



BUREAU OF INDIAN STANDARDS
(Southern Regional Office)

**TENDER NOTICE FOR PROVIDING
HIRING OF VEHICLE / CAR.**

Address : BIS SRO .C.I.T Campus, IV Cross road, Taramani, Chennai – 600 113.

Phone No. (044) 2254 1442, 2254 2519, 2254 1584, 2254 1260.

Fax No (044) 2254 1087, 2254 2158

website: www.bis.org.in **E mail :** sro@bis.org.in adminsro@bis.org.in

Bureau of Indian Standards, Southern Regional Office invites sealed tenders under two bid systems from eligible firms/companies for vehicle / car hiring on or before 19.05.2015 at 15.00 hrs on annual contract basis as below.

Regular vehicle / car hiring	Separate tender to be submitted
Casual vehicle / car hiring	Separate tender to be submitted.

Cost of tender document -- NIL

Details	Regular car hiring	Casual car hiring
EMD	Rs. 25000.00	Rs. 50000.00
Issuance of Tender Document	From 28.04.2015 to 18.05.2015, between 10.00 hrs to 16.00 hrs (Except holidays)	
Last date - Tender submission	19.05.2015 15.00 hrs	19.05.2015 15.00 hrs
Opening of Tender (Technical Bid)	19.05.2015 15.30 hrs	19.05.2015 16.30 hrs

The tender document may also be downloaded from our web site www.bis.org.in. DD for the EMD amount or details of NEFT payments should be enclosed along with the Technical bid of tender document; else tender document for the bid will not be accepted. DD or details of NEFT payments should not be enclosed with financial bid. Tender received after stipulated date and time shall be summarily rejected. The Bureau reserves the right to accept / reject any of the Tender(s) without assigning any reason whatsoever and shall be final and binding:

DEPUTY DIRECTOR
(ADMINISTRATION & FINANCE)

**BUREAU OF INDIAN STANDARDS
SOUTHERN REGIONAL OFFICE**

TENDER NOTICE HIRING OF VEHICLES ON REGULAR BASIS

Bureau of Indian Standards invites sealed bids under two bid system (Technical bid and Financial bid) for providing vehicles on hiring to its office located at CIT Campus, IV Cross Road, Taramani, Chennai 600 113 on regular basis, from eligible bidders as per the details given below:

Sl.No	Type of Vehicle	Requirement.
1	Car - Sedan Model (A/c)	1 No

1. Validity of the contract: Initially, the contract will be awarded for a period of one year. However, the contract will be renewed for further period of one year subject to the satisfactory services of the firm and on the mutual consent of both the parties with same terms and conditions and rate.
2. Availability of Tender Documents: Cost of Tender Document is NIL. Tender document can be obtained from our office during working hours (1000hrs to 1700hrs) except Saturday and Sunday and holidays and also be downloaded from BIS website www.bis.org.in
3. **Earnest Money Deposit** : Rs.25,000/-(Rupees Twenty Five Thousand only)
4. **Validity of Bids** : 60 days from opening of Technical Bid.
5. **Issuing of Tender Document** : 28.04.2015
6. **Last date for submission of Tender:** 19.05.2015 (1500 hrs)
7. **Opening of Tender** : 19.05.2015 (1530 hrs)

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

(N. VITTOBA)
Deputy Director
(Administration and Finance)

SCHEDULE - 1
TENDER DOCUMENT : Terms and Conditions

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 ' **REGULAR**' basis.

2 Issue of Tender Document: Can be obtained from office and also be downloaded from our website www.bis.org.in.

2.1 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.

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

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.

