

TENDER DOCUMENT

FOR

HIRING OF CAR

(Tender No BIS/ERO, Kolkata/13-14/HC)

BUREAU OF INDIAN STANDARDS (BIS)

EASTERN REGIONAL OFFICE

1/14 CIT Scheme VII M,

V.I.P. Road, Kankurgachi,

Kolkata 700054

Tel: 033-23208662, 23208499, 23208561, 23208626

Fax: 033-23200891

Cost of Tender Document: Rs 300.00

CHECK-LIST
SUMMARY OF COMPLIANCE TO THE REQUIREMENT OF THE TENDER –
(BIS/ERO, Kolkata/13-14/HC)

Sl. No	Description of requirement	Yes / No	Page/Ann No of Enclosed tender
1	Whether the firm is registered with Regional Transport Authority?	Yes / No	
2	Copies of Balance Sheet and Income Tax Return for last 3 years duly certified by CA – whether enclosed?	Yes / No	
3	R.C. Book	Yes / No	
4	Road Tax Clearance Certificate	Yes / No	
5	Copy of Registration Certificate/Allotment Letter of PAN from Income Tax Dept.	Yes / No	
6	Copy of Registration Certificate /Allotment Letter of Service Tax Document relating Service Tax Number	Yes / No	
7	Certificate of the Valid Insurance Policy	Yes / No	
8	Valid driving Licence for the category of the vehicle quoted	Yes / No	
9	Valid Pollution Certificate (PUC)	Yes / No	
10	Partnership deed, if applicable	Yes / No	
11	Details of other organizations where such contracts are undertaken (attach supportive documents)	Yes / No	
12	DD of Rs. 10000/- as EMD enclosed in separate envelope	Yes / No	
13	Commercial Bid proforma completed and sealed in a separate envelope	Yes / No	
14	List of Arbitration cases (if applicable)	Yes / No	
15	Acceptance of Terms and Conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes / No	

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encl: 1. DD/Pay Order No.....
2. Terms and Conditions (each page must be signed and sealed)
3. Commercial Bid.

(Signature of Tenderer with seal)
Name:

Place:
Date:

Seal:
Office Address:

TENDER FOR HIRING OF CARS
(Tender No: BIS/ERO, Kolkata /13-14/HC)

Bureau of Indian Standards (BIS), Eastern Regional Office, Kolkata invites Sealed Tender in two bid system from registered/ reputed agencies/firms for Annual Rate contract for **HIRING OF ONE CAR (AC/ NON-AC) Diesel/Petrol driven/CNG ON REGULAR BASIS AND WHEN REQUIRED FOR A PERIOD OF ONE YEAR** from the date of award of the contract.

Sealed Tender-Technical bid and Commercial bid - filled in the specified proforma along with envelope of Earnest Money Deposit (EMD) shall be sealed in two separate envelopes and these two envelopes shall be contained in a large envelope Super scribed “Tender for Annual Contract for Hiring of Car “addressed to Dy. Director, (A&F), Bureau of Indian Standards, Eastern Regional Office, 1/14 CIT Scheme VII M,V.I.P. Road, Kankurgachi, Kolkata 700054 shall reach latest **12th April, 2013, 15:00 hrs.** Specified proforma along with all terms and conditions may be downloaded from our website at www.bis.org.in/www.eprocure.gov.in.

The Tender shall be in Two Bid Systems ie. 1) Technical Bid and 2) Commercial Bid. The amount of EMD (Bid Security) is Rs. 10000.00 (Rs. Ten Thousands only) and Rs 300.00 (Rupees Three hundred only) towards cost of tender in the form of Demand Drafts or Bankers Cheques (separate ones) drawn in favour of Bureau of Indian Standards payable at Kolkata shall be put in a separate envelope. The Demand Draft/Bankers' Cheque shall be valid for at least 6 months. The Technical Bids shall be opened on **12th April, 2013 at 15:00 hrs** at the above address by the Committee authorized by this office and in the presence of such tenderers or their authorized representative who may wish to be present. **The Competent Authority reserves the rights to cancel any or all the tenders without assigning any reason.**

Place: Kolkata

Date: 11TH March, 2013

Signature

Name: V. Agarwal

Designation: Dy. Director
(Administration & Finance)

ANNEXURE -I
GENERAL TERMS AND CONDITIONS
(Tender No: BIS/ERO, Kolkata/13-14/HC)

