

Tender for "Hiring of cars on rental basis"



**INTELLECTUAL
PROPERTY INDIA**
PATENTS/DESIGNS/
TRADE MARKS/
GEOGRAPHICAL
INDICATIONS



सत्यमेव जयते

**Office of The Controller General
Patents, Designs & Trade Marks**
Boudhik Sampada Bhavan, First Floor,
Next to Antop Hill Post Office,
S. M. Road, Antop Hill,
Mumbai-400037, India.

(Tel): ☎ 022-24132735
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(Email)cgoffice-mh@nic.in

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No: CG/F/hiring of cars/2009

Date: 23.11.2009

1.0 PREVIEW OF TENDER

BID REFERENCE: No : CG/F/ hiring of cars/2009

dated 23.11.2009

DATE OF ISSUE OF TENDER DOCUMENT :

LAST DATE FOR RECEIPT OF TENDER DOCUMENT : 8th December, 2009 at 1500 hrs

TIME AND DATE OF OPENING OF THE TENDERS . 8th December, 2009 at 16.30 hrs

PLACE OF OPENING OF THE TENDERS :

Intellectual Property Office, Antop Hill, Mumbai-400 037

ADDRESS FOR COMMUNICATION : Shri D.K.Borate, Administrative Officer, Office of
CGPDTM, I.P. Bhavan, S.M.Road,
Antop Hill Post Office, Mumbai-400
037.

Tender for “Hiring of cars on rental basis”

Dear Sir/ Madam,

With reference to our tender notice for Hiring of cars on rental basis, sealed bids are invited on behalf of President of India, through The Controller General of Patents, Designs & Trade Marks, Mumbai for the supply on hire of Air-Conditioned/Non Air-conditioned Diesel/Petrol/CNG cars as per the requirements, for a period of one year or as specified in the letter communicating acceptance of tender/Award of work. Interested parties being a reputed and established Taxi operators stationed or having garage particularly in area of Hyderabad Estate (Napean Sea Road) & Ghatkopar may apply.

The tender should consist of two bids. **“Technical Bid” along with Earnest Money Deposit and “Commercial Bid”**. The Proforma for submission of tender has been given in **Annexure-III** (for Technical Bid) and **Annexure-IV** (for Commercial Bid). The manner in which the bids should be prepared is as prescribed in **Para 4 of Annexure I**.

The Commercial Bids of only those bidders will be opened whose technical bids are successful. IPO, Mumbai reserves the right to accept or reject any or all bids. The method of submission of tender, amounts of Earnest Money/Security Deposit and General Terms and Conditions applicable to contract has been mentioned in **Annexure-I**.

The work is to be performed strictly as per parameters/technical specifications given in **Part-1 of Annexure-II**. The Terms and Conditions specified in the contract have been mentioned in **Part-II of Annexure-II**.

Administrative Officer, Office of CGPDTM,
I.P. Bhavan, S.M.Road,
Antop Hill Post Office, Mumbai-400 037.

Note: The Purchaser shall not be responsible for non-receipt/non- delivery of the Bid documents due to any reason whatsoever.

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Schedule for invitation for Bids:

- a) Name of Purchaser:
President of India acting through The Controller General of
Patents, Designs & Trade Marks, Mumbai
- b) Location where supply of cars would take place:
IPO Building, S.M.Road, Near Antop Hill Post Office, Antop Hill, Mumbai-400 037
- c) Addressee and Address at which Bids to be submitted:
Head of Office, Office of CGPDTM,
I.P. Bhavan, S.M.Road, Antop Hill Post Office,
Mumbai-400 037.
- d) Last time and date for receipt of Bids:
On or before **8th December, 2009 till 1500 hrs**
- e) Place, Time and Date of opening of Technical Bids: **8th December, 2009
at 1630 hrs.** at IPO Building, S.M.Road, Antop Hill Post
Office, Mumbai-400 037.
- f) **Date of opening of commercial bids of successful bidder: 9.12.2009
at 11.00a.m**
- f) Date till which the Bids are valid:
365 days from the date of opening of the Technical Bids.
- g) Name and Designation of the Contact Person:
Administrative Officer, Office of CGPDTM,
I.P. Bhavan, S.M.Road, Antop Hill Post Office,
Mumbai-400 037.

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GENERAL TERMS AND CONDITION:

1. Parties: - The Parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and the Government of India through The Controller General of Patents, Designs & Trade Marks and on behalf of the President of India.

