

Tender Hiring of Vehicles for official use in Biotech Industry Research Assistance Council.

Sealed quotations are invited for hiring of vehicles for official use in **Biotechnology Industry of Assistance Council (BIRAC)** from authorised firms/travel agencies on monthly contract/daily basis. The detailed eligibility criteria and terms and conditions are at Annexure I. The eligible firms should submit their quotation in the prescribed format as provided at Annexure II.

A crossed bank draft/pay order for Rs. 70,000 /- (Rupees Seventy thousand) in favour of **Biotechnology Industry Research Assistance Council (BIRAC)** as Earnest Money Deposit is to be deposited alongwith the quotation. The sealed cover containing the quotations/tenders should be super scribed “**Quotations for hiring of Vehicles**” and should be addressed to:

Ms. Nameeta Khare, Senior Manager (HR & Admin)
BIRAC, A-254, Veera Tower
Defence Colony
New Delhi – 110024.

The schedule of receipt and opening of quotations will be as under:-

- i. Last Date & Time for receipt of Quotations: 28th March, 2014 on or before 14.00 hrs
- ii. Date and Time of Opening of Quotations : 28th March, 2014 at 15.00 hrs

The quotation received after the last date and time would not be opened and would be summarily rejected. An intimation to this effect will be given to the bidders for their participation.

The sealed quotations will be opened in the presence of the bidders or their representatives who may like to be present at the time of the opening of the tender.

ESSENTIAL ELIGIBILITY CRITERIA

Bids that do not meet these essential criteria will be rejected. Hence documentary proofs wherever required should be submitted along with such claims.

1. The travel firm submitting the bid should be located within a radius of 5 kms of BIRAC office which is presently at A-254 Defence Colony, New Delhi 110024. The office is likely to be shifted to 9, CGO Complex (MTNL Building), Lodhi Road, New Delhi 110003.
2. The firm should have at least 10 vehicles registered in their name for which documentary proof should be enclosed. Vehicles must be registered for commercial use.
3. Experience certificates or work orders for supplying vehicles (4 wheeler) for a period of at least 5 years.
4. A bank draft/pay order for Rs. 70,000 /- (Rupees seventy thousand only) in favour of **Biotechnology Industry Research Assistance Council** on account of Earnest Money is to be deposited alongwith the quotation. If the firms is selected after finalisation of the quotation, and thereafter fails to enter into contract, the earnest money deposit will be forfeited.
5. The validity of the bid should be 60 days.

EVALUATION CRITERIA

At first the bids shall be assessed for satisfaction of Essential eligibility criteria. Bids without earnest money (bid security), unsigned and incomplete (i.e. when the required bid formats have not been submitted), not responding to the criteria fully and properly will be summarily rejected as being non-responsive, before taking up the appraisal of the bids for Cost Based Selection (CBS).

The cost as quoted by the bidders shall be considered on a cumulative basis as described hereunder in order to determine the Lowest Bidder (L1);

EXAMPLE:

Let the cost quoted by the Bidder for Day-to-day-rates be;-

Rates for 40 Kms/ 4 hrs as Rs. 'A', Rates for 80 Kms/ 8 hrs as Rs. 'B', Rates for 100 Kms/ 10 hrs as Rs. 'C', Rates per additional hour as Rs. 'D' and Rates Per additional Kms as Rs. 'E' respectively. Then the cost for Day-to-day basis shall be evaluated as the average of the sum of A+B+C+D+E.

Similarly, let the financial quotation for the monthly basis be;-

Rates for 2500 Kms/250 hours as 'F', Rates for additional Km as 'G' and Rates per additional hour as 'H' respectively. Then the cost shall be evaluated as the average of sum of F+G+H for monthly basis.

The total cost shall be the cumulative value of both the averages ie.

$\frac{A+B+C+D+E}{5}$ and $\frac{F+G+H}{3}$

Please note that the Night Charges shall be as per the percentage tariff prescribed by the Delhi Traffic Police from time to time from 11.00p.m to 05.00a.m.

