

**Bureau Of Indian Standards**  
**Lucknow Branch Office**

**NOTICE**

**Bureau of Indian Standards, Lucknow Branch Office** invite separate sealed quotations from registered and reputed agencies/firms for hiring taxies/cars on call basis and attachment basis for a period of one year. Sealed quotations with separate Technical and Commercial bids for each case to be filled in the specified proforma and addressed to the **Head B.O, Bureau Of Indian Standards, Lucknow Branch Office, Seth Bhawan (Second Floor), 12-B, Nawal Kishore Road, Hazratganj, Lucknow-226001(U. P.)**, should reach latest by 1200 Hrs on 19 March 2012. The quotations should be delivered in this office by the stipulated date and time. Specified proforma alongwith all terms and conditions may be collected from Section Officer, Bureau of Indian Standards, Lucknow Branch Office on any working day from time 10:30am to 04:30pm. These are also available on website [www.bis.org.in](http://www.bis.org.in) The Technical Bids shall be opened in Bureau Of Indian Standards, Lucknow Branch Office on 19 March 2012, at 2:30pm by the Committee authorized by this office and in the presence of such tenderers who may wish to be present. The Commercial Bids of only those renderers whose Technical Bids have been accepted by the Office Shall be opened at the same venue on the 23 March 2012 at 2.30 p.m by the Committee authorized by the this office and in the presence of those who wish to be present. The Competent Authority reserves the rights to cancel any or all the quotations without assigning any reason.

**SIGN.....**

**NAME.....**

**HEAD(B.O.).....**

**PHONE.....**

**HIRING OF CARS FOR ONE YEAR BY  
BIS LUCKNOW BRACH OFFICE**

**List Of Documents:**

- 1. Tender Document: Annexure-I**
- 2. Description of the Work & General Terms & Condition: Annexure-II**
- 3. Parameters and Technical Specification for executing the work:Annexure-III**
- 4. Tender Form-I Technical information and undertaking(Call Basis): Annexure-IV**
- 5. Tender Form-II Technical information and undertaking(Attachment Basis): Annexure-V**
- 6. Tender Form-III Commercial information(Call basis): Annexure-VI**
- 7. Tender Form-IV Commercial information(Attachment): Annexure-VII**
- 8. Draft agreement**

Bureau Of Indian Standards  
Lucknow Branch Office, Seth Bhawan (Second Floor)  
12-B, Nawal Kishore Road, Hazratganj, Lucknow-226001(U. P.),

**(Annexure-I)**  
**TEDER DOCUMENT**  
**FOR**  
**HIRING OF CARS BY BIS LUCK NOW BRACH OFFICE FOR ONE YEAR.**

**1. Invitation to bid**

Quotations are invited in two bid system for Hiring of Cars by **Bureau Of Indian Standards, Luck now Branch Office.**

It is required to submit the technical and financial bid separately for call basis and attachment basis. The quotations in Sealed Cover-I containing 'Technical Bid' and Sealed Cover-II containing 'Financial Bid' for each case should be placed in another sealed cover super scribed 'Quotation For Hiring of cars(call basis) by Bureau Of Indian Standards, Luck now Branch Office.' & 'Quotation For Hiring of cars (Attachment basis) by Bureau Of Indian Standards, Lucknow Branch Office.' The Quotations should be deposited in tender BOX at Luck now Branch Office, Luck now latest by 1200 Hrs on 19 March 2012. Quotations will be opened on 19 March 2012 at 1430 Hrs in the presence of such bidders or their duly authorized representative as may be present. As a token of acceptance of all terms and condition mentioned in this document, the bidder is required to sign all pages of this document and return the same along with their bid. Tenders of unsigned document will be rejected. The price of those bidders will be opened who fulfill all the requirements of the technical bid.

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**(Signature of Authorized  
with Company Seal)**

**Signatory**

## (Annexure-II)

### 2. Description of the Work:

Taxis to be provided promptly maximum within one hour when asked by Section Officer or Senior Officer of this Office.

The firm should have a provision to take bookings 24×7 and to any location.

Only drivers having sufficient experience of driving should be driving when Taxis are hired.

Drivers deputed for driving Taxies hired by the office should have a cell-phone duly activated and the number is to be provided to the officer using the Taxi service.

Taxis to be provided by the firm shall be in perfectly sound working condition and suitable for use by Senior Officer.

The time and distance in respect of hired taxies will commence and terminate from BIS office.

### 3. General Terms and Condition.

**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), Lucknow Branch Office.

**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 contract number(s) by a separate letter sent by registered post with acknowledgement due to the BIS Office. 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.

