

TENDER DOCUMENT
FOR
HIRING OF PRIVATE TAXI

**CENTRAL LABORATORY
BUREAU OF INDIAN STANDARDS
PLOT NO. 20/9, SITE -IV,
SAHIBABAD INDUSTRIAL AREA
SAHIBABAD- 201010**

**TEL: 0120-4177117/118
FAX: 0120-4177103**

Price: May be downloaded free of cost.

BUREAU OF INDIAN STANDARDS

(Central Laboratory)

20/9, Site- IV, Industrial Area, Sahibabad, Distt. Ghaziabad (UP)

TENDER NOTICE

Hiring of Taxi

Bureau of Indian Standards, Central Laboratory, Plot No. 20/9, Site IV, Sahibabad Industrial Area, Sahibabad-201010 (UP) invites sealed tenders from registered and reputed agencies/firms for Annual rate Contract for Hiring one taxi on monthly basis under two bid systems. **The last date of receipt of tender is 21 January 2013** by 15:00 hrs. The tender document which may be downloaded from our website www.bis.org.in and www.eprocure.gov.in. The amount of **EMD (Bid Security) is Rs. 10,000/- (Ten Thousand Only)** which may be paid in the form of Demand Draft or Banker's Cheque in favour of Bureau of Indian Standards, Central Laboratory payable at Sahibabad(U.P) from any of the commercial banks and should be valid **for at least 3 months..**

Tender is under two bid system. Both technical and financial bids shall be placed in separate sealed envelope and each envelope marked as Technical bids and Financial bids respectively. Earnest Money shall be submitted along with the technical bid. Both the envelopes shall be submitted together in another sealed envelope addressed to **Deputy Director (A&F), BIS, Central Laboratory, 20/9, Site- IV, Industrial Area, Sahibabad, Distt. Ghaziabad (UP)** should reach latest by 15:00 hrs on **21 January 2013**. The tender box will be placed at the administration section of BIS Central Laboratory. Technical bids will be opened on the same day at 4:00p.m before the representatives of the bidders (if any). The technical bid shall be evaluated as per the criteria and financial bid shall be opened only for those bidders who are found eligible. The date and time of opening of financial bid of technically qualified bidders shall be intimated to individual bidders.

The Competent Authority reserves the rights to cancel any or all the quotations without assigning any reason.

For information regarding any change, please visit our website regularly.

Deputy Director (A&F)

BUREAU OF INDIAN STANDARDS
(Central Laboratory)
20/9, Site- IV, Industrial Area, Sahibabad, Distt. Ghaziabad (UP)

TENDER DOCUMENT

Sub: Inviting tender for hiring of taxi/car.

A. INVITATION TO BID

The Bureau of Indian Standards, Central Laboratory, 20/9, Sahibabad Industrial Area, Sahibabad, Distt. Ghaziabad (UP) intends **to hire one taxi (Tata Indigo or Accent GLE or Maruti SX4 or Ford ICON or similar make/model) on annual rate contract basis for its official use**, initially for a period of one year. Firms who are interested to offer their taxi to BIS CL are requested **to send sealed tenders in the requisite proforma given in Annexure-III & IV** to the Deputy Director (A&F). Bureau of Indian Standard, Central Laboratory, Sahibabad, Distt. Ghaziabad (UP) latest by 1500 hrs on **21 January 2013**.

A. TERMS & CONDITIONS

1. The successful bidder should deposit 10% of the bid amount **as Performance Guarantee** in the form of Accounts Payee Demand Draft/Banker Cheque from a scheduled bank , drawn in favour of Bureau of Indian Standard payable at Sahibabad (U.P)
2. During the period of contract, the contractor should be in a position to supply the vehicles on monthly basis.
3. **The rates quoted shall be inclusive of all govt. taxes (except for parking and toll charges and service tax). The rates shall not be changed during the period of contract.**
4. **To and fro dead mileage upto a maximum of only 10 Km** per day will be allowed.
5. One vehicle with driver should be earmarked for the BIS CL during the period year of the contract.
6. The BIS CL reserves the right to terminate the contract at any time without assigning any reason.
7. The drivers shall maintain logbooks duly signed by the users, indicating point-to-point entries and kilometers covered on a daily basis.
8. Payments for the services rendered would be made on a monthly basis provided the claims are in order and are supported by the log books/relevant duty slips, duly signed by the users.
9. If the performance of the service provider is found unsatisfactory or the terms and conditions of the contract are violated, the BIS CL reserves the right to forfeit the performance security deposit and terminate the contract.

