Notice Inviting Tender

Subject- Tender for Hiring of Vehicle purely on Contractual term for a period of one year for use in Food Safety and Standards Authority of India(FSSAI), Chennai Office.

1. Sealed quotation are invited for hiring of Vehicles on monthly contract basis latest by 17/04/2014 up to 02:00 P.M. Tenderer may be sole proprietor or Partnership firm or a Company.

   Tenderer must provide names and residential address (both existing and permanent) in the format given below.

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name of the proprietor(s) / Director(s)</th>
<th>Current residential address</th>
<th>Permanent residential address</th>
</tr>
</thead>
<tbody>
<tr>
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<td>02</td>
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</table>

   The period of Contract will be for an initial period of one year from the day when the letter of commencement is issued in this regard FSSAI, Chennai, which shall be treated for all practical purposes as date of the commencement of the contract.

2. Estimated Requirement

<table>
<thead>
<tr>
<th>S.No</th>
<th>Type of Vehicle</th>
<th>Number</th>
<th>Monthly/ Daily / Need basis</th>
<th>Normal place of duty for reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Scorpio /Sumo / Ta Vera</td>
<td>04</td>
<td>Monthly</td>
<td>1. FSSAI, RajajiBhavan, Besant Nagar, Chennai - subject to alteration in future.</td>
</tr>
<tr>
<td></td>
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<td>2. From FSSAI, RajajiBhavan, Besant Nagar, Chennai to various CFS / Sea / Airport /Customs</td>
</tr>
</tbody>
</table>

3. Bid Security: The Tenderer shall deposit Bid Security (EMD) for an amount of Rs. 50,000/- in any of the following forms. Bid Security may be furnished in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of "Authorized Officer, FSSAI, Chennai" along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period. The bid security of the unsuccessful bidder will be discharged/returned on or before the 30th day after award of contract/order.
4. Performance Security: The firm whose tender is accepted shall deposit Performance Security for an amount of 10% of the total value of the contract in any of the following forms within 10 days from the date of issue of offer of work order by the FSSAI. Performance Security may be furnished in the form of an Account Payee DD or Fixed Deposit Receipt from a commercial bank or Bank Guarantee from a commercial bank in an acceptable form in favour of "Authorized Officer, FSSAI, Chennai". Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable on this amount. The contract will be signed only after furnishing the Performance Security. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the FSSAI and the firm shall be blacklisted in addition to the termination of the contract.

5. Last Date of Submission: Up to 02.00 P.M. on 17/04/2014 at Food Safety and Standards Authority of India, Ministry of Health and Family Welfare, Govt. of India, C-1-D, Rajaji Bhavan, Besant Nagar, Chennai-600 090.

6. Date and time of opening: At 02.00 P.M. on 17/04/2014 at Food Safety and Standards Authority of India, Ministry of Health and Family Welfare, Govt. of India, C-1-D, Rajaji Bhavan, Besant Nagar, Chennai-600 090.

Authorized Officer, FSSAI, Chennai
1. Terms and Conditions

A. **Agreement**: The notice inviting tenders, conditions of the tender and the duly completed form of the tender will form part of the agreement to be executed by the successful bidder with FSSAI on a non-judicial stamp paper of Rs. 100/- within 10 days.

B. **Vehicle**: The Vehicles provided should be manufactured after 01/01/2009 and should be well furnished and maintained. Vehicle should have (Yellow) number plate. The registration number of the vehicles provided, will have to be intimated to the FSSAI. In case condition of vehicles is not found to be satisfactory, they shall be returned for immediate replacement and if the replacement is not done within prescribed time then the FSSAI may discontinue the contract. The vehicle provided to FSSAI should fulfill the norms prescribed by the Government of Tamil Nadu. FSSAI reserves the right to vary the numbers of vehicles hired.

C. **Calculation of Time and Distance**: For the purpose of calculation of time and distance (KM) beginning and ending at the FSSAI located in C-1-D, Rajaji Bhavan, Besant Nagar will be the point for calculation of kms/hours. Kilometers considered or time of duty for payment will be to and fro from FSSAI premises.

D. **Time Frame**: The vehicle/s, as requisitioned by the FSSAI, should reach the stipulated destination located within Chennai, within maximum time of 20 minutes + 10 minutes, irrespective of the location of the Transport agency who has been awarded the contract.