TERMS & CONDITIONS

1. Biotechnology Industry Research Assistance Council (BIRAC) reserves the right to reject any or all the quotations in full or part without assigning any reason there for without any compensation. The decision of the BIRAC in this regard shall be final and binding on all. An agreement will have to be entered into after award of the work by the firm with the BIRAC. The Agreement can be terminated by giving a notice of not less than one month from either side. The format of the Agreement is provided herein as Annexure III.
2. The successful firm shall not subcontract, transfer or assign the task to any other firm without the previous written approval of BIRAC.
3. The vehicle sent on hiring should be insured in all respects by the firm. All liabilities, arising out of any legal dispute, accidents, etc. shall be borne/paid by the firm and BIRAC shall not be liable in any manner whatsoever. BIRAC will not be responsible for any challan, loss, damage or accident to the vehicle.
4. The number of vehicles to be hired on daily basis will vary with reference to the requirement on each day, which may include one car on monthly basis.
5. The billing of the vehicles hired on daily basis will be on actual utilisation of the vehicles with no buffer time, if the vehicle is reporting at BIRAC office.
6. The distance covered will be calculated from garage to garage basis.
7. The vehicles should have permission to go to NCR and no extra payment for taxes/Octroi will be made by BIRAC.
8. Service tax as applicable will be paid on billing. The Log Book or duty slip is to be maintained by the firm as per proforma to be specified by the HR & Administration Section. In case of loss of the said Log-Book or Duty slip, BIRAC's decision regarding payment will be final.
9. The approved rates will not be enhanced during the currency of the contract (i.e. one year from the date of awarding the contract). The agreement will initially be for one year, however the contract can be extended further for one more year provided that the services are found satisfactory and on mutually agreed terms and conditions.
10. The successful bidder will have to enter into an Agreement with BIRAC for one year on Rs. 100 /- Non-judicial Stamp Paper.

6. DUTIES AND RESPONSIBILITIES OF FIRM:

- a) The vehicles for hire should be in excellent running condition and should not be more than four years old. They should comply the emission norm of Bharat Stage III / IV (Euro III/ IV) of their categories respectively. The vehicles should be equipped with seat belts, fire extinguisher, first aid box and other essential safety measures in proper functional condition. The vehicle to be supplied should be in excellent condition i.e. decent interior as well as outer body, which will be the sole responsibility of the firm.
- b) The drivers should be fully conversant with routes of Delhi/NCR Region and should possess valid driving license in their names only.
- c) The firm should all the times be available on its own direct telephone (office as well as residence). Drivers of vehicles must be provided and maintain mobile phones.
- d) It will be the responsibility of the firm to ensure that good, efficient with well-mannered drivers are deployed.
- e) The the maintenance cost, charges of fuel (petrol/diesel/CNG), road tax, permit fee, passenger Tax, Border Tax, challans, salary of the driver, the overtime and mobile phone charges of driver etc. are the responsibility of the firm and should be paid by the Firm.
- f) In case of emergency i.e. breakdown en-route, firm shall have to arrange for alternate vehicle for escorting persons and materials.

7. BIRAC reserves the right to impose penalties as given hereunder:

Sl. No.	Causes of Penalties	Amount (Rs.)
1.	Not reporting at all for duty	Rs.1000/- per day
2.	Poor quality of service such as delayed arrival / departure at the designated stop/place.	Rs. 100/- per hr. or part thereof
3.	Older model (other than prescribed model)	10% reduction in quoted rate for each day of default.
4.	Poor quality of vehicles(both interior & exterior)	Rs 200/- per incident
5.	Misbehaviour by staff with the users.	Rs 200/- per day or part thereof
6.	For not providing mobile phone to driver	Rs 50/- per day
7.	Any lapse noticed during operation of the present Agreement other than listed in clause of penalties	Rs 200/- per incident

Signature of the authorised signatory of the Bidder with the seal of the firm

Financial quotations (Day-to-day-rates)

	Indica/Zen/Santro/Alto/Wagonr/Ambassador		Swift/Hyundai/Getz		Maruti Esteem/Dzire/Ford Icon/Indigo		Honda City/Toyota/ Innova/	
	AC	Non AC	AC	Non AC	AC	Non AC	AC	Non AC
Rates for 40 Kms/ 4 hrs								
Rates for 80 Kms/ 8 hrs								
Rates for 100 Kms/ 10 hrs								
Rates per additional hour								
Rates Per additional Kms								

Financial quotations (Monthly contract basis)

