

**MODEL NOTICE INVITING TENDERS
FOR HIRING OF VEHICLES
AS ON 25 JUNE 2008**

NAME OF THE DEPARTMENT

NOTICE INVITING TENDER FOR HIRING OF VEHICLES

Sealed tenders are invited under Two-bid system from reputed transporters/fleet owners having capacity to supply the required numbers of vehicles for the supply of _____ number of vehicles on hire basis for the use of _____ (name and address of the Department) for a period of two years on contract/outsourcing basis through **e-tendering**.

The prospective bidder should be registered with DGS&D so as to enable him to submit his bids through **e-tendering**.

Last date for submission/receipt of tender(s) is _____ at _____ Hrs., which will be opened by the Tender Committee in the presence of tenderers or their authorized representatives on the same day at _____ Hrs. in the Office of _____, Government of NCT of Delhi. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX will be entertained.

Designation of the Authorized Officer _____,
Name and Address of the Department _____,

_____.

TERMS AND CONDITIONS FOR THE TENDER FOR THE AWARD OF ANNUAL CONTRACT FOR HIRING _____ (REQUISITE NUMBER MAY BE INDICATED) FOR OFFICE USE IN THE _____ (NAME AND ADDRESS OF THE DEPARTMENT)

Sealed tenders are invited from reputed transporters/fleet owners having capacity to supply the required numbers of vehicles AND HAVING BUSINESS IN Delhi in this field for the last three years for the supply of _____ number of vehicles on hire basis for the use of _____ (name and address of the Department) for a period of two years on contract basis. The prospective bidder may quote the rates in the format prescribed below. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the hiring of vehicles at _____ (name of the Department). Incomplete or conditional tender will be summarily rejected. Late bids will also not be entertained. The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

PRICE BID

Sl. No.	Make/Model of the vehicle	Mode of Fuel	Rate for journey per 08 hours/100 Kms. per day	Rate in cases vehicle used more than 8 hours/100Kms.	
				Per K.M.	Per Hr.
1.					
2.					
3.					
4.					

(Rates are inclusive of all Taxes)

During the period of contract, the rates will not be revised every time with the revision of any taxes by the Government of NCT of Delhi or by the Government of India. The prospective bidder may quote the rates accordingly taking into consideration of this aspect. The columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible.

No blanks should be left which would be otherwise made the tender liable for rejection.

1. The contract shall be valid for a period of two years. The Department reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions at the discretion of the Department.
2. All registered agencies who are providing similar kind of services for at least last three consecutive years as below and having annual average turnover of Rs. _____ (may be filled by the Department, i.e. 30% of the estimated value of the contract) during the last three financial years in the books of accounts may submit the bids in the prescribed format.
3. The bidder should have the experience of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:-
 - (a) Three similar works costing not less than the amount equal to Rs. _____ (amount may be filled by the Department according to the estimated cost, i.e. 40% of the estimated cost); or
 - (b) Two similar works costing not less than the amount equal to Rs. _____ (amount may be filled by the Department according to the estimated cost, i.e.50% of the estimated cost); or
 - (c) One similar work costing not less than the amount equal to Rs. _____ (amount may be filled by the Department according to the estimated cost, i.e. 80% of the estimated cost).
4. The contractor shall deposit Bid Security (EMD) for an amount of Rs. _____ (please mention an amount of five per cent of the value of the contract) in any of the following forms. Bid Security may be furnished in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of _____ (Designation of the Officer concerned and name of the Department) (Annexure-I) along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.
5. The Bid Security will be forfeited in the following conditions:-
 - (a) If at any stage, any of the information/declaration given by the bidder is found false.
 - (b) If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
 - (c) In case of any lapse/default in honouring of the terms and conditions at any stage after submitting the tender.
 - (d) In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.
6. The firm whose tender is accepted shall deposit Performance Security for an amount of Rs. _____ (please mention an amount of ten per

cent of the value of the contract) in any of the following forms within 10 days from the date of issue of offer of work order by the Department. Performance Security may be furnished in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of

_____ (Designation of the Officer concerned and name of the Department) (Annexure-II). Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable on this amount. The contract will be signed only after furnishing the Performance Security. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the Government and the firm shall be blacklisted in addition to the termination of the contract.

7. The Contractor will have to provide the replacement of Driver in case of any eventuality. The Department has the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined.
8. The vehicles should be in good running conditions. In case of providing vehicles older than three years, Rs.500/- (Rupees Five hundred only) shall be charged per day as penalty.
9. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which _____ (please mention the HOD of the concerned Department) has the right to hire vehicle from any other sources at the expense of the contractor.
10. The contractor shall provide names, addresses of the drivers along with their driving licence number and copies within one week of the award of the contract.
11. The contractor shall not employ any person who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Contractor, there will not be any liability on the Department.
12. The Department will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the Department recognizes no employer-employee relationship between the Department and the personnel deployed by the contractor/agency.
13. Any person who is in Government service or an employee of this Department should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
14. The contractor shall indemnify the Department against all other damages/charges for which the Government/Department may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Department shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.

15. The Department reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.
16. Vehicles provided by the Department should bear commercial Taxi Cab Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial LMV Driving Licence and Badges.
17. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of NCT of Delhi.
18. The contractor shall provide vehicles as per requirement of the Department.
19. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.
20. The contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than two years old.
21. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the Department has the right to hire vehicle from any other sources at the expense of the contractor.
22. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and Delhi Motor Vehicles Rules and these shall be the responsibility of the contractor.
23. The dead mileage in any case should not be more than five Kms. one way.
24. No advance payment will be made.
25. Duty Slips/Movement Slips will be signed by the officer with whom the vehicles are attached for duty on day to day basis. No duty slip shall be entertained unless and until the same is certified/verified by the concerned officer.
26. The contractor will maintain separate log books for each vehicle which will also be verified/countersigned by the concerned officer.
27. The bills in triplicate should be made date-wise by the contractor and should be submitted to the Administration Branch of the Department on monthly basis.
28. The contractor while raising the bill should clearly mention that the rate charged/quoted are for petrol or diesel or CNG run vehicle.
29. The Department will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.
30. The Department reserves the right to vary the numbers of vehicles hired as well as to relax the terms and conditions in the public interest.
31. The prospective bidder shall furnish the following documents along with their financial bid:-
 - (a) Self attested copy of PAN No. card under Income Tax Act;
 - (b) Self attested copy of Service Tax Registration Number;
 - (c) Self attested copy of Valid Registration No. of the Agency/Firm;
 - (d) Self attested copy of valid Provident Fund Registration Number;
 - (e) Self attested copy of valid ESI Registration Number;
 - (f) Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
 - (g) Proof of Average Annual turnover as stated in Clause 2 supported by audited Balance Sheet;

- (h) Proof of experience as stated in Clause 3(a), (b) and (c) supported by documents from the concerned organizations;
- (i) Bid Security of Rs. _____;
- (j) Application fee of Rs.500/- (non-refundable), in case the tender document is downloaded from the website;
- (k) List of vehicles along with photocopy of their RC/fitness and permit owned by the contractor;
- (l) An undertaking to the effect that the Agency has not been blacklisted by any of the Departments/Organizations of the Government of India/Government of NCT of Delhi and no criminal case is pending against the said firm/agency;
- (m) Terms and conditions duly accepted/signed with the stamp of the prospective bidder.

Designation of the Authorized Officer _____,
Name and Address of the Department _____,

_____.

DRAFT AGREEMENT FOR HIRING OF VEHICLES

This agreement is made on this day _____ BETWEEN the President of India through _____ (please mention the Head of