E. The journey to the destination and back shall be undertaken by the shortest route possible. In case of Breakdown of any vehicle during official duty, it shall be the responsibility of the firm to provide a Replacement immediately. If no replacement is provided on time, alternative arrangement will be made and the cost thereof will be deducted from the payment to be made to the firm.

F. Toll Tax, Entry Tax, Permit fee for crossing border if any, parking charges will be borne by FSSAI for which the original receipts should be submitted.

G. The vehicle deputed should carry all relevant papers duly updated.

H. All incidental expenditure towards repair and service of the vehicles will be borne by the vehicle owner. The firms should have the capacity of repairing their vehicles in a short time and during repair time the firm should substitute the vehicle and driver immediately.

I. It shall be the sole prerogative of the Competent Authority in FSSAI to choose any one rate slabs or a combination of rate slab in case of vehicle being hired on daily hiring charges basis.

J. **Payment**: (a) No advance payment is payable by the Authority or by the officers traveling in such vehicle. The billing will be done on a monthly basis and it should be submitted by the firm by the first week of the following month. The payment will be made only for those log books or duty slips which have been signed by the officer/ staff using the vehicle. It will be the responsibility of the taxi driver to get the log book or duty slips which have been signed by the officer/staff using the vehicle.
vehicle. It will be the responsibility of the taxi driver to get log book entries indicating start kilometers, end kilometers, distance covered and time from FSSAI to places visited etc. for each occasion of journey, signed by the officer/staff traveling on a day to day basis.

(b) FSSAI will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates.

K. The bidder should have the experience of similar works in any of the Government of India / State Government Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or State Government or Public Sector Banks.

L. **Termination:** FSSAI reserves the right to terminate the contract at any point of time if the services are found unsatisfactory or in case of violation of any of the terms and conditions of the contract with one month notice.

M. **Arbitration:** If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated there with or derived there from, the parties agree to submit the dispute to arbitration under the "IAACA, 1996. The venue of the arbitration shall be at Food Safety and Standards Authority of India, Ministry of Health and Family Welfare, Govt. of India, C-I-D, Rajaji Bhavan, Besant Nagar, Chennai-600 090. The language of the arbitration proceedings shall be in English.

N. **Service Tax:** The rates quoted should be excluding the service tax. The service tax will be paid additionally only after receiving the photo copy of the service tax registration certificate. No service tax will be paid if the operator fails to provide proof of valid service tax registration.

In monthly bill charged with service tax, the contractor will be responsible to make the payment of the service tax to the respective Govt. department. After making the payment, the contractor shall have to submit the proof the same to the Authorized Officer, FSSAI, Chennai during the submission of the next monthly bill.

O. In case of dispute of any kind and in any respect whatsoever, the decision of Head of Office (HOO), FSSAI, New Delhi shall be final and binding.

P. The Contract could be considered for extension based on satisfactory services performed by the firm and mutual agreement for such further period(s) as may be agreed upon, but not exceeding one year at a time.

Q. The FSSAI reserves the right to reject all or any of the offers or accept more than one offer.

R. The Bid Security will be forfeited in the following conditions:-

a) If at any stage, any of the information/declaration given by the bidder is found false.

b) If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
c) In case of any lapse/default in honouring of the terms and conditions at any stage after submitting the tender.
d) In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.
e) No compromise will be made by this Authority towards punctuality, cleanliness, obedience, promptness, behavior etc. If the tenderer, at any point of the time during official duty, fails to perform duties, as desired by the Authority.
f) The bidder will not be eligible to participate in the tender for same item for three years from the date of issue of work order if EMD/Performance guarantee were forfeited.

S. Eligibility Criteria:

The prospective bidder shall furnish the following documents along with their financial bid:-

a) Must have travel and transport as its nature of business (certificate to this effect if available).
b) Self attested copy of PAN No. card under Income Tax Act.
c) Self attested copy of Service Tax Registration Number.
d) Self attested copy of Valid Registration No. of the Agency/Firm.
e) Proof of experience supported by documents from the concerned organizations.
f) Bid Security of Rs.50,000.
g) List of vehicles along with photocopy of their RC/fitness and permit owned by the contractor.
h) An undertaking to the effect that the Agency has not been blacklisted by any of the Departments/Organizations of the Government of India/State Government and no criminal case is pending against the said firm/agency (Annexure III).
i) Terms and conditions duly accepted/signed with the stamp of the prospective bidder.
j) The contractor shall provide names, addresses of the drivers along with their driving licence number and copies within one week of the award of the contract.
k) Turnover from services for hiring of vehicles shall not be less than Rs.5 Lakhs/year during last 2 years.
l) Firm must provide details of registered office (Address) with Telephone No./ Fax/Mobile No.
m) Firm must provide details of designated officer and address for communication along with Phone No./ Fax./ Mobile No.
n) Undertaking to the effect that the tenderer would absolve FSSAI of any liability which accrues during the contract period.