10. The bids along with **EMD Amount of Rs. 10, 000/-** in the form of Accounts Payee Demand Draft drawn in favour of **Bureau of Indian Standards payable at Sahibabad (U.P)** must be submitted by the stipulated date. EMD shall be liable to be forfeited if the successful bidder fails to provide the service. Bids received without EMD or those received after the due date and time will not be entertained.
11. The service provider shall adhere to all the prevailing statutory laws.
12. **The contract shall remain in force initially for one year.**
13. The contract may be extended with mutual consent, after the initial period of one year based on satisfactory report.
14. Driver should be in a proper uniform, well versed with Delhi and NCR & Ghaziabad routes and places. He should be well behaved and courteous to the passengers. Only such drivers shall be deputed for duty for BIS CL whose driving licence is minimum three years old.
15. **The driver should be carrying a working mobile phone, whose number shall be communicated to the BIS CL authorities.**
16. **The Taxi registered under Taxi or commercial vehicle only should be provided.**
17. The vehicle should be duly insured and the insurance cover should be valid throughout the period of contract. The Insurance cover, protecting the BIS, CL against all claims applicable under the Workman's Compensation Act, 1948 or other Acts as applicable, shall be taken by the contractor. The taxi/vehicle provider shall arrange necessary insurance cover for any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on BIS, CL the same shall be reimbursed/indemnified by the taxi/vehicle provider.
18. The driver should have experience of at least three years.
19. Payment of bills would take about three to four weeks time on an average. However, no interest/ penalty would be paid by BIS in case of delay in payment due to official reason.
20. 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 any reason except Govt. taxes during the period of contract.
21. The starting point would be counted from the duty point and not contractors garage or any other taxi parking place of the contractor. Duty point would be informed to the contractor by BIS CL. The starting and end time would be counted from duty to duty point.
22. The period of contract may be extended after the initial period of one year is over with mutual consent subject to satisfactory performance during the initial period. However the extension would be maximum for one year on the same terms and conditions as initial year.

23. BIS CL shall have the right not to utilize the services of the contractor at all at any time for any period without giving any notice and reason. BIS CL also reserve the right to hire taxis from any other service provider even during the period of contract. The contractor shall provide the vehicle any time during the day/night (i.e., on 24 hours x 7 days).
24. Provision for adhoc arrangement: Other than the regular one taxi, the contractor may be asked to provide additional vehicle(s) as and when required and the firm has to make arrangement accordingly at short notice. The payment for such additional vehicle(s) would be made on pro-rata basis.
25. All disputes will be subject to the jurisdiction of Distt. Ghaziabad.
26. **Criterion for Evaluation of Tender:** - Criteria for evaluation ias as given at Annexure-II Lowest bidder who fulfils all technical parameters and terms and conditions shall be considered for award of contract.
27. The Commercial Bid of only those tenderers will be opened at **1500 hrs on** such date as may be fixed and communicated to concerned bidders by the BIS CL, whose Technical Bids have been declared qualified by the BIS. These will be opened in the presence of those tenderers, whose Technical Bids are accepted and who wish to be present.
28. **Arbitration:** If any differences arise concerning this agreement, its interpretation or 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 within 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 office of the CL. The arbitration proceedings shall take place in BIS Central Laboratory, 20/9 Site IV, Industrial Area, Sahibabad, Distt. Ghaziabad (UP). The provisions of Arbitration and Conciliation Act 1996 and the rules framed there under and in force shall be applicable to such proceedings.