3. Language of bid/Contract: Should be only in English including all correspondence.

4. Validity of Bids: 60 days from the date of opening of Bid.

5. Earnest Money/Bid Security:

5.1 The Bidder shall deposit Rs. 25000.00 (Rupees Twenty Five Thousand only) towards an interest free Earnest Money Deposit (EMD). The same shall be deposited only through Demand Draft or NEFT. (A/c Details: **Bureau of Indian Standards, A/c No 3063667866, Central Bank of India, Adyar Branch Chennai, IFS Code: CBIN0281293**)

5.2 Bid document without EMD will be rejected and will not be considered for BID.

5.3 Bidder shall not revoke his bid or vary terms and conditions of Technical Bid and the EMD amount shall stand forfeited if bidder does so.

5.4 The successful Bidder has to pay the performance security for an amount of Rs.50,000/- within seven days and sign the agreement else their EMD will be forfeited.

5.5 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 agreement or after the expiry of validity period of bid, whichever is earlier.

6. Eligible Bidders

- a) Should have more than 5 numbers of vehicles as mentioned above.
- 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 corporate (copies of two orders received from Govt. departments/PSUs/Large Corporate during each of the last three years should be enclosed).
- c) Should have travel and transport as its nature of business (certificate to this effect should be attached)
- c) should have Service Tax Registration No. and certificate to this effect should be attached.
- d) Should not have been blacklisted by the Deptts/Ministries of the Govt. of India/State Govt./PSUs (Declaration-should be submitted) (Schedule – 5).

7. Rates how to be quoted:

- a. 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 himself before bidding as to the correctness and sufficiency of his Bid and of the rates and prices quoted in the attached schedules.
- b. The Financial Bid shall be exclusive of service tax, or any other applicable taxes. However, invoice shall be raised along with applicable taxes by the contractor.
- c. BID submission through E-mail or fax offers will be rejected.
- d. The sealed bidding documents should be delivered in the Administration Section of this office on or before the stipulated date and time. The technical bid and the financial bid must be sealed in separate envelopes super scribing “Technical Bid” and “Financial Bid” and both these envelopes must be placed in a third envelope super scribing “Hiring of Vehicle on Regular Basis”. This third envelope should be sealed and delivered to the Deputy Director (Administration & Finance), Bureau of Indian Standards, Southern Regional Office, Taramani, Chennai-600 113.
- e. Sealed Bids shall be received at the address not later than the time and date specified in the Tender Notice. Bids received after the specified date and time shall not be considered. Hence, such bids shall be rejected and returned unopened to the Bidder.

f. 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.

8. Bids are invited in two-bid system (Technical bid and Financial bid).

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 on Regular Basis”.

8.1 The envelopes shall contain the following:

a) Envelope No.1 (Technical Bid): This should contain all technical details as follows:

(i) List of all the documents enclosed with respective page numbers.

(ii) The Demand Draft /NEFT details for EMD or certificate of exemption from depositing EMD amount.

(iii) Attested copy of the valid Registration Certificates (RCs) of required number of vehicles from Transport Department

(iv) Copies of Service Tax Registration and Returns filed.

(v) Copy of PAN card.

(vi) Details of the firm(s) including details of the proprietor/partner/director with regard to name, address for communication, telephone number, FAX No., e-mail etc. (Technical BID).

(vii) 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.

(viii) The Technical Bid page 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.

(ix) A declaration regarding black-listing and/or litigations (**Schedule-5**)

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-6**.

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

9. Short-listing of bidders:- The Bid will be opened at the said date and time. Only Bidders qualifies in Technical Bid will be called for Financial Bid opening. All the bidders may be present during the Technical and Financial bid opening for which they need to produce authorization letter from their agency.

10. Opening of Financial bid:

The Bureau shall open Financial Bid on notified date, and the rates quoted by the bidder shall then be read out.

11. 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 Financial Bid (**Schedule-6**) will be taken on daily basis.

12. Acceptance of bid:

a. 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.

13. Process to be confidential

a. 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.

14. Execution of contract document

a. 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 Rs.100/-.

b. 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.

15. Rights of the Bureau

a. 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.

b. 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.