	Indica/Zen/Santro/Alto/Wagonr/Ambassador		Swift/Hyundai/Getz		Maruti Esteem/Dzire / Ford Icon/Indigo		Honda City/Toyota/ Innova/	
	AC	Non AC	AC	Non AC	AC	Non AC	AC	Non AC
Rates for 2500 Kms/250 hours								
Rates for additional Km								
Rates per additional hour								

For the Firm

(Signature of the authorised signatory with name, seal and address)

(To be printed in two sets and in Rs. 100/- Non judicial stamp paper)

AGREEMENT FOR HIRING OF VEHICLE SERVICE

This Agreement is made on this _____ day of _____, 2014 at New Delhi BY and BETWEEN the Biotechnology Industry Research Assistance Council, a Government of India Enterprise having its office at A-254, Veera Tower, Bhisham Pitamah Marg, Defence Colony, New Delhi – 110024 hereinafter referred to as “**BIRAC**” (which expression shall wherever the context so admits include its successors and assignees) of the **First Part**

AND

_____, a Company/ Firm/ LLP/ Proprietorship/ _____ (any other form of entity) having its registered office at _____, hereinafter referred to as the “**Service Provider**” (which expression shall wherever the context so admits include its employees, administrators and permitted assignees) of the **Second Part**

WHEREAS all the parts are hereinafter referred to as “Parties”;

WHEREAS BIRAC is engaging the Service Provider to provide Commercial vehicles on hire basis for BIRAC for official use on the terms and conditions herein contained, and the Service provider agrees to the same on the rates as mentioned schedule in appendix-1

All Annexure to this Agreement shall be integral part of this Agreement.

NOW THEREFORE, the parties hereby agree to be bound by the provisions set out in this agreement.

1. TERMS OF ENGAGEMENT

- i. The Service Provider shall during the period of this contract, that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than four years model, on the rates accepted as described in schedule vide appendix-I to this Agreement.
- ii. This engagement does not constitute and will not be deemed to constitute and exclusive commitment/ arrangement between BIRAC and the Service Provider.
- iii. The number of vehicles to be hired on daily basis will vary with reference to the requirement on each day, which may include one car on monthly basis.
- iv. The Service Provider shall indemnify and hold harmless BIRAC and its employees, officers, Directors, agents, experts or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to any breach/ violation of any direction, order from any government authority any provisions of the labour laws or any other laws, statute or regulation that are ‘or ’ will be aimed to protect the interest of the workers engaged by the contractor in past and during the course of this Agreement OR any other payments, claims ‘or’ liability that may arise for ensuring compliance of the

Hire agreement – BIRAC

provisions of any of the labour laws or any other laws, etc. OR any other claim made by any third party in connection with any violation of any of the laws, Motor Vehicle Act and Regulations/guidelines, instruction, etc. including any challan, loss, damage or accident to the vehicle.

- v. The approved rates will not be enhanced during the currency of the contract (i.e. one year from the date of awarding the contract). However, the contract can be extended further on mutually agreed terms and conditions.

2. RESPONSIBILITIES OF THE SERVICE PROVIDER

- i. The vehicle sent on hiring should be insured in all respects by the Service Provider. All liabilities, arising out of any legal dispute, accidents, etc. shall be borne/paid by the Service Provider and BIRAC shall not be liable in any manner whatsoever. BIRAC will not be responsible for any challan, loss, damage or accident to the vehicle.
- ii. The Service Provider shall comply with all statutory Acts, labour laws/regulations/Motor Vehicle Act etc.
- iii. Service tax as applicable will be paid on billing. The Log Book or duty slip is to be maintained by the firm as per proforma to be specified by the HR & Administration Section. In case of loss of the said Log-Book or Duty slip, BIRAC's decision regarding payment will be final.
- iv. The vehicles for hire should be in excellent running condition and should not be more than four years old. They should comply the emission norm of Bharat Stage III / IV (Euro III/ IV) of their categories respectively. The vehicles should be equipped with seat belts, fire extinguisher, first aid box and other essential safety measures in proper functional condition. The vehicle to be supplied should be in excellent condition i.e. decent interior as well as outer body, which will be the sole responsibility of the firm.
- v. The drivers should be fully conversant with routes of Delhi/NCR Region and should possess valid driving license in their names only.
- vi. The firm should all the times be available on its own direct telephone (office as well as residence). Drivers of vehicles must be provided and maintain mobile phones.
- vii. It will be the responsibility of the firm to ensure that good, efficient with well-mannered drivers are deployed.
- viii. The maintenance cost, charges of fuel (petrol/diesel/CNG), road tax, permit fee, passenger Tax, Border Tax, challans, salary of the driver, the overtime and mobile phone charges of driver etc. are the responsibility of the firm and should be paid by the Firm..
- ix. In case of emergency i.e. breakdown en-route, firm shall have to arrange for alternate vehicle for escorting persons and materials.

