

**BUREAU OF INDIAN STANDARDS**  
**(Lucknow Branch Office)**

**NOTICE**

Bureau of Indian Standards, Lucknow Branch Office invites sealed quotations from registered and reputed agencies/firms for hiring taxies/cars (Non-AC) Diesel driven / Petrol driven and CNG Taxies for a period of one year. Sealed quotations with separate Technical and Commercial bids filled in the specified proforma and addressed to the **Head Lucknow Branch Office., Bureau of Indian Standards, 4th Floor, B-2 Block, PICUP Bhawan, Vibhuti Khand Gomtinagar, Lucknow 226010** should reach latest by (1200 Hrs) on (25<sup>th</sup>, February, 2015). 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 (Lucknow Branch Office), Bureau of Indian Standards, 4th Floor, B-2 Block, PICUP Bhawan, Vibhuti Khand Gomtinagar, Lucknow 226010 on any working day between 0900 am to 05.30 pm. These are also available on website [www.bis.org.in](http://www.bis.org.in) The Technical Bids shall be opened in Lucknow Branch Office premises on ( 25<sup>th</sup>, February, 2015), at 11.00 am/pm 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 tenderers whose Technical Bids have been accepted by the Office shall be opened at the same venue on the 25<sup>th</sup> February 2015 at 1200 a.m by the Committee authorized by 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 .....**

**GENERAL TERMS AND CONDITIONS**

**Sub :- Notice Inviting Tender for “Hiring of Private 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), New Delhi.
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 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.
3. **Earnest Money:** Earnest Money of Rs. 30,000.00(Rupees Thirty 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 25<sup>th</sup> . February 2015. The Bank Guarantee / Demand Draft shall be in favour of Bureau of Indian Standards (BIS), Lucknow Branch Office.
  - 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 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.
  - 3.3 The tenders 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.

**Preparation and submission of Tender:**

The tender should be submitted in two parts namely, Technical Bid (in form given in Annexure-III) alongwith Earnest Money Deposit and Commercial Bid (in form given in Annexure-IV) and each should be kept in a separate wax sealed cover.

Both the bids should be kept in another sealed cover addressed to the undersigned. The outer envelope containing wax sealed cover should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be superscribed with subject of Tender, whether the envelope is containing “Technical Bid” or “Commercial Bid” and date of opening of tender.

4. **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.

- (1) 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.
- (b) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

**N.B.**

- (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 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 BIS, if necessary).

5. **Technical Bid:** The Technical bid should be submitted in form given in Annexure-III along with the Bank Guarantee/Demand Draft of Rs..... 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-II.
6. **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 tenderers who are found technically compliant, 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.
- 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.

**Validity of the Bids:**

The bids shall be valid for a period of 180 days from the date of opening of the tenders.

**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.

7. **Criterion for Evaluation of Tender:** The Technical Bids will be opened by a committee authorized by the competent authority at 11.00 am on 25/02/2015 decided in the Premises of Bureau of Indian Standards, 4th Floor, B-2 Block, PICUP Bhawan, Vibhuti Khand Gomtinagar, Lucknow - 226010 in the presence of such tenderers who may wish to be present.
- 7.1 The Commercial Bids of only those tenderers (to be informed on telephone) will be opened at 12.00 pm on 25/02/2015 whose Technical Bids have been accepted by the Office. These will be opened in the presence of those tenderers whose Technical Bids are accepted and who wish to be present.
- 7.2 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 upto 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.

- 7.3 **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.
- 7.4 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.
8. **Communication of Acceptance:** Successful Tenderer will be informed of the acceptance of their tender.
- 8.1 **Security Deposit:** The successful tenderer shall furnish Bank Guarantee of Rs. 50,000.00 (Rupees Fifty thousand Only) in favour of Bureau of Indian Standards, New Delhi towards Security Deposit within 7 days from the date of acceptance of the tender.
- 8.2 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 of 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.

**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, 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 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.
9. **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).

**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.

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

**The tender is not transferable.**

**11. Terms of payment:**

- 11.1 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.
- 11.2 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.
- 11.3 All payments shall be made by cheque only.
- 11.4 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.
- 11.5 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.
- 11.6 Wherever applicable all payments will be made as per schedule of payments stated in Part-II of Annexure-II.
12. **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 BIS. The arbitration proceedings shall take place in BIS Office, 9 Bahadur Shah Zafar Marg, New Delhi. 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**

**PARAMETERS AND TECHNICAL SPECIFICATION**  
**FOR EXECUTING THE WORK**

**Sub :- Notice Inviting Tender for “Hiring of Private Taxis” for BIS Lucknow  
Branch Office**

**PART – I**

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

1. The list of Taxis 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 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 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 (...specify..) to be provided as taxi. A backup of minimum of Two cars should also be ensured by the firm.
  - (iv) Firms should have adequate number of drivers having experience of driving in Uttar Pradesh.
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 BIS 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 ...(city/state).. should be deployed to the BIS office. The firm should inform in advance the bio-data of all drivers that could be deployed for 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 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.
  - (ix) The firm should have a provision to take the bookings 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 -III**

**TENDER FORM-1 TECHNICAL INFORMATION AND UNDERTAKING**

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

**Sub :- Notice Inviting Tender For “Hiring Private Taxis” for BIS Lucknow Branch Office.**

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 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.	Remarks(if any):	

Date:  
Station:

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

## **AGREEMENT**

This Agreement is made at ..... on this ----- day of ----- between Bureau of Indian Standards (BIS), .....(address of 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 for a period of one year w.e.f. .... on the terms and conditions mutually agreed upon as under:

2. 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 Officers.
- (iv) 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.
- (v) firms shall have sufficient number of drivers having experience of driving in .....(area/station to be specified by ROs/BOs/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.
- (xii) Each driver employed by the firm must have a cell-phone duly activated.

- (xiii) 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.
  - (xiv) No mileage will be allowed for lunch/tea of the driver. Driver should carry his lunch.
  - (xv) 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.
  - (xvi) The firm shall have an adequate number of telephones for contract round the clock and these may be conveyed to this office.
  - (xvii) The time and distance in respect of hired taxis will commence and terminate from BIS office.
  - (xviii) 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.
  - (xix) The firm shall be experienced in providing fleets for events, delegation's meetings and conferences etc.
  - (xx) The firm should have a provision to take bookings 24X7
  - (xxi) 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.
9. The firm shall provide taxis which are so duly authorized to run/operate as taxis by the transport department t 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.

10. 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;

11. Security Deposit: The firm shall furnish Bank Guarantee of Rs.50,000/- (Rupees fifty thousand only ) in favour of BIS .....(designated appropriate authority of BIS) towards Security Deposit, within 7 days of the date of acceptance of tender.

11.1 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 of 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.

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 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:

- 12.6 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.
- 12.7 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.
- 12.8 All payments shall be made by cheque only.
- 12.9 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.
- 12.10 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 sloe 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 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 Bureau of Indian Standards

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

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

Witnesses:

1.

2.



**ANNEXURE IV**

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

**Sub: Notice Inviting Tender for “Hiring Private Taxies” for BIS Lucknow Branch Office.**

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

Particulars	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
<b>Maruti (Non- AC)</b>										
<b>Indica Taxi (Non- AC)</b>										
<b>Any other model(s) not mentione d above</b>										

**2. Any other information**

<b>Date :</b>	.....	<b>(Dated Signature of Tenderer with stamps of the firm)</b>
<b>At :</b>	.....	