16. Notice to form Part of Contract

a. Tender Notice and these terms and conditions 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 technical bid, financial bid, 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 South’ shall mean the Deputy Director General South of the Bureau, 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

2.3 To ensure due performance of the contract, an interest-free Performance Security, amount as indicated in (**Schedule – 1**), will be obtained from the successful bidder. Performance Security shall be deposited through Demand Draft / NEFT in favour of 'Bureau of Indian Standards' payable at Chennai..

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: Initially, the contract will be awarded for a period of one year. However, the contract will be renewed for further period of one year subject to the satisfactory services of the contractor on the mutual consent of both the parties with same terms and conditions and rate.

6. Amendment to contract will be made suitably according to the developments if required.

7. Detailed scope of the work

The Contractor shall provide the required vehicle/car on daily basis on all 24 Hours.

a) Type of vehicles to be provided

(i) In case of non-availability of the vehicles owned by the contractor, the contractor shall provide vehicles owned by others conforming to BIS requirements within stipulated time.

(ii) Upgraded models or higher category cars may also be provided with the same rates, terms and conditions with prior permission of BIS.

(iii) The vehicle shall have necessary permits from the RTO, Government of Tamilnadu and Pondicherry.

(iv) 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.

(v) 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.

(vi) There shall be a first aid box in the vehicle.

(vii) The vehicle/car should not be more than 5 five years old and should be in sound working condition and should be comfortable for use.

b) Requirement with respect to Drivers

- (i) The driver shall be well conversant about Tamil Nadu and Pondicherry routes and should have a valid driving licence.
- (ii) The driver must carry the mobile phone with him for which, no separate payment shall be made by the BIS.
- (iii) The driver(s) should come to duty in uniform.
- (iv) 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.
- (v) The driver shall obey the instructions of Bureau of Indian Standards, Administration.
- (vi) The driver shall not be normally changed unless requested by the Bureau
- (vii) 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.
- (viii) 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 to replace them if the performance is not satisfactory.
- (ix) 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

- (i) 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.
- (ii) The contractor shall maintain the duty slips as recommended by BIS, 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 pick up and drop of the journey. It should be ensured that there is no overwriting in the duty slips.

8. Obligations of the Contractor

8.1 The essence of the regular basis contract is that, the contractor shall provide the car/vehicle on daily basis irrespective of holidays.

8.2 BIS shall not be liable for any loss, damages and contravention and violation of Motor Vehicles Act.

8.3 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 of vehicle or any other charges payable.

8.4 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.

8.5 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.

8.6 Each vehicle shall have two stickers (pasted on the front and rear side of the car) 'On duty of Bureau of Indian Standards'.

8.7 The Bureau shall not in any manner be liable for all statutory liabilities (such as ESI & EPF including wages/salaries as applicable and shall be paid by the contractor only .

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

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

8.10 The personnel of the Contractor shall not be the personnel of the Bureau and they shall not claim any 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.

8.11 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.

8.12 All necessary reports and other information shall be provided by the contractor immediately as and when required by Bureau and regular meetings shall be held with the Bureau.

9. Obligation of the Bureau, if any

9.1 Toll Charges and parking charges shall be paid as per actual on production of authenticated receipts. At any cost, the driver should not ask the Bureau officers//passengers to pay the Toll Charges/Parking Charges at any places.

10. Payment Terms:

10.1 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 only through NEFT 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.

10.2 The Bureau reserves the rights to retain and set off against any sum of amount which may be from time to time due to the Contractor under any claim until final settlement.

10.3 Payment will be made as per the quoted rate on number of days used per month and no revision will be allowed during the contract period despite hike in fuel price or any other development at any cost.

10.4 Payment calculation will be made based on the duty slip signed by the user which shall indicates the opening and closing meter with time and date reading from pick up and drop point.

11. Imposition of fines /penalty clause. (For deficiency in services)

11.1 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	Misbehavior of driver/not followed instruction of BIS/driving under the influence of alcohol	50% reduction in quoted rate for each incident
5	For late reported 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	Unauthorized claims	10% reduction in quoted rate for each day of default

11.2 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.