T. BID EVALUATION CRITERIA:

Among eligible, the Department Bid Evaluation Committee shall select the bidders who are charging minimum rates.
U. **Location of Firm:** The firm submitting the tender should be located within the Chennai and should be situated within seven kilometers of distances from the Authority premises. The vehicle/s, as requisitioned by this Authority, should reach the stipulated destination located within Chennai, within a maximum time of 20 minutes + 10 minutes, irrespective of the location of the Transport agency who has been awarded the contract.

V. **Vehicles:** The bidder should have adequate number of vehicles of the same model (Scorpio/Sumo/ Tavera or equivalent) to meet the requirement of FSSAI. While evaluating bids documents required against above eligibility criteria shall be provided as per this tender and Annexure. Firm shall self-certify each page of the tender document in token of its understanding / acceptance.

W. **Driver:** The firm should ensure that the drivers employed have valid driving license and carry the necessary registration papers, relevant police verification certificate and should be educated and properly behaved and well conversant with the traffic rules/ regulations and city roads/ routes. It will be the responsibility of the taxi driver to get the duty slips and log book entries indicating start kilometer, end kilometer, distance covered and time from FSSAI to places visited etc. for each occasion of journey, signed by the officer/ staff traveling on a day to day basis. Driver should have good behavior & free from Alcohol & drugs addiction. The contractor shall not employ any person who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESL, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Contractor, there will not be any liability on FSSAI.

X. **Instructions for Tenderers:**

i) In case of the application being made by a partnership firm, a copy of Partnership Deed is required to be submitted along with the tender.

ii) The contractor shall indemnify FSSAI against all other damages/charges on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. FSSAI shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.

iii) In case of the application being made by a Private Limited Company, a copy of the Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles of Association of the company is required to be submitted.

iv) The tender shall be submitted in sealed cover envelop marked “TENDER FOR HIRING OF VEHICLE SERVICES” on top and addressed to Authorized Officer, Food Safety& Standards, Authority of India, Ministry of Health & Family Welfare, Govt. of India C-1-D, Rajaji Bhavan, Besant Nagar, Chennai-600 090 by 02:00 PM on 17/04/2014.

v) It is the responsibility of the tenderers to see that the completed bidding documents are submitted by the specified time and date.
vi) All pages of the tender documents must be signed by the firm, in token of its understanding & acceptance.

Signature of the Tenderer

Place: ____________________________
Date: ___/___/2014  
Name of the Signatory ____________________________
Name of the Firm/agency ____________________________
Seal of the Firm/Agency ____________________________
To,

Authorized Officer,
Food Safety & Standards Authority of India
Ministry of Health & Family Welfare
C-1-D, Rajaji Bhavan
Besant Nagar, Chennai-600 090

Sub: Submission of Bid for hiring of vehicle services.

Sir,

With reference to your tender enquiry no._______ dated ______, our registered office is located at______________. Detailed address and contact details are as under:

Tel No. ____________________________ Fax No. ____________________________
Email: ____________________________

For vehicle to be provided to FSSAI, we have garage/parking place at the address (With telephone No.) given below:

Address -

________________________

I submit herewith my Bid for your kind consideration please. I have read the terms and conditions and enclosed documents as indicated strictly as per instructions given in the tender document.

Yours faithfully,

(__________________________)

Enclosures:-
1. Duly signed tender document with Terms and Conditions as provided by FSSAI.
2. Annexures - 1 to 3 and other document as sought.
### TECHNICAL BID (DETAILS OF THE AGENCY)