Deputy Director (A&F)

GENERAL TERMS AND CONDITIONS

Sub: - Notice Inviting Tender for “Hiring of Taxis”

1. **Parties:** - The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and the Bureau of Indian Standards (BIS), CL, Sahibabad.

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 and contact number(s) by a separate letter sent by registered post with acknowledgement due to the BIS, CL, Sahibabad. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address and contact number(s) in the aforesaid manner.

3. **Earnest Money:** Earnest Money of Rs.10, 000/- (Rupees Ten thousand only) in the form of Demand Draft from any nationalized bank must be deposited by bidders along with their duly filled up tenders documents. The validity of the Demand Draft (EMD) shall be of at least 3 (three) months. Demand Draft shall be in favour of” Bureau of Indian Standards, payable at Sahibabad.”

3.1 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Bureau in respect of any previous work will be entertained.

3.2 Tender(s) 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 EMD will be forfeited by the BIS CL.

3.3 The tenders without Earnest Money and not filled up tender document & leave blanked will be summarily rejected.

3.4 No claim shall lie against the BIS CL 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 bid should be submitted in two parts namely, Technical Bid (form given in Annexure-III) alongwith Earnest Money Deposit and Commercial Bid (form given in Annexure-IV) and each should be kept in a separate wax sealed cover envelop . Both the bids should be kept in another big sealed cover envelope 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 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 documents connected with contract must specify whether he signs as:-

- (a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
- (b) 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.
- (c) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

Note Below

(1) 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.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person 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, this office may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) 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.** (This subclause will not be applicable in cases where signing of a separate agreement is considered by the BIS), CL Sahibabad, If necessary).

6. Technical Bid: The Technical bid should be submitted in form given in Annexure-III along with the EMD of Rs 10,000/- alongwith registration particulars, copy of PAN Number issued in favour of the firm, full details of the number of Taxis registered in the name of the tenderer or his firm and other information sought for in the **Annexure-III**.

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 tender (s) who are found technically eligible, will be opened on a specified date and time to be intimated to the respective tenderer. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Commercial Bids.

7.1 Terms of payment as stated in the Tender Documents shall be final.

7.2 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 180 days from the date of opening of the tenders.

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. **Right of Acceptance:** The Bureau of Indian Standards, CL reserves all rights to reject any tender without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority of the BIS, CL in this regard shall be final and binding.

11. 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 their tender.

13. **Security Deposit:** The successful tenderer shall furnish Demand Draft/bank guarantee/Bankers Cheque of 10% of the bid amount in favour of "Bureau of Indian Standards" payable at Sahibabad towards Security Deposit within 7 days from the date of acceptance of the tender.

13.1 The Security Deposit can be forfeited by order of the competent authority of the BIS CL in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Security Deposit as may be considered by the BIS, CL, Sahibabad. Sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final settlement on the account of firm's bill has been received and examined.

14. **Penalty:**

(a) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Taxi from the market in the event of Contractor failing to provide requisitioned number of taxis or not providing Taxis, BIS CL shall make **deductions at double the rate of hiring rate on prorata basis** from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the BIS.

(b) The powers of the Office of the BIS under this condition 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 13 above.

15. **Disclaimer:** The near relatives of employees of the BIS are prohibited from participation in this tender. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Their husband or wife.

(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

16. Breach of Terms and 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 Bureau in that event and the security deposit in the form of performance Bank Guarantee shall be encashed.

17. **Sub-letting of Work:** The firm shall not assign or sublet the work or any part of it to any other person or party.

18. The tender is not transferable.

19. Terms of payment:

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

19.2 The contractor shall submit the bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.

19.3 All payments shall be made by cheque only.

19.4 Office of the BIS shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties imposed by the Bureau, if any.

19.5 The term 'payment' 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.

20. **Arbitration:** If any difference arises concerning this Agreement, its interpretation or the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within 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 Office of the BIS, CL, Sahibabad. The arbitration proceedings shall take place in BIS, CL, Sahibabad. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed thereunder and in force shall be applicable to such proceedings.

TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK

1. Main parameters for technical evaluation

- a) **The vehicles should be model 2011 or thereafter**, in good physical and working conditions with proper insurance coverage and **should not have covered more than 35, 000 kilometers**.
- b) The driver earmarked for the Bureau should have **at least three years driving experience**, must be conversant with the traffic routes in Delhi/ Distt. Ghaziabad (UP) and must carry working mobile phones with them while on duty. Their antecedents should also have been got verified by the service provider.
- c) The service provider should have **adequate number of Taxi (i.e. at least two taxis)** to meet the requirements of the Bureau and should be in a position to provide stand by Taxi in case of breakdown of the vehicles earmarked for the Bureau. Failure to do so would result in taxi charges from the point of break down to the destination being recovered from the payments due to the service provider.
- d) The selected service provider should provide copies of the registration certificates, insurance coverage certificates and pollution under control certificates in respect of the vehicles earmarked for the BIS CL and valid licenses of the drivers before Commencement of the contract and police verification of Driver and no legal case is pending on Service provider.
- e) **The following documents should be attached to the bid documents:**
 - a) Copy of the Income Tax Return filed/acknowledgement obtained for the assessment year 2011-12.
 - b) Copy of the PAN card issued by the Income Tax Department to the service provider.
 - c) Details of the taxis owned by the firm/partner or proprietor of the firm
 - d) Details of Government Departments/Organizations for which services are being provided by the service provider.
 - e) The bidder should indicate whether they have ever been black listed in the past by any Department, Govt. of India.
 - f) The list of Taxi Model of 2011 onwards along with photocopies of registration book should be attached with the tender.
 - g) Undertaking regarding no legal case is pending.
 - h) The firm should be registered and should furnish a copy of registration certificate in support thereof.
 - i) The firm should have minimum one years of experience of working. Satisfactory Service Certificates from existing/past employers should be enclosed, in this regard.

- j) The firms should have adequate number of cars to be provided as taxi. A backup of minimum of 1(one) cars should also be ensured by the firm. Attach documentary proof.
- k) Firms should have adequate number of drivers (two drivers) having experience of driving in UP/Delhi. Attach documentary proof.

(Supporting documents must be enclosed)

TENDER FORM-1 TECHNICAL INFORMATION AND UNDERTAKING

Sub: - Notice Inviting Tender for Hiring of “Taxi”

1. Name of the Tenderer/Concern:
2. Office Address (with Tel. & Mob. No.)
3. Address and Tel. No. of Garage:
4. PAN No. of the firm
5. Working experience of the Taxi firm (in years):
6. Nature of the concern :(i.e. Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization) - Copy of Registration Certificate be furnished.
7. Whether assessed to Income-Tax: (furnish copy of last three years return alongwith Income-tax Clearance Certificate)
8. Nos., Age in Years & Models, Make of the vehicle owned by the firm:
9. Nos. of drivers, qualification and communication capability in local & Hindi/English languages by the driver(s) along with their working (driving) experience (in yrs):
10. Availability of Cell phones & dress of the driver(s):
11. Remarks (if any):

Date:

Place:

Sign. & seal of the firm

ANNEXURE- IV

TENDER FORM-2 COMMERCIAL INFORMATION
(See Clause 7 of Annex-I of this Tender Document)

Sub: Notice Inviting Tender for Hiring“Taxi” **(Financial bid)**

The financial bids may be furnished in the following format **separately for AC Taxis.**

Particulars	Tata Indigo/Accent GLE/Maruti SX4/Ford ICON
Monthly basis Rates (in Rs)*:-	
Up to 2000 Kms/ 240 hrs	
Up to 2400 Kms/ 300 hrs	
Extra Charges per Km. beyond 2000 Kms	
Extra Charges per Km. beyond 2400 Kms	
Extra Charges per hrs beyond 240 hrs.	
Extra Charges per hrs beyond 300 hrs.	

***Rates quoted shall be rounded off in 50 Paise. Rates quoted shall be inclusive of all govt. taxes except parking,toll charges and service tax.**

Signature with date

Seal:

A G R E E M E N T (on Rs 100 Stamp paper)

This Agreement is made at on this ----- day of ----- between Bureau of Indian Standards (BIS) CENTRAL LABORATORY, Plot No. 20/9, Site IV, Sahibabad Industrial Area, Sahibabad-201010, Distt. Ghaziabad(U.P.), hereinafter called the party of the 1st part and M/s hereinafter called the party of the 2nd part; Whereas the party of the 2nd part has agreed to render the services of hiring of taxis/vehicle to the party of the 1st part for a period of one year w.e.f. on the terms and conditions mutually agreed upon as under:

1. In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Taxi from the market in the event of Contractor failing to provide requisitioned number of taxis or not providing Taxis, the office shall make **deductions at double the rate of hiring rate on prorata basis** from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the BIS. The vehicles supplied by the firm on hiring basis to this office, shall not be in any case, of the model before the year 2012, failing which a penalty of 1% per day of the monthly bill shall be deducted.

2. (i) Taxis to be provided by the firm shall be in perfectly sound working condition and suitable for use by Senior Officers. Taxis will be internally neat and clean with curtain and regularly wash the seat cover. The Taxi AC/Heater will be in working and effective condition.

(ii) The firms should have at least 1 Nos. of cars (saloon-type) to be provided as taxi. A backup of minimum of 1 cars shall also be ensured by the firm.

(iii) Firms shall have sufficient number of drivers having experience of driving in Delhi/UP.

(iv) Taxi will be regularly check by BIS CL officer and verifying the log book.

3. All the legal formalities such as registration with RTO, insurance formalities etc. shall be completed in all respect of all the vehicles provided to this office by the firm.

4. (i) The firm should ensure that the drivers employed hold valid driving license, are well behaved, reasonably educated, conversant with traffic rules/ regulations and city roads/routes as well as security instruction.

(ii) Driver employed by the firm must have a cell-phone duly activated.

(iii) Driver shall wear uniform while on duty in this office, failing which a penalty shall be imposed at the discretion of the competent authority of this office.

(iv) No mileage will be allowed for lunch/tea of the driver. Driver should carry his lunch.

(v) Only drivers having sufficient experience of driving in Delhi/UP shall be deployed to the office of the Bureau of Indian Standards. The firm should inform in advance the bio-data of all drivers that could be deployed for office of the BIS duty.

(vi) The firm shall have an adequate number of telephones for contract round the clock and these may be conveyed to this office.

(vii) The time and distance in respect of hired taxis will commence and terminate at the residence of Sc-G & chief (Labs) or any Officer. This may change subsequently.

(viii) While the office of the Bureau of Indian Standards has a regular requirement for hiring taxis, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The office will also reserve the right to hire taxis from any other provider of such services even during the period of contract. Revision of rates will not be entertained during the period of contract and no advance amount will also entertained.

- (ix) The firm shall be experienced in providing delegation's meetings and conferences etc.
- (x) The firm should have a provision to take bookings 24X7
- (xi) The firm shall ensure that each of the driver carries a Driver's Log Book. The Log Book is filled by the driver daily, on a regular basis, giving details of each of the place visited, starting from the duty point. The firm or the driver should ensure that the Log Book is countersigned by the competent authority of BIS CL on a daily basis failing which the firm shall have no rights, whatsoever to claim the charges/rent for the respective day (s).

6. The firm shall provide taxis, which are so duly authorized to run/operate as taxis by the transport department or police deptt. or regulating agencies. Requirement of all licensing in this regard, whatsoever, would be the responsibilities of the firm. Taxis to be provided by the firm shall use only legally authorized fuel in running the taxis.

7. 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. However, parking fee/toll tax, whenever applicable shall be borne by BIS;

8. **Security Deposit:** The firm shall furnish Demand Draft of 10% of bid amount in favour of Bureau of Indian Standards, Central Laboratory payable at Sahibabad towards Security Deposit, within 7 days of the date of acceptance of tender.

8.1 The amount of Security Deposit can be forfeited by order of the BIS, CL in the event of any breach or negligence or non-observance of any terms & conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said amount of security deposit as may be considered by the BIS to cover any incorrect or excess payments made on the bills to the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

9. **Penalty:**

(a) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of taxis from the market in the event of Contractor failing to provide requisitioned number of taxis. Or not providing taxis, the office shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the Security Deposit or may be demanded from him to be paid within seven days to the credit of the BIS, CL and services found unsatisfactory by user, penalty upto 5 to 10 % of monthly will be imposed on the bill amount.

b) The powers of the BIS,CL under this condition shall in no way affect or prejudice the powers to terminate the contract as herein provided, nor affect forfeiture of deposit mentioned under Clause 13 above.

10. **Breach of Terms and 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 this Department in that event and the security deposit amount may be forfeited by BIS CL.

11. **Sub-letting of Work:** the firm shall not assign or sublet the work or any part of work to any other person or party.

12. **Terms of Payment:**

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

12.2 The firm shall submit the bill in the first week of following month with all related document and log book as well as monthly satisfactory report by user in respect of previous month for sanction of the amount of bill and passing the bill for payment.

12.3 All payments shall be made by cheque only.

12.4 Office of BIS, CL shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.

12.5 The term 'payment' mentioned in the 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.

13. **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 at conciliation do not yield any results within a period of 30 days, either party may request the other for submission of the dispute for decision by an arbitral tribunal containing a sole Arbitrator to be appointed by Sc-G & Chief (labs) of BIS,CL. The arbitration proceedings shall take place in office of the BIS, CL Sahibabad. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed thereunder and in force shall be applicable to such proceedings.

14. Only such Taxi Operators may apply whose Taxis have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/Garage/Stands from where such taxis are to be operated and can be requisitioned by the BIS, CL, Sahibabad office.

15. Rates once finalized will be valid 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. The rates quoted shall be all inclusive (except for parking and toll charges and service tax). The rates shall not be changed during the period of contract.

16. One vehicle with drivers should be earmarked for the BIS CL during the period of the contract. The BIS CL reserves the right to terminate the contract at any time without assigning any reason.

17. The drivers would be required to maintain daily basis logbooks dully signed by the users, indicating point-to-point entries and kilometers and time covered on a daily basis.

18. Payments for the services rendered would be made on a monthly basis provided the claims are in order and are supported by the log books/relevant duty slips, duly signed by the users.

19. If the performance of the service provider is found unsatisfactory or the terms and conditions of the contract are violated, the BIS CL reserved the right to forfeit the performance security deposit and terminate the contract.

20. The service provider must adhere to all the prevailing statutory laws.

21. The contract shall remain in force initially for one year, if not terminated earlier by either party by giving the other party two-month notice in writing. The contract may be extended with mutual consent, after the initial period of one year.

22. All disputes will be subject to the jurisdiction on Distt. Ghaziabad.

23. The Vehicles registered under Taxi Quota only should be provided.

24. Payment of bills would take about three to four weeks time on an average. However, no interest/ penalty would be paid by BIS in case of delay in payment due to official reason.
25. The period of contract may be extended on the same finalized terms and conditions for a further period at the discretion of the BIS-CL.
26. **Insurance of Vehicle:** The vehicle should be insured by Assurance Co. and it should be valid throughout the period of contract. The Insurance cover protecting the BIS, CL against all claims applicable under the Workman's Compensation Act, 1948 or other acts as applicable shall be taken by the taxi/vehicle provider. The taxi/vehicle provider shall arrange necessary insurance cover for any claim arising out of mishap, if any that may take place. In the event of any liability/claim falling on BIS, CL the same shall be reimbursed/indemnified by the taxi/vehicle provider.
27. **Provision for adhoc arrangement: Other than the regular one car, the firm may be asked to provide additional vehicles as and when required and the firm has to make arrangement accordingly at short notice.**

In witness whereof we the parties to this deed have put our hands and signatures to these present on the day and year first mentioned in token of execution of this deed;

For Bureau of Indian Standards

(1st party)

(Second party)

Witnesses:

1.

2.