Model & type of vehicles and magnitude of Work/Service done in the last three (3) years (from January 2016 to December 2019) (**Annexure-3**);
- (j) A declaration regarding black-listing and/ or litigations (**Annexure-4**)

**Envelope No.2 (Financial Bid):** This envelope shall contain segment-wise price for the vehicles to be hired on monthly/daily basis as per **Schedule-2**, duly filled in and initialed on each page and signed by the Bidder at prescribed places of the Bid.

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

**13. Other Important Points to be noted by the Bidder**

1. (a) The Financial Bid shall be inclusive of all taxes including Vehicle tax, road tax etc, etc. to be paid by the Bidder for the vehicles to be provided at specified places and claim for extra payment on any such account shall not be entertained. BIS will in no way be liable towards penalties, cost of fuel, and salary to drivers, maintenance or any other charges payable except the contract price, parking charges and toll tax, if any. All legal obligations which include insurance, pollution control etc. & other compliances shall be compiled by the contractor & BIS will not own any responsibility in this regard.
- (b) The Financial Bid should be written both in words and figures at appropriate places.
- (c) No alterations and additions anywhere in the Bid Document are permitted. If any of these are found, the Bid may be summarily rejected. (The Bidder should get its doubts cleared during pre-bid conference only if provided in the Bid. In case no pre-bid meeting is to be held, the Bidder should seek clarification of any doubt in writing seven (7) days before the last date for receipt of Bids).
- (d) 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 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.
- (e) 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.
- (f) The Bidder shall submit the Bid which satisfies each and every condition laid down in **Schedule-4**, failing which the Bid shall be liable to be rejected. **Conditional Bids will be rejected.**

**14. Corrupt or Fraudulent Practices**

- 14.1 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 procurement process or in contract execution; and

(b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement 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.

14.2. 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.

## **15. Opening of Bid**

15.1 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. Process to be Confidential**

16.1 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.

## **17. Shortlisting of Bidders**

17.1 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.

## **18. Opening of Financial Bids**

18.1 The Bureau shall open Envelope No.2, on notified date, and the rates quoted by the bidder in price schedule (**Schedule-3**) shall then be read out.

## **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. Performance Security**

- 20.1 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 'Chandigarh' or a Bank Guarantee as per format indicated in **Annexure-1**.

## **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/-. The Agreement should be signed within 10 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 in Schedule-3.
- 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:

- 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.
- ii) **‘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.
- iii) **‘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.
- iv) **‘Contract Amount’** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- v) **‘Competent Authority’** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- vi) **‘Government’** shall mean the Central Government.
- vii) **‘Bureau’** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- viii) **‘Director General’** shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- ix) **‘Approved’** shall mean approved in writing including subsequent confirmation of previous verbal approval and “Approval” shall mean approval in writing including as aforesaid.
- x) **‘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.
- xi) **‘Tender’** means formal invitation by the Bureau to the prospective bidders to offer fixed price for supply of vehicles on contract basis.
- xii) **‘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.



- xiii) **‘Letter of Acceptance’** means the formal acceptance by the Bureau.
- xiv) **‘Commencement Date’** means the date upon which the Contractor receives the notice to commence the supply of services at specified places.
- xv) **‘Time for Completion’** means the specified time for providing services or any part thereof as stated in the Contract calculated from the Commencement Date.
- xvi) **‘Annexure’** referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.

## **2. PARTIES TO THE CONTRACT:**

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

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. CONTRACT DOCUMENTS:**

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:

- i) The Agreement
- ii) Minutes of pre-bid meetings, clarifications
- iii) The Conditions of Contract
- iv) Tender Notice and Tender Document
- v) Letter of Acceptance.
- vi) Any other correspondence exchanged between the parties in connection with the contract.
- vii) The Contractor's Offer

## **4. Quantity of vehicles/ Place / Persons who can place orders.**

The Quantity of vehicles for which orders can be placed by the demanding officer of the Bureau, is liable to change. However, the Bureau shall place the order with the Contractor for providing vehicles of specified model and make at the rate agreed by the Contractor as per the **SCHEDULE-3**. The vehicles

can be ordered by any of the Demanding Officer who is authorized by the Bureau to place orders against this Contract.

