

**BUREAU OF INDIAN STANDARDS**

**(National Institute of Training for Standardization)**

**A-20 & 21 Institutional Area, Sector-62, Noida (U.P)**

**Phone: 0120-2402202-04**

**e-mail: [nits@bis.org.in](mailto:nits@bis.org.in)**

**NOTICE**

Ref: NITS/Admn./CarTaxi (Adhoc Basis)

18 Jan 2011

National Institute of Training for Standardization (NITS), a training arm of Bureau of Indian Standards, A-20 & 21, Sector 62, Noida - 201301 invite sealed quotations from registered and reputed agencies/firms for hiring taxi/car (Non-AC) Diesel / Petrol/CNG driven on adhoc basis.

Sealed quotations on the specified enclosed proforma and addressed to the Head NITS, A-20 & 21, Sector 62, Noida - 201301 should reach **latest by 01:00 pm on 15 Feb 2011**. The quotations should be delivered in this office by the stipulated date and time. Specified proforma alongwith all terms and conditions may be downloaded from website [www.bis.org.in](http://www.bis.org.in) and [www.nits.org.in](http://www.nits.org.in) . The quotations shall be opened in the Administrative Block of NITS at ground floor on the above mentioned address, **on the same day at 02:00 pm** by the Committee authorized by this office and in presence of such bidders who may wish to be present. The Competent Authority reserves the rights to cancel any or all the quotations without assigning any reason.

**Signature .....**

**Name.....**

**Scientist F & Head**

**Phone: 0120-2402203 & 4670232**

Email: [hnits@bis.org.in](mailto:hnits@bis.org.in)

## **GENERAL TERMS AND CONDITIONS**

1. **Parties:** The parties to the contract are the contractor (the tenderer to whom the work has been awarded) and the National Institute of Training for Standardization (NITS), Noida - 201301

2. **Addresses:** For all purposes of the contract including arbitration thereunder, 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 NITS 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.

3. **Earnest Money:** Earnest Money of ₹ 5000.00 (₹ Five thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank must be deposited by bidders alongwith their duly filled up tenders documents. The validity of the Bank Guarantee needs to be up to 06 (six) months starting from **15 Feb 2011**. The Bank Guarantee / Demand Draft shall be in favour of Bureau of Indian Standards, Noida.

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 NITS in respect of any previous work will be entertained.

3.2 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 NITS.

3.3 The tenders without Earnest Money will be summarily rejected.

3.4 No claim shall lie against the NITS in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

### **4. Submission of Quotation**

4.1 The quotations should be submitted alongwith Earnest Money Deposit and to be addressed to Sc. F & Head, NITS, A-20 & 21, Institutional Area, Sector 62, NOIDA.

5. **Signing of Quotations:** Individual signing the quotations 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.

#### **Notes:**

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 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.

ii) 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.

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 at each page of the tender and all its Annexures 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 sub clause will not be applicable in cases where signing of a separate agreement is considered by the NITS, if necessary).

**6. Quotations:** The Quotations should be submitted in the enclosed form.

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

6.2 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.

#### **7. Validity of the Quotations:**

7.1 The Quotations shall be valid for a period of 180 days from the date of opening of the quotations.

#### **8. Opening of Quotations:**

8.1 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.

**9. Criterion for Evaluation of Quotations:** The Quotations will be opened by a committee authorized by the competent authority at **02:00 pm on 15 Feb 2011** decided in the Administrative Block of NITS at ground floor on the above mentioned address, in presence of such tenderers who may wish to be present.

9.1 The contract shall commence from the date of consent of the firm to the terms and conditions. The contract will be initially for period of one year extendable upto two years, if performance/service is found satisfactory on review after six months. The contract so awarded can be terminated by NITS at any time without any notice or conveying any reason therefore.

**10. Right of Acceptance:** The NITS 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 NITS in this regard shall be final and binding.

10.1 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 quotation.

**11. Communication of Acceptance:** Successful bidder will be informed of the acceptance of their tender.

**12. Security Deposit:** The successful tenderer shall furnish Bank Guarantee of ₹ 10000.00 (Rupees ten thousand only) in favour of Bureau of Indian Standards, Noida, towards Security Deposit within 7 days from the date of acceptance of the tender.

12.1 The Bank Guarantee can be forfeited by order of the competent authority of the NITS, 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 Bank Guarantee as may be considered by the NITS 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.

**13. Penalty:**

13.1 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 NITS.