2. Addresses:- For all purposes of the Contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the CGPDTM. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3. Earnest Money:

- An earnest Money Deposit of **Rs.10,000/-** shall be furnished in the form of D.D in favour of “Registrar of Trade Marks” payable at Mumbai, and must be enclosed. **CHEQUES ARE NOT ACCEPTABLE AS EARNEST MONEY DEPOSIT UNDER ANY CIRCUMSTANCES.** EMD paid by the bidders shall be returned after awarding of contract to the successful bidder and successful bidder have to deposit performance security @ 10% of the total contract value that shall be released after the completion/termination of the contract. Tender without EMD amount will not be considered and rejected out right. The earnest money and performance security money shall bear no interest.

All applications for the refund of Earnest Money Deposit shall be made to the Administrative Officer, Office of CGPTDM, IP Bhavan, Near Antop Hill Post Office, Mumbai-400 037 quoting the receipt No. and date.

- No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the office in receipt of any previous work will be entertained.
- Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bank guarantee will be forfeited to the Government.
- The Tenders without E.M.D. will be summarily rejected.
- No claim shall lie against the Government/office in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

4. Preparation and Submission of Tender:

The tender should be submitted in two parts namely Technical Bid(in form given in **Annexure-III**) alongwith Earnest Money Deposit and Commercial Bid(in form in **Annexure –IV**) and each should be kept in a separate wax sealed cover . Both the bids should be kept in another sealed cover addressed to the undersigned. The outer envelope containing wax sealed cover should bear the address, Tender Number and date, subject of tender , date and time of opening of the same . The inner envelopes should be super scribed with

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Tender Number, subject of Tender, whether the envelope is containing “Technical Bid” or “Commercial Bid” and date of opening of Tender.

5. Signing of Tender :

Individual signing the tender or other document connected with contract must specify whether he signs as :

- A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
- A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- Director or principal office duly authorized by the Board of Directors of the Company, if it is a Company.

Note:

- In case of partnership firms, a copy of the partnership agreement , or general power of attorney duly attested by a Notary Public , should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney . The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- In the case of partnership firms, where no authority to refer disputes concerning the business or partnership firm has been conferred on any parties the tender and all other related document must be signed by all partners of the firm.
- A person signing the tender form or any documents forming part of the tender on behalf of another should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the IPO Office, Mumbai without prejudice can cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- The tenderer should sign and affix his/his firm’s stamp at each page of the tender and all its Annexure as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED /DETACHED FROM THIS TENDER DOCUMENT**

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6. Technical Bid :

The Commercial Bid should be submitted in the form given in **Annexure –III along with the Bank Guarantee/ Demand draft of Rs. 50000/-** along with registration particulars , Copy of PAN Number issued in favour of the firm, full details of the number of Cars registered in the name of the tenderer or his firm with photo copies of RCs and any other information sought for in the last section of the **Annexure-II**.

7. Commercial Bid:

- The commercial Bid should be submitted in the form given in **Annexure IV** in a separate sealed cover kept inside the main cover. The Commercial Bids of those tenderes, who are found technically compliant, will be opened on a date and time as specified in the schedule of the bids.
- Rate to be quoted separately for two categories i.e. A/C and non A/C Vehicles and also for different model of cars separately preferably Indica, Honda City, Toyota Corolla etc. The price quoted shall be firm and final for the entire contract period.
- Nothing extra will be paid towards taxes, if tax rates are increased during the currency of contract. However benefit of reduction in taxes will be passed on to the Government.
- Terms of payment as stated in the Tender Documents shall be final.
- At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. Validity of the Bids:

The Bids shall be valid for a period of 365 days from the date of opening of the tenderers.

9. Opening of Tender:

The Tenderer is at liberty either himself or authorize, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

10. Criterion for Evaluation of Tender:

The evaluation of the tenders will be made first on the basis of technical information furnished in form given in **Annexure-III** on the basis of commercial information furnished in form given in **Annexure-IV**. The Commercial bid (**Annexure-IV**) of such firms found valid based on technical parameters (as per **Annexure-III**) will be opened on the date, time and venue to be announced after opening of the Technical Bid. L1 bidders will be decided based on

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the price quoted for all the categories. **The reasons for selection or rejection of a particular tender will not be disclosed.** The award of work will be further subject to any specific terms and conditions of the contract given in **Part-II of Annexure-II** of this Tender document.

11. Right of Acceptance:

- The IPO Office, Mumbai reserve all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of IPO Office, Mumbai, in this regard shall be final and binding.
- Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor’s quotation.