#### **5. Validity of the Contract**

The contract shall be valid for a period of one year from the date of signing this Contract. The contract may be extended by BIS on mutual understanding for a period of another two years on yearly basis subject to satisfactory performance during the contract period.

#### **7. Risk purchase**

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.

#### **8. Imposition of fines / penalty**

The Contractor shall be liable for the penalties for deficiency in the services/vehicles as indicated in **SCHEDULE-3**.

#### **9. Payments Terms**

The rates quoted shall be inclusive of all taxes.

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% of the total monthly bill x Increase/decrease in fuel as on 1<sup>st</sup> day of the month Base rate of fuel

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 1<sup>st</sup> week of the following month. Payment will be made within 15 days from the receipt of bill, clear in all respect through A/c payee Cheque only. TDS shall be deducted as per govt. order/statutory requirement. The GST shall be payable on actual basis.

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, cost of fuel, and salary to drivers, maintenance or any other charges payable except the contract price, parking charges and toll tax, if any.

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.

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.

#### **10. Indemnity**

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.

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.

#### **11. Corrupt or Fraudulent Practices**

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 procurement process or in contract execution; and
- (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement 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.

The Bureau will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices in competing for the contract in question; The Bureau will hold the Contractor ineligible, either indefinitely or for a period of time (**to be specified**), to be awarded a contract if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the contract.

#### **12. Termination / Suspension of Contract**

The Bureau shall be at liberty at any time to suspend temporarily this contract on giving 24 hours notice in writing the Contractor for breach of any of the terms and conditions of this Contract for poor quality of the services, insufficient service or misconduct of the drivers/Contractor as to which the

decision of the Bureau shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof.

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 provide the driver not having valid licence, well conversant about the routes, not coming on duty in uniform and must carry the mobile phone with him for which, no separate payment shall be made by the BIS.
- (c) 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 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**

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**

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 30 days.

If the Contractor terminates the agreement without prior notice of 30 days, then the entire security deposit will be forfeited.

#### **15. Performance Security**

To ensure due performance of the contract, an interest-free Performance Security, for an amount AS PER SCHEDULE 4 to be deposited by the contractor in the form of an Account payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'Chandigarh' or a Bank Guarantee as per format indicated in **Annexure-1**.

Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

Any amount due/recoverable from the Contractor under the terms of this Contract or any other account, may be deducted from the amount of Security Deposit. In case, the amount of Security Deposit is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit. In case, security is deposited by way of bank guarantee by the Contractor, then any penalty for damages liquidated or unliquidated or for any breach or failure or determination of Contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau under and in terms of the said guarantee.

If during the term of this Contract, the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the Contractor, the Bureau shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.

Nothing herein mentioned shall debar the Bureau from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau. The Performance Security shall be returned to the Contractor by the Bureau within sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Bureau on the Contractor.

**16. Confidentiality**

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.

**17. Disputes & Arbitration**

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.

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 (North). The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

**18. Mode of serving Notice**

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).

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.

**19. Publicity**

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.

**20. Governing language**

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

**21. Law:**

The contract shall be governed and interpreted under Indian Laws.

**22. Legal Jurisdiction**

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 Chandigarh only.

**23. Stamp duty:**

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

**24. Force Majeure Clause:**

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 Director General 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 Director General, 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.

## SCHEDULE – 3 : SCHEDULE OF REQUIREMENTS

1. Vehicles to be hired on monthly/daily basis: Approx 03

2. Specifications of Vehicles.

Sl. No.	Type of Vehicle	Make & Model	Kilometer covered	Quantity	Place of Supply	Authorized Demanding officer of the Bureau to place the order
1.	Premium Sedan	Ciaz or Equivalent  <b>Model:</b> 2018 and above	30,000	01	BIS, Chandigarh	Section Officer and above
2.	Sedan	Swift Dezire or Equivalent  <b>Model :</b> 2018 and above	30,000	02	BIS, Chandigarh	Section Officer and above

3. These vehicles shall be used for local journey(Within Tricity) as well as outside journeys in other States.

4. The requirement is on estimate basis, which can be increased or decreased during the contract period.

5. **Penalties for Deficiency in services**

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	2 Times of Daily Rate
2	Older model (other than prescribed model)	30% reduction in quoted rate for each day of default.