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Name of the Firm/agency</td>
<td></td>
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<tr>
<td>2</td>
<td>Address and Tele No. of the Tenderer</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Registration No. of the firm</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Name, Designation, Address and Telephone No. of the Authorized person to deal with.</td>
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<tr>
<td>5</td>
<td>Constitution of the firm <em>(Attach proof)</em></td>
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<td>6</td>
<td>Permanent Account Number (PAN) <em>(Attach proof)</em></td>
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<tr>
<td>7</td>
<td>Service Tax Regn. Number <em>(Attach proof)</em></td>
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<tr>
<td>8</td>
<td>Provident Fund Registration Number <em>(Attach proof)</em></td>
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<td></td>
<td>ESI Registration Number <em>(Attach proof)</em></td>
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<td></td>
<td>License Number under Contract Labour Act <em>(Attach proof)</em></td>
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<td>9</td>
<td>List of vehicle along with photocopy of their R.C. / fitness and permit.</td>
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<tr>
<td>10</td>
<td>Details of last three consecutive years for supply of vehicles in any of the Govt. of India/ State Government Department / Autonomous Institution/ Universities / Public Undertaking of the Govt. of India or State Government or Public Sector Bank <em>(along with the proof for the same)</em></td>
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<tr>
<td>11</td>
<td>Have you ever been reprimanded by any of the Department for providing unsatisfactory services, if yes complete details thereof.</td>
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<tr>
<td>12. Whether the agency has been blacklisted by any of the Department/ Organization / Govt. of India/ State Govt./ and any Criminal case is pending against the said firm / agency.</td>
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<tr>
<td>13. Whether terms and conditions of the tender duly accepted.</td>
<td>:</td>
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</tr>
</tbody>
</table>
| 14. Details of the Earnest Money | Amount ...............  
D.D./FDR No...............date.............  
Bank............  Branch.............. |

This is to certify that I/we carefully read the contents of the tender document and fully understood all the terms and conditions therein and undertakes myself/ourselves to abide by the same.

Signature of the Tenderer

Place:  
Date: ___/___/2014  

Name of the Signatory __________________________  
Name of the Firm/agency __________________________  
Seal of the Firm/Agency __________________________
### Annexure 2

**PRICE BID FORMAT FOR NEED BASED VEHICLE**

**Details of rate quoted for requirement of vehicle on monthly contract basis for one year**

(A) For Chennai - 4(Four) Vehicles (Scorpio/Sumo/Tavera)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars of Vehicles</th>
<th>Rate per month for 3000 KM / 12 Hours per day</th>
<th>Additional Charges for Extra KM. (Rs. per KM)</th>
<th>Additional Charges for Extra Working Hours (Rs. per hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
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</table>

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars of Vehicles</th>
<th>Daily charges (100 KMs. &amp; 12 Hours)</th>
<th>Additional Charges for Extra KM. (Rs. per KM)</th>
<th>Additional Charges for Extra Working Hours (Rs. per hour)</th>
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<tr>
<td>2</td>
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<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
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</table>

Note:

1. The tender will be awarded to the bidder whose bid is the lowest in respect of amount furnished at Column No. 2 as items at Column Nos. 3 & 4 may be occasional.
2. The rates quoted should be excluding the service tax.

The columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender.

Signature of the Tenderer

Place: ________________
Name of the Signatory: ______________________

Date: ___/___/2014
Name of the Firm/agency: ______________________
Seal of the Firm/Agency: ______________________
UNDEARTAKING

It is certified that my firm/agency/company has never been black listed by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said Firm/agency as on

Signature of the Tenderer

Place: ____________________________

Date: ____/____/2014

Name of the Signatory _______________________

Name of the Firm/agency ____________________

Seal of the Firm/Agency ____________________
List of information/documents to be submitted

a) Annexure 1 to 3 duly filled

b) Copy of partnership deed in case of Partnership Company

c) Service Tax Registration No. and the Authority with whom Registered.

d) Permanent Account Number.

e) P.F. Registration No.

f) ESI Registration No.

g) License No under Contract Labour Act.

h) List of vehicles along with photocopy of their R.C. / Fitness and permit.

i) Details of last three consecutive years for supply of vehicles.

j) Audited Balance Sheets for the last 2 years. Annual turnover of the firm should be Rs. 5,00,000/- and above.

k) EMD of Rs. 50,000/- in favour of Authorised Officer, FSSAI, Chennai.

l) Registered office (Address) and parking place/ garage within 10kms from FSSAI with Telephone No. /Fax No./ Mobile No.

m) Must have travel and transport as its nature of business.

n) Copy of certificate of incorporation and memorandum of association if any

o) Undertaking to the effect that the tenderer would absolve FSSAI of any liability which accrues during the contract period.

p) Tenderer must provide name and residential address (both existing and permanent) in the format given below.

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Note: (a) All papers of tender document must be signed by the firm.