12. Communication of Acceptance:

Successful Tenderer will be informed of the acceptance of his tender.

13. Security Deposit:

Successful bidder have to deposit performance security @ 10% of the total contract value in shape of DD or Bank Gurantee with in 07 days from the date of acceptance of the tender that shall be released after the completion/termination of the contract.

14. Penalty:

- In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Car from the market in the event of Contractor failing to provide requisitioned Cars or not providing Cars, the IPO Office, Mumbai shall make deductions at double the rate of Hiring rate on prorata basis form the bills preferred by the Contractor or that may be demanded from him to be paid within seven days to the credit of the Department of Telecom.
- The powers of the IPO office, Mumbai under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 14 above.

15. Breach of Terms & Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof , and nothing will be payable by the Patent Office in that event and the security deposit **will be forfeited.**

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16. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party.

17. The tender is not transferable.

18. Terms of payment:

- No payment shall be made in advance nor the any loan from nay bank or financial institution shall be recommended on the basis of the order of award of work.

- The contractor shall submit the bill for passed mileage at each stage/in the first week of following month in respect of previous month (in case of monthly payments) after due verification of log book by the authorized person.

- All payments shall be made by cheque/A/c payee Demand Draft only.

- The IPO, Mumbai Office shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.

- The term “payments” mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

- Wherever applicable all payments will be made as per schedule of payments stated in **Part-II of Annexure-II**.

19. Arbitration:

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

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ANNEXURE-II

PARAMETERS AND TECHNICAL SPECIFICATION FOR EXECUTING THE WORK

PART-I

PARAMETER AND TECHNICAL SPECIFICATION FOR EXECUTING THE WORK

1. Bidders should be recognized from the Department of Tourism or State Transport Authority as an Authorized Transporter/Taxi Operator.
2. The bidder should be registered and should furnish a copy of registration certificate in support thereof.
3. The bidders should have sufficient vehicles (minimum 05) Indica/Maruti/Toyota Corola/ Qualis/tata Sumo/Honda city not older than year 2006, registered as commercial vehicles.
4. The list of Cars along with photocopies of registration book should be attached with of the tender.
5. The bidder shall have experience of minimum period of last 03 years for similar type of contract of supplying not less than five (05) commercial vehicles to Govt. organization/or any public sector undertaking.
6. Only such Taxi operators may apply whose Cars have been duly authorized by the concerned RTO for use as public transport.
7. The bidder should have registered with Income Tax and Service tax authorities.

8.The bidders should submit Banker’s terms and conditions solvency certificate issued by the Nationalised Bank for advertised tender value

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PART-II

TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

1. The Cars will generally be required by the IPO, Mumbai Office for its daily official work and carrying Officers/Guest or other dignitaries. They may also be required for other types of journey such as carrying officials on outgoing trips etc.
2. The IPO, Mumbai Office will generally require the Cars on daily basis. However, at times urgent additional requisition for Cars may also be made which shall have to be complied with.
3. “Full Day” would imply normally for a run of the Car up to 80 Kilometer – 8.30 hours duration.
4. Contractor shall maintain a logbook of duty performed in scheduled format given by the office.
5. Duty Slip for each duty performed as prescribed in **Annexure V**. Meter reading for the purpose of payment will start/terminate from the point of residence at Heydrabad Estate (Napean Sea Road) and Ghatkopar, Mumbai.
6. Cars to be provided by the Contractor should be in perfectly sound working condition and suitable for use by senior officers. Driver should be in proper white and white uniform, well versed with Mumbai routes and places and should be well behaved and courteous to the passengers. He should have a mobile connection with him.
7. No mileage will be allowed for lunch/tea of the driver. Driver should carry his lunch.
8. Payment will be made after the bills are cleared by the IPO, Mumbai Office, which is expected to take two to three weeks time on an average.
9. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes.
10. The period of contract may be extended on the same finalized terms and conditions for a further period up to 6 months at the discretion of the IPO, Mumbai Office.
11. All the Cars should be covered under Comprehensive insurance. In circumstances the hired Car is involved in an accident resulting in loss or damage to property or life with respect to vehicle, driver, passenger or any third party as per the liability

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- under relevant sections of Motor Vehicle Act 1968 and IPC, the hiring authority shall have no responsibility of whatsoever and will not entertain any claim in this regard under the said provision of the Law. The sole responsibility for any legal or financial implication would vest the contractor.
12. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. IPO may ask the contractor to produce documents to verify that the contractor complies with these provisions/laws.
 13. As and when desired by the hirer, the contractor shall submit the proof of Service Tax/ESI/EPF deposit and any other document showing the concerned Govt. Authority, to IPO.
 14. The Contractor shall assign the job of driving of hired vehicle only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. IPO shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under relevant section under IPC and any loss caused to IPO have to be compensated by Contractor.