3	For late reporting per occasion	20% reduction in quoted rates for each day of default
4	Unclean or non-road worthiness of vehicle Deployed	30% reduction in quoted rates for each day of default
5	Misbehaviour of driver / not followed instruction of BIS	50% reduction in quoted rates for each day of default
6	Any lapse noticed during operation of contract other than listed in clause of Penalties.	20% reduction in quoted rates for each day of default
7	For not providing mobile phone to driver	10% reduction in quoted rates for each day of default
8	For not mentioning the purpose of journey in duty slip	10% reduction in quoted rates for each day of default

5.1 The decision of BIS, on all types of penalties, shall be final and binding on the firm. Once the maximum of the damages above is reached, the Bureau may consider termination of the Contract.

5.2 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 similarly vehicles from alternate sources at the risk, cost and responsibility of the contractor.

## **6. Details scope of the work**

### **a. Type of vehicles to be provided**

6.1 02 No. of sedan cars, 01 No of Premium Sedan or other equivalent SUVs, with drivers, 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 two 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, air bags and seat belts & 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 all 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 Administration of office 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 to be undesirable or otherwise and similarly 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 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 the Bureau, 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 ensured 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.

**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 taxis in emergent cases.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

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

7.10 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.

7.11 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.

7.12 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.

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

7.14 The Contractor shall have its garage within 10 kms from BIS office.

7.15 The Contractor shall have CNG option in the vehicles provided to BIS whenever need arise like during odd/even days.

## 8. Obligation of the Bureau, if any

8.1 The dead Mileage from garage to garage will be on actual basis or maximum of 20km per day whichever is less.

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

## **9. Payment Terms:**

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 1<sup>st</sup> 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:-

<b>Sl. No.</b>	<b>Nature of Penalty</b>	<b>Penalty Amount(Rs.)</b>
1.	Not reporting at all for duty	2 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 each day of default.
4.	Misbehaviour of driver / not followed instruction of BIS.	50% reduction in quoted rate for each incident.
5.	Any lapse noticed during operation of contract other than listed in clause of Penalties.	20% reduction in quoted rate for each day of default
6.	For late reporting per occasion.	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.

## **SCHEDULE – 4: SPECIFICATION & ALLIED TECHNICAL DETAILS**

### **1. Eligible Bidder:** Bidders should :

- (i) have minimum **three years** of experience of providing vehicles on contract basis to the Departments/Ministries of the Government of India/PSUs (copies of two Purchase Orders received from Govt. depts./PSUs during each of the last three years should be enclosed).
- (ii) have minimum turnover of **Rs.5.5 Lakhs** per year during each of the last three years (copies of annual accounts of the last three years should be enclosed).
- (iii) Must have travel and transport as its nature of business (certificate to this effect if available).
- (iv) Experience in providing services for hiring of vehicle in at least two State/Central Govt./PSU/Large Corporates.
- (v) Firm must have GST Registration No.
- (vi) Firm must have Permanent Account Number for Income Tax.
- (vii) The bidder should have adequate number of vehicles of the same model to meet the requirement of BIS.
- (viii) not have been blacklisted by the Depts/Ministries of the Govt. of India/State Govt./PSUs (Declaration has to be submitted in the specified format).

**2. Proposed validity of the contract:** **Three Years as per Clause 5 of Schedule 2**

### **3. Availability of Tender Documents:**

**Place:**Bureau of Indian Standards, Plot No. 4A, Sector 27-B, Madhya Marg, Chandigarh

**Period:** 14.02.2020 to 05.03.2020

**Price:** NIL

**4. Pre-bid Conference:** 19 February 2020 1100 hrs

**5. Earnest Money Deposit:** **Rs. 50,000/-**  
*(2% to 5% of the estimated value of the services to be procured, to be determined by the concerned subject matter Deptt)*

**6. Performance Security Deposit:** 10% of the quoted value of the services to be procured

7. **Validity of Bids: 90 days**
8. **Method/manner for Submission of Bids:** The complete Bid containing Technical Bid and Financial Bid will be received as per Clause 9 to Clause 14 of Schedule 1.
9. **Opening of Bids: 05.03.2020 at 1400 hrs.**