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), ERO, Kolkata.
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, Eastern Regional Office, Kolkata. 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. 10000.00 (Rupees Ten Thousand only) in the form of Banker Cheque / Demand Draft drawn on any Nationalised Bank must be deposited by bidder/s along with their duly filled tender document. **The Banker Cheque / Demand Draft shall be in favour of Bureau of Indian Standards payable at ERO, Kolkata.** The Earnest Money Deposit of the successful bidder shall be refunded after receipt of Security Deposit and the DDs/Bankers Cheque/s of unsuccessful bidder/s will be refunded within 30 days after the finalisation of the contract. No interest will be paid on EMD by BIS till the entire process is complete in all respects.
 - 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 Tenderer /Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer/bidder fails to comply with the stipulations made therein or backs out after quoting the rates, the aforesaid banker cheque / demand draft will be forfeited by the Bureau.
 - 3.3 The tender without Earnest Money will be summarily rejected.
 - 3.4 No claim shall lie against the Bureau 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 at Annexure-III) along with Earnest Money Deposit and Commercial Bid (in form given at Annexure-IV) and each should be kept in a separate sealed cover. Both the bids should be kept in another sealed cover addressed to the Dy. Director (A&F). The sealed envelope containing both i.e. technical & commercial bids should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be superscripted with subject of Tender, and “Technical Bid” or Commercial Bid” as per the document contained in the envelope & date of opening of tender including tender number.
5. **Signing of Tender:** The individual signing the tender and 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) Directors or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

Note Below:

- i) 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 signed & 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.
 - ii) In the case of partnership firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any party, the tender and all other related documents must be signed by all partners of the firm.
 - iii) 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.
 - iv) The tenderer should sign and affix his/his firm's stamp on each page of the tender and all its Annexures as the acceptance of the offer by the tenderer. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS TENDER DOCUMENT.** (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the BIS, ERO, Kolkata if necessary).
 - v) Each & every page of the tender document (Annexures I to IV) shall be signed by the bidder as mentioned at cl no 5 above.
6. **Technical Bid:** The Technical bid should be submitted in form given in Annexure-II & III along with the Bankers Cheque/ Demand Draft of Rs. 10000.00 along with registration particulars, copy of PAN Number issued in favour of the firm, full details of the number of Car registered in the name of the tenderers or his firm and other information sought for in the Annexure-II.
7. **Commercial Bid:** The Financial/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 tenderers, who are found technically compliant, will be opened on a specified date and time to be intimated to the respective tenderer.

7.1 Terms of payment as stated in the Tender Document 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 time of 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 Technical Bids will be opened by a committee authorized by the competent authority at **15:00hrs on 12th April, 2013** at BIS, Eastern Regional Office, 1/14 CIT Scheme VII M,V.I.P. Road, Kankurgachi, Kolkata 700 054 “in the presence of such tenderers who may wish to be present.
- 10.1 The Commercial Bids of only those tenderers whose Technical Bids are accepted will be opened in the presence of those tenderers who wish to be present. The date & time of opening of Commercial bids will be informed to the tenderer/bidder.
- 10.2 The contract shall commence from the date of consent of the firm to the terms and conditions. To begin with, the contract will be for one year initially extendable upto **two years** if performance or service is found satisfactory on review after every six months. The contract so awarded can be terminated by BIS at any time without any notice or conveying any reason therefore.
- 10.3 Log book shall be maintained by & with the driver of vehicle provide for BIS & the log book may be got signed by the user and proper entry with respect to place visited, time , kilometres etc. be made indicating name and designation of the officer who have utilized the vehicle.
11. **Right of Acceptance:** The Bureau of Indian Standards reserves all rights to reject any tender including of those tenderers 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 the Competent Authority of the BIS in this regard shall be final and binding.
- 11.1 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 tender.
12. **Communication of Acceptance:** Successful Tenderer will be informed of the acceptance of their tender.
13. **Security Deposit:** The successful tenderer shall furnish Bankers Cheque / Demand Draft of 10% of the contract value in favour of Bureau of Indian Standards, payable at Kolkata towards Security Deposit within 7 days from the date of acceptance of the tender. The Earnest Money Deposit of the successful firm shall be refunded after receipt of Security Deposit.

13.1 The Bankers Cheque / Demand Draft submitted towards EMD/Security Deposit will be forfeited by the order of the Competent Authority of BIS in the event of any breach or negligence or non-observance of any terms/condition of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bankers Cheque / Demand Draft as may be considered by the Bureau Of Indian Standards sufficient to cover any incorrect or excess payments made on 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.