3. BILLING CONDITIONS

- i. The distance covered will be calculated from garage to garage basis.
- ii. The billing of the vehicles hired on daily basis will be on actual utilisation of the vehicles with no buffer time, if the vehicle is reporting at BIRAC office.
- iii. The vehicles should have permission to go to NCR and no extra payment for taxes/Octroi will be made by BIRAC.
- iv. Service tax as applicable will be paid on billing. BIRAC shall reimburse that amount of Service tax, if any, paid by the Service Provider to the authorities on account of the services rendered by him to BIRAC. This reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider.

- v. Penalty as given at Clause 4 below will be deducted from the running bills.

4. PENALTY

BIRAC reserves the right to impose penalties for unsatisfactory services as given hereunder;

Sl. No.	Causes of Penalties	Amount (Rs.)
1.	Not reporting at all for duty	Rs.1000/- per day
2.	Poor quality of service such as delayed arrival / departure at the designated stop/place.	Rs. 100/- per hr. or part thereof
3.	Older model (other than prescribed model)	10% reduction in quoted rate for each day of default.
4.	Poor quality of cars (both interior & exterior)	Rs 200/- per incident
5.	Misbehaviour by staff with the users.	Rs 200/- per day or part thereof
6.	For not providing mobile phone to driver	Rs 50/- per day
7.	Any lapse noticed during operation of the present Agreement other than listed in clause of penalties	Rs 200/- per incident

5. FORCE MAJEURE

The Parties shall not be held responsible for non-fulfillment of their respective obligations in successful completion of the Project under this Agreement due to the exigency of one or more force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotion etc. lying beyond the reasonable control of and not brought about at the instance of the Party claiming to be affected by such event and which has caused the non-performance or delay in performance; provided on the occurrence and cessation of any such event the Party affected has given a prompt notice in writing to the other Party.

6. WAIVER AND ASSIGNMENT

Any waiver by the BIRAC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. The Service Provider shall not have the right to assign the rights or obligations under this Agreement without the prior written consent of BIRAC.

7. EFFECT OF THIS AGREEMENT

- i. The Agreement will initially be for one year, however the contract can be extended further for one more year provided that the services are found satisfactory and on mutually agreed terms and conditions.
- ii. This Agreement may be executed in two counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

8. TERMINATION

The Agreement can be terminated by giving a notice of not less than one month of from either side.

In case of any default by the Service Provider and breach of any of the terms & conditions, BIRAC may without prejudice to any other right / remedy which shall have accrued or shall accrue thereafter, terminate the Agreement, in whole or in part by giving one week notice in writing to the Service Provider.

9. DISPUTE RESOLUTION

In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this Agreement, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of the Managing Director, BIRAC.

10. NOTICE

Any notices, consents, objections, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent by registered post, return receipt requested, to the addresses of the parties set forth in the recital to this Agreement. Either party may designate, by notice, a change of address hereunder.

11. SEVERABILITY

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

12. GOVERNING LAW

This Agreement shall be construed in accordance with and governed for all purposes by the laws of India and will be subject to Delhi jurisdiction.

13. AMENDMENTS OR WAIVER

No amendment or waiver of this Agreement is binding unless agreed to in writing by the parties.

14. NO OTHER RELATIONSHIP

The Service Provider agrees that all Services will be rendered as an independent contractor and that this Agreement does not create an employer-employee relationship or business partnership between the parties.

WHEREFORE, the Parties hereto through its duly authorized representatives have signed this Agreement on the day, month and year mentioned hereinbefore.

Hire agreement – BIRAC

Signed

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On behalf of the Service Provider

On behalf of the BIRAC

Date.....

.....Date