## SCHEDULE – 5: PRICE SCHEDULE

### i) Monthly Base Rate:

Sl. No.	Particulars	Quantity (Unit)	Place of Supply	Price/Rate to be quoted by the bidder (In Figures)	Price/Rate to be quoted by the bidder (In Words)
1.	<b>Swift Dezire or other Equivalent Car for local and outstation journey</b>	02	BIS, Plot No. 4-A, Sector 27-B, Chandigarh		
	Rate for Monthly Hiring of Each Vehicle (2400 Kms per month and 300 hours)				
	Extra Charges per Kms for Journey (beyond 2400 Kms				
	Extra Charges per Hour for detention beyond 300 hours				
2	<b>Maruti Ciaz/Innova or other Equivalent Car for local and outstation journey</b>	01	BIS, Plot No. 4-A, Sector 27-B, Chandigarh		
	Rate for Monthly Hiring of Each Vehicle including Outstation Journey (2400 Kms and 300 hours) per month				
	Extra Charges per Kms for Journey beyond 2400 Kms per month				
	Extra Charges per Hour for detention beyond 300 hours per month				
3	Night Stay Charges (Per Night beyond 11 p.m.)				

### ii) Daily Base Rates (Local Journey):

Sl. No.	Particulars	Quantity (Unit)	Place of Supply	Price/Rate to be quoted by the bidder (In figures)	Price/Rate to be quoted by the bidder (In Words)
1.	<b>Swift Dezire or other Equivalent Car</b>	As Per Need	BIS, Plot No. 4-A, Sector 27-B, Chandigarh		
	Daily basis upto 40 Kms, 4 hours (Half Day)				
	Daily Basis upto 80 Kms, 8 hours (Full Day)				
	Extra Charges for per Km for vehicle				
	Extra charges for extra time beyond 08 hours				
	Night Stay Charges (per night)				

2	<b>Maruti Ciaz/Innova or other Equivalent Car</b>	As per Need	BIS, Plot No. 4-A, Sector 27-B, Chandigarh		
	Daily basis upto 40 Kms, 4 hours (Half Day)				
	Daily Basis upto 80 Kms, 8 hours (Full Day)				
	Extra Charges for per Km for vehicle				
	Extra charges for extra time beyond 08 hours				
	Night Stay Charges (per night)				

**Daily Base Rates (Outstation Journey):**

Sl. No.	Particulars	Quantity (Unit)	Place of Supply	Price/Rate to be quoted by the bidder (In Figures)	Price/Rate to be quoted by the bidder (In Words)
1.	<b>Swift Dezire or other Equivalent Car</b>	As per Need	BIS, Plot No. 4-A, Sector 27-B, Chandigarh		
	Upto 250 Kms				
	Extra Charges for per Km for vehicle				
	Night Stay Charges (per night)				
2	<b>Maruti Ciaz/Innova or other Equivalent Car</b>	As per Need	BIS, Plot No. 4-A, Sector 27-B, Chandigarh		
	Upto 250 Kms				
	Extra Charges for per Km for vehicle				
	Night Stay Charges (per night)				

1. The rates shall be quoted in Indian Rupee only.
2. The Price Bid shall be quoted excluding of taxes. The taxes as applicable shall be paid by BIS.
3. In case of any discrepancy/difference in the amounts indicated in figures and words, the amount in words will prevail and will be considered.
4. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason

(Signature and Stamp of the Bidder)

**SCHEDULE - 6: 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

## SCHEDULE - 7: CONTRACT FORM

### AGREEMENT

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 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, Plot No. 4-A, Sector 27-B, Chandigarh-160019 (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 ~~manufacturers/ mills/ authorized distributors/ dealers~~ (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)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Seal of the Firm/Company**

**Witness:**

\_\_\_\_\_  
(Signature )

Name of Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Officer of the Bureau)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Seal of the Bureau**

**Witness:**

\_\_\_\_\_  
(Signature)

Name of Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

## 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 fulfillment 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 (General 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 the .....we 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 of .....20

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 (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 <sup>nd</sup> Previous Financial Year (Y-2)		
3 <sup>rd</sup> 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 similar type of vehicles supplied by the Bidder during last 3 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 ..... 2020

**Signature of Bidder**\_\_\_\_\_

**Name & Address of Bidder**\_\_\_\_\_

\_\_\_\_\_

Seal of the Firm/Company