14. Penalty:

- (a) In case of breach of any condition/s 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 number of cars or not providing Cars, 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.
- (b) The powers of the Office of 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 13.1 above.

15. Disclaimer: The near relatives of the employees of 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) His/her husband or wife.
- (c) The one who 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 of BIS 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 Bankers Cheque / Demand Draft 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 at each stage/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/ e-payment only after deducting appropriate taxes as declared by Government from time to time.
- 19.4 Office of 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.
- 19.6 Wherever applicable all payments will be made as per schedule of payments.
20. **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 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 BIS, Eastern Regional Office, Kolkata. The arbitration proceedings shall take place in BIS, Eastern Regional Office, Kolkata. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

ANNEXURE-II
TECHNICAL BID - PARAMETERS AND TECHNICAL SPECIFICATION
FOR EXECUTING THE WORK
(Tender No: BIS/ERO, Kolkata /13-14/HC)
Sub: - Tender for “Hiring of Car A.C / Non-A.C” on Annual Contract Basis

1. The list of Car along with photocopies of registration book should be attached with the tender.
2. (i) The firm should be registered and should furnish a copy of registration certificate in support thereof.

(ii) The firm should have minimum three years of experience of in the similar area i.e transport line. Satisfactory Service Certificates from existing/past employers should be enclosed, in this regard.

(iii) Income Tax payment certificates for the last 3 years should also be provided by the firm.
3. (i) Cars A.C/ Non A.C to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers.

(ii) Cars A.C/ Non A.C supplied should not be more than 03 (three) years old. The firm should specify the numbers of such vehicles enclosing copies of their RC.

(iii) The firms should have adequate number of cars to be provided as Hire Car. A backup of minimum of 5 (five) cars should also be ensured by the firm.

(iv) Firms should have adequate number of drivers having experience of driving in Kolkata, and surrounding states.
4. Only such Hire Car Operators/Agency may apply whose Cars have been duly authorized by the concerned RTO for use as public transport and who have telephone connections available at their Premises/Garage/Stand from where such Cars are to be operated and can be requisitioned by BIS, Eastern Regional Office, Kolkata.
5. (i) The firm should ensure that the drivers employed hold valid driving license, are well behaved, reasonably educated, having communication skill in local & Hindi/English, conversant with traffic rules/regulations and city roads/routes as well as security instructions.

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

(iii) Each driver should wear uniform while on duty in 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 Kolkata/ Howrah and surrounding states should be deployed to BIS office. The firm should inform in advance the bio data of all drivers that could be deployed for office of BIS on duty.
 - (vi) The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
 - (vii) The time and distance in respect of hired cars will commence and terminate at the BIS Office.
 - (viii) While BIS, Eastern Regional office, Kolkata has a regular requirement for hiring of Cars; 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 cars/ 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.
 - (ix) The firm should have a provision to take the bookings 24hrs. x 7day.
- 6.(i) "Full Day" would imply a run of the Cars upto 80 kilometres and/or 8 hours duration.
- (ii) "Half Day" would imply a run of the Cars upto 40 kilometres and/or 4 hours duration.
7. 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.

ANNEXURE – III
TECHNICAL BID - TECHNICAL INFORMATION AND UNDERTAKING
(Tender No: BIS/ERO, Kolkata /13-14/HC)

(See Clause 6 of Annexure-I of this Tender Document)

Sub: - Tender For “Hiring of Cars”

1	Name of the Tenderer/Agency:	
2	Office Address (with Tel. & Mob No.)	
3	Address and Tel. No. of Garage:	
4	Service Tax Registration No. along with proof thereof	
5	PAN No. of the firm	
6	Working experience of the firm (in years)	
7	Nature of the firm/agency :(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.	
8	Whether assessed to I-Tax : (furnish copy of last three years return along with Income-tax clearance certificate)	
9	Nos., Age in Years & Models, Make of the vehicles owned by the firm:	
10	Nos. of drivers, qualification and communication capability in local & Hindi/English languages by the driver(s) along with their working (driving) experience (in yrs):	
11	Availability of Cell phone & Address of the driver(s):	
12	Remarks (if any):	

Date:

Station:

Sign. -----

Name -----

Seal -----

ANNEXURE- IV
(Tender No: BIS/ERO, Kolkata /13-14/HC)
COMMERICAL BID

(See Clause 7 of Annex-I of this Tender Document)