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ANNEXURE-III

TENDER FORM-1 TECHNICAL INFORMATIONS AND UNDERTAKING
(See Clause 6 of Annexure-I of this Tender Document)

1. Name of the Tenderer/Concern: _____
2. Address (with Tel. & Mob. No.) _____
3. Address and telephone number of Garage, at Mumbai : _____

4. Nature of the concern _____
(i.e. Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization.)
5. Registration Number of Tenderer/Concern
(Attested photo copy of registration should be attached)
6. PAN Number of Tenderer/Concern: _____
(Attested copy should be attached)
7. Bank Guarantee/Demand draft No. _____ Dated _____
From bank name _____ Amounting Rs.
as Earnest Money Deposit.
8. Registration Nos. of Cars together with make:
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____

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(photocopies of registration book should be attached)
9. Whether each page of tender Document and its Annexure have been signed and stamped. YES/NO
10. List of Important Organizations with address and Telephone number to whom Taxi services have been provided during the last three years with period of contract is enclosed (Summary may be enclosed on separate sheets for each contract and period and amount of contract; remarks/observations/appreciation of the organization for whom the work was conducted; and any other information considered important by tenderer)
11. Address of garage at Mumbai/Navi Mumbai
12. Any other information important in the opinion of the tenderer.

(Dated Signature of Tenderer
with stamps of the firm)

Dated :
UNDERTAKING

Tender for “Hiring of cars on rental basis”

1. I/We undertake that I/we have carefully studied all the terms and conditions and understood the parameters of the proposed work of IPO Office, Mumbai and shall abide by them.
2. I/We undertake that I/we have understood “Parameters and Technical Specifications for conducting the Work” mentioned in Annexure- II of the tender and shall conduct the work strictly as per these “Parameters and Technical specifications for conducting the work”.
3. I/We hereby certify that none of my relative(s) as defined in disclaimer clause of Annexure-I am /are employed in the IPO, Mumbai.
4. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

(Dated Signature of Tenderer
with stamps of the firm)

Dated :

At :

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ANNEXURE-IV

TENDER FORM-2 COMMERCIAL INFORMATIONS

(See Clause 7 of Annexure-I of the Tender Document)

1. Rate (all inclusive including all taxes and levies) for Non Air Conditioned Cars as indicated below:

(a) For Non Air Conditioned Cars

Type /Model of car	Rates (in Rupees)
a. 8.30 hours or 80 Kms. (per day) and minimum 1600 Km for amonth	
b. Rate per additional Km.	
c. Rate for additional time i.e. per hour	
d. Any other charges	

(b) For Air Conditioned Cars

Type/Model of cars	Rates (in Rupees)
a. 8.30 hours or 80 Kms. (per day) and minimum 1600 km for a month	
b. Rate per additional Km.	
c. Rate for additional time i.e. per hour	
d. Any other charges	

(C) Call basis for AC and Non-AC Cars as and when required

Type/Model of cars	Rates (in Rupees)
a. 8.30 hours or 80 Kms. (per day) and minimum 1600 km for a month	
b. Rate per additional Km.	
c. Rate for additional time i.e. per hour	
d. Any other charges	

Any other information:

(Dated Signature of Tenderer
with stamps of the firm)

Dated :

At

:

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ANNEXURE-V

Format of Duty Slip

DAILY DUTY SLIP Date:

Portion to be filled by Transporter

Name of the Driver:

1. Vehicle No
2. (a) A/C Non-A/C 2 (b) Model No..
3. Name and address of the user
4. Nature of Duty Local/Outstation
5. Starting meter at starting point(Hydrabad Estate(Neapean Sea Road)/Ghatkopar)
6. Closing meter at ending point Hyderabad Estate(Neapean Sea Road)/Ghatkopar)

Portion to be filled by Officer

Name, Designation of the Officer:

- a) Starting Meter at reporting point b) Reporting Time
- c) Closing Meter at relieving Point d) Closing Time
- e) Total Kms (c – a) f) Total duration (in Hrs)
- g) Parking Slips if any
- h) Night halt if any

Driver’s Signature

Signature of officer with date.