**Earnest Money:** Earnest Money of Rs. 10,000/- (Rupees Ten Thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank must be deposited by bidders along with their duly filled up tenders documents. The validity of the Bank Guarantee needs to be up to 6 (Six) months starting from 01/04/2012. The Bank Guarantee/Demand Draft shall be in favour of Bureau of Indian Standards(BIS), Lucknow Branch Office.

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.

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 by the Bureau.

The Tenders without Earnest Money will be summarily rejected.

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.

**Preparation and submission of Tender:** The tender should be submitted in two parts namely, Technical Bid along with Earnest Money Deposit and Commercial Bid for each case and each should be kept in a separate 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 superscribed with subject of Tender, whether the envelope is containing “ Technical Bid” or “ Commercial Bid” for each case and date of opening of tender.

## **Criterion for Evaluation of Tender**

The Technical bids will be opened by a committee authorized by the competent authority of this office at 2.30 pm on 19 March 2012 decided in the premises of Bureau Of Indian Standards, Lucknow Branch Office, Seth Bhawan (Second Floor)12-B, Nawal Kishore Road, Hazratganj, Lucknow-226001 in the presence of such tenderers who may wish to be present.

**3.13.1** The Financial Bids of only those tenderers (to be informed on telephone) will be opened at 2.30 pm on 23 March 2012 whose Technical Bids are accepted and who wish to be present.

**3.13.2** 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 6 months initially extendable up to one year if performance/service is found satisfactory on review after six months. The contract so awarded can be terminated by BIS at any time without any notice or conveying any reason therefore.

### **3.14 Right of Acceptance**

The Bureau of Indian Standards reserve 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.

**3.15** 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.

### **3.16 Communication of Acceptance**

Successful Tenderer for each case will be informed of the acceptance of their tender.

### **3.17 Security Deposit**

The successful tenderer shall furnish Bank Guarantee of Rs. 10,000/-(Rupees Ten Thousand only) in favour of Bureau Of Indian Standards for individual case, Lucknow Branch Office, towards Security Deposit within 7 days from the date of acceptance of the tender.

**3.18** The Bank Guarantee can be forfeited by order of the competent authority of the BIS 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 for the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the BIS 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.

### **3.17 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 Computer 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 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 provide nor forfeiture of deposit mentioned under clause 13 above.

### **3.18 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).

**3.19 Breach of Terms and conditions**

In case of breach of any 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.

**3.20 Sub-letting of Work**

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

**3.21 The tender is not transferable**

**3.22 Terms of Payment**

**3.23** 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.

**3.24** The contractor shall submit the bill at each stage/in the first week for following month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.

**3.25** All payments shall be made by cheque only.

**3.25.1** 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.

**3.25.2** 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.

**3.26 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 the BIS. The arbitration proceeding shall take place in Bureau of Indian Standards, Lucknow Branch Office, (Second Floor) Set Bhawan, 12-B, Nawal Kishore Road, Hazratganj, Lucknow-226001(U.P).

**(Annexure-III)**  
**PARAMENTERS AND TECHNICAL SPECIFICATION**  
**FOR EXECUTING THE WORK**

1. The list of Taxis along with photocopies of registration book should be attached with the tender.
  - (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 working. 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.
2.
  - (i) Taxis to be provided by the Contractor should be in perfectly sound. working condition and suitable for use by Senior Officers.
  - (ii) Taxis 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 taxi. A backup of minimum of 10 cars should also be ensured by the firm.
  - (iv) Firms should have adequate number of drivers having experience of driving in..city/state.
3. 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/Stand from where such taxis are to be operated and can be requisitioned by the BIS office.
4.
  - (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 Uttar Pradesh should be deployed to the BIS office. The firm should inform in advance the bio-data of all drivers that could be deployed for the office of the 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 taxies will commence and terminate at the BIS Office.
  - (viii) While the BIS office has a regular requirement for hiring taxis, it shall have 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.
  - (ix) The firm should have a provision to take the bookings 24 h x 7 d.
5.
  - (i) “ Full Day” would imply a run of the Taxi upto 100 kilometer and/or 12 hours duration.
  - (ii) “Half Day” would imply a run of the Taxi upto 50 kilometers and/or 6 hours duration.
  - (iii) Monthly attachment Rates for 12 hours per day.
6. Rates once finalized will be valid for a period of on year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes.