12. Indemnity

12.1 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.

12.2 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 infringement.

13. Termination / Suspension of Contract

13.1 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 claim.

13.2 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 judgment 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.

14. Termination by the Bureau

14.1 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 30 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.

15. Contractor's right to terminate

15.1 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.

15.2 If the Contractor terminates the agreement without prior notice of 60 days, then the entire Performance Security deposit will be forfeited.

16. Force Majeure Clause:

16.1 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 South 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 South, 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.

17. Corrupt or Fraudulent Practices

17.1 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.

17.2 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.

18. Confidentiality

18.1 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.

19. Publicity

19.1 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.

20. Disputes & Arbitration

20.1 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.

20.2 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 South, Chennai. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

21. Mode of serving Notice

21.1 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).

21.2 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.

22. Governing language

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

23. Law

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

24. Legal Jurisdiction

24.1 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 Chennai only.

25. Stamp Duty

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

SCHEDULE -3
TECHNICAL BID DOCUMENT

Mandatory details to be provided with seal & signature else tender will be rejected summarily.

Sl. No.	Particulars	***	Page No.
1	Name of the Bidder/Firm, Office Address, Telephone No., Fax No., Mobile No., E-mail	Copies should be enclosed	
2	PAN No	Copy should be enclosed.	
3	Minimum five numbers of vehicles should be in business.	Copies of RC book of each vehicle should be enclosed	
4	Should have minimum three years experience in transport business of providing car / vehicle to GOI, GOT, and their corporations etc.	Copies should be enclosed Work order need not to be enclosed	
5	Service Tax Registration Certificate from concerned Authority.	Copies should be enclosed	
6	DD for an amount of Rs. 25000.00 (Rupees Twenty Five Thousand only) in favour of “Bureau of Indian Standards” payable at Chennai or NEFT transaction details. Note: Bidder may deposit the EMD amount through NEFT. The details of the same should be enclosed in this Technical Bid document.	DD No Date: Bank: UTR No:	
7	Deceleration on non-Blacklisted firm	Original deceleration with signature and seal	
8	The Technical Bid document should be signed and concerned organization stamp seal should be affixed; else Bid Document will be rejected.	Signature and seal	

This is to certify that the above furnished facts are true and correct to the best of my knowledge and belief. Further, it is certified that, I/ We have read and understood the ‘Terms & Conditions’ of the Tender Notice and Tender Document.

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

Date:

Place:

**(Name and Signature of Bidder
with stamp of the firm)**

SCHEDULE – 4
AGREEMENT

This Agreement is made on _____ is day (Month) 2015 between M/s XXXXXXXX (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, Southern Regional Office CIT Campus, Tharamani, Chennai 600 113. (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 Car hiring service Provider.

AND WHEREAS the Bureau is a statutory body, functioning under the Ministry of Consumer Affairs, Food & Public Distribution, Government of India. The Bureau intends to hire vehicle service on contract basis, therefore, invited bids through *Advertised Tender* dated _____

WHEREAS the Contractor (successful bidder) submitted his bid vide xxxxx 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' (Lo A) No.xxxxxx 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 _____
Designation _____
Address _____

Name _____
Designation _____
Address _____

Seal of the Firm/Company

Seal of the Bureau

Witness:

Witness:

(Signature)
Name of Witness _____
Address _____

(Signature)
Name of Witness _____
Address _____

SCHEDULE -5
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 the Bidder_____

Name & Address of the Bidder _____

Seal of the Firm/Company

FINANCIAL BID DOCUMENT

Rate for (12 hrs. or 80 kms)	Rate for additional Kms	Rate for additional Hours
Rs.	Rs.	Rs.
Rs. In Words.	Rs. In Words.	Rs. In Words.

This is to certify that the above furnished rate is true and correct to the best of my knowledge and belief.

Place:

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