13.2 The powers of the Office of the NITS under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in neither him as herein provided nor forfeiture of deposit mentioned under clause 13 above.

**14. Disclaimer:**

14.1 The near relatives of employees of the BIS/NITS 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).

**15. Breach of Terms and Conditions:**

15.1 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.

**16. Sub-letting of Work:**

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

17. The tender is not transferable.

**18. Terms of payment:**

18.1 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.

18.2 The contractor 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.

18.3 All payments shall be made by cheque only.

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

18.5 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.

18.6 Wherever applicable all payments will be made as per schedule of payments stated in 'Parameters and Technical Specification for Executing the Work'

**19. Arbitration:** If any difference arises concerning this Agreement, its interpretation on 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 NITS. The arbitration proceedings shall take place in NITS Office, A-20 & 21, Sector 62, Noida - 201301. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed thereunder and in force shall be applicable to such proceedings.

## **PARAMETER AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK**

1. The list of Taxis along with photocopies of registration book should be attached with the quotation.

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 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

3. (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 06 (six) years old. The firm should specify the numbers of such vehicles enclosing copies of their RC.

(iii) The firms should have a backup of minimum of four cars.

(iv) The firm should have adequate number of drivers having experience of driving in Delhi NCR.

4. 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 NITS office.

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 Delhi NCR should be deployed to the NITS office. The firm should inform in advance the bio-data of all drivers that could be deployed for office of the NITS 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 the taxi services will commence and terminate at the NITS, NOIDA.**

(viii) NITS 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 service provider 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 on 24 h x 7 d.

**6. (i) "Full Day" would imply a run of the taxi upto 80 kilometer and/or 8 hours duration.**

**(ii) "Half Day" would imply a run of the taxi upto 40 kilometers 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 –I****TENDER FORM-1 TECHNICAL INFORMATION AND UNDERTAKING**

1.	Name of the Tenderer/Concern	
2.	Office Address (with Tel., Mob. No. & email Id.)	
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 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, 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.	Any Other Information(if any):	

**NOTE: Enclose separate sheet in case the space is not adequate.**

Date:

Station:

**Sign. & seal of the firm.**

## ANNEXURE II

### TENDER FORM-2 COMMERCIAL INFORMATION (COMMERCIAL BID)

1. Rate in ₹ (including all taxes and levies except parking charges) for taxis as indicated below:

Particulars	Rate for (4 hrs. and/or 40 kms)		Rate for (8 hrs. and/or 80 kms.)		Rate for (12 hrs. and/ 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 (Non-AC)										
Indica (Non-AC)										
Wagon-R (Non-AC)										
Santro (Non-AC)										
Any Other Model(s)										

2. Any other information

Date:

(Signature of Tenderer)

Place:

(with stamps of the firm)

## **AGREEMENT**

This Agreement is made at ..... on this ----- day of ----- between National Institute of Training for Standardization (NITS), A- 20 & 21 Sector 62, Noida - 201301 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 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 6 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 Officers.

(ii) The firm should have a backup of minimum of 4 cars

(iii) The firm shall have experienced drivers having experience of driving in NCR Delhi.

3. All the legal formalities such as registration with RTO, insurance formalities etc. shall be completed in all respect of the vehicle(s) 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) The 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 the driver. Driver should carry his lunch.

(v) Only drivers having sufficient experience of driving in NCR Delhi shall be deployed to the office of the NITS. The firm should inform in advance the bio-data of the driver(s) that could be deployed for office of the NITS 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 taxi will commence and terminate from NITS, NOIDA.**

(viii) NITS 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.

ix) Revision of rates will not be entertained during the period of contract.

(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 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 taxi upto 80 Kilometers and /or hours 8 hours duration.**

(ii) **"Half Day" would imply a run of the taxi upto 40 Kilometers and /or 4 hours duration.**

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 Bureau of Indian Standards, Noida towards Security Deposit, within 7 days of the date of acceptance of tender.

9. 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 NITS 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 .

#### **10 . 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 NITS.

b) The powers of the NITS 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 10 above.

#### **11. 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 Performance Bank Guarantee shall be en-cashed.

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

#### **13. Terms of Payment:**

13.1 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.

13.2 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.

13.3 All payments shall be made by cheque only.

13.4 Office of NITS, Noida shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.

13.5 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.

**14. 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/NITS. The arbitration proceedings shall take place in office of the NITS, Noida. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed thereunder 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 National Institute of Training for Standardization (NITS)**

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

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

**Witnesses:**

1.

2.