**(Annexure-IV)**  
**TENDER FORM-1 TECHNICAL INFORMATION AND UNDERTAKING**  
**(Call Basis)**

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

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

1	Name of the Teenderer/Concern	
2	Office Address (with Tel. & Mob. No.)	
3	Address 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 Depatrure or a Public Sector Organization)-Copy of Registration Certificate be furnished.	
7	Whether assessed to I-Tax (furnish copy of last three years return along with Income-Tax Clearance Certificate)	
8	Nos. Age in Years & Models, Make of the vehicle owned by the firm:	
9	Nos. of drivers, qualifiacation and communication capability in local & Hindi/English langauages 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:  
Station:  
firm.

Sign. & Seal of the



**(Annexure-V)**  
**TENDER FORM-1 TECHNICAL INFORMATION AND UNDERTAKING**  
**(Attachment Basis)**

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

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

1	Name of the Teenderer/Concern	
2	Office Address (with Tel. & Mob. No.)	
3	Address 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 Depatrure or a Public Sector Organization)-Copy of Registration Certificate be furnished.	
7	Whether assessed to I-Tax (furnish copy of last three years return along with Income-Tax Clearance Certificate)	
8	Nos. Age in Years & Models, Make of the vehicle owned by the firm:	
9	Nos. of drivers, qualifiacation and communication capability in local & Hindi/English langauages 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:  
Station:  
firm.

Sign. & Seal of the

**(Annexure-VI)**

**TENDER FORM-2 COMMERCIAL INFORMATION**

**(Call basis)**

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

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

1. Rate (all inclusive including all taxes and levies except service tax and parking charges) for taxis

Particulars	Rates for (6 Hrs. or 50 Kms.)		Rates for (12 Hrs. or 100 Kms.)		Rates for additional Kms.)		Rates for additional Hrs.)	
	Local	Out-Station	Local	Out-Station	Local	Out-Station	Local	Out-Station
Maruti(Non-AC)								
Indica Taxi (Non-AC)								
Indigo (Non-AC)								
Innova (Non-AC)								
Honda City (Non-Ac)								
Any other model(s) not mentioned above.								

2. Any other information

Date: .....

**(Dated Signature of Tenderer with  
Stamps of the firm)**

AT: .....

**(Annexure-VII)**

**TENDER FORM-2 COMMERCIAL INFORMATION**

**(Attachment Basis)**

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

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

3. Rate (all inclusive including all taxes and levies except service tax and parking charges) for taxis

Rates of monthly attachment for minimum Km offered for 12 Hours per day. -

Additional rates for excess K.m. -

Additional rates for excess hours. –

Night charges with time applicable. -

4. Any other information

Date: .....

**(Dated Signature of Tenderer with  
Stamps of the firm)**

AT: .....

## **AGREEMENT**

This Agreement is made at ..... On this ----- day of ----- between Bureau Of Indian Standards (BIS), .....(address if concerned ROs/Bos/HQ) hereinafter called the party of the 1<sup>st</sup> Part and M/s ..... hereinafter called the party of the 2<sup>nd</sup> part;

Whereas the party of the 2<sup>nd</sup> part has agreed to render the services of hiring of taxis/vehicle to the party of the 1<sup>st</sup> part of a period of one year w.e.f .....on the terms an 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, 2 years old, 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 Officer.  
  
(ii) The firms should have at least 10 Nos. of cars (saloon-type) to be provided as taxi. A backup of minimum of 10 cars shall also be ensured by the firm.  
  
(iii) firms shall have sufficient number of drivers having experience of driving in .....(area/station to be specified by ROs/HQs)...
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 he 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 .....(area/station to be specified by ROs/BOs/HQ) 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 from BIS office.  
  
(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 e 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 X 7
  - (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 origination 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 Taxi upto 100 Kilometers and/or hours 12 hours duration.  
(ii) "Half Day" would imply a run of the Taxi upto 50 Kilometers and/or 6 hours duration.  
(iii) Monthly attachment for 12 Hours per day.
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 Bank Guarantee of Rs. 10,000/- (Rupees Ten thousand only) in favour of BIS .....(designated appropriate authority of BIS) towards Security Deposit, within 7 days of the date of acceptance of tender.
- The bank Guarantee can 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 Bank Guarantee as may be considered by the BIS 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.
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.
  - (b) The powers of the BIS .....(designated office of BIS) 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.
6. Breach of Terms and Condition:
- 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 Performance Bank Guarantee shall be encashed.

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 at each stage/in the first week of following month in respect of previous month (in case of monthly payments) 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 ..... (designated office of BIS) 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 DG/DDGs of BIS. The arbitration proceedings shall take place in office of the BIS .....(designated office of BIS at HQs/designated office of DDGs). 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 in  
token of execution of this deed;

For Bureau of Indian Standards

-----  
(1<sup>st</sup> party)

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(2<sup>nd</sup> party)

Witnesses:

1.

2.