Sub: Tender for “Hiring of Cars”

- 1. Rate** (all inclusive including all taxes and levies except service tax and parking charges) **for Hire Cars as indicated below:**

Particulars of vehicle along with Registration No. / Year	Rate for (4 hrs. or 40 kms.)		Rate for (8 hrs. or 80 kms.)		Rate for 12 hrs. or 80 kms.)		Rate for Additional kms.		Rate for Additional Hrs.	
	Local	Out-Station	Local	Out-Station	Local	Out-Station	Local	Out-Station	Local	Out-Station
Maruti/Tata Indica etc i) (AC) ii) (Non-AC)										
Outstation Duty) i) Driver's Allowance ii) Night Detention Charges, if any										
Other model(s) not mentioned above										

- 2. Any other information.**

Date:

Signature of Tenderer/Bidder

Place:

Name

Stamp

AGREEMENT
(To be made on Rs 100.00 Non-Judicial Stamp Paper)

This Agreement is made at..... on this ----- day of -----between Bureau of Indian Standards (BIS), Eastern Regional Office, 1/14 CIT Scheme VII M,V.I.P. Road, Kankurgachi, Kolkata 700054, 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 hired cars 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. The vehicles supplied by the firm on hiring basis to this office, shall not be in any case more than 3 years old, failing which a penalty of 1% per day of the monthly bill shall be deducted.
2. (i) Cars to be provided by the firm shall be in perfectly sound working condition and suitable for use by Senior Officers.
(ii) The firms should have at least 3 Nos. of cars to be provided as taxi. A back up of minimum of 5 cars shall also be ensured by the firm.
(iii) Firms shall have sufficient number of drivers having experience of driving in Kolkata/ Howrah and surrounding states.
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) Each driver employed by the firm must have a cell-phone duly activated.
(iii) Each 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 driver. Driver should carry his lunch.
(v) Only drivers having sufficient experience of driving in Kolkata/ Howrah areas and surrounding states shall be deployed to the office of the Bureau of Indian Standards. The firm should inform in advance the bio-data of all drivers who would be deployed for BIS duty.
(vi) The firm shall have an adequate number of telephones for contact round the clock and these may be conveyed to this office.

- (vii) The time and distance in respect of hired cars will commence and terminate from BIS office.
 - (viii) While the office of the Bureau of Indian Standards has a regular requirement for hiring of Cars, 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 cars 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.
 - (ix) The firm shall be experienced in providing fleets for events, delegation's meetings and conferences etc.
 - (x) The firm should have a provision to take bookings 24 hours in 7 days.
 - (xi) The firm shall ensure that each of the drivers 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 originating place. The firm or the driver should ensure that the Log Book is countersigned by the competent authority of this office on a daily basis failing which the firm shall have no rights, whatsoever to claim the charges/rent for the respective day (s).
- 5.(i) "Full Day" would imply a run of the Cars upto 80 Kilometres and /or hours 8 hours duration.
- (ii) "Half Day" would imply a run of the Cars upto 40 Kilometres and/or 4 hours duration.
6. The firm shall provide cars which are so duly authorized to run/operate as cars/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. Cars to be provided by the firm shall use only legally authorized fuel in running the Cars.
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 subject to submission of tax/toll paid receipt/s.
8. **Security Deposit:** The firm shall furnish Bankers Cheque/ Demand Draft of 10% of contract value in favour of Bureau of Indian Standards payable at Kolkata towards Security Deposit within 7 days of the date of acceptance of tender.
- 8.1 The Bankers Cheque / Demand Draft submitted towards EMD/Security Deposit shall be forfeited by order of the BIS 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 Bankers Cheque / Demand Draft as may be considered by the BIS to cover any incorrect or excess payments made on the bill 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 cars from the market in the event of Contractor failing to provide requisitioned number of cars or not providing cars, 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 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 BIS, Eastern Regional Office, Kolkata 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 13.1 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 in the form of Bankers Cheque / Demand Draft shall be encashed.

11. Sub-letting of Work: The firm/agency 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 at each stage/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.

12.3 All payments shall be made by cheque/e-payment only.

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

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 DDGE of BIS. The arbitration proceedings shall take

place in office of the BIS, Eastern Regional Office, Kolkata. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

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 as token of execution of this deed.

For Bureau of Indian Standards

(1st party)

(2nd party)

(M/s. -----)

Witnesses:

- 1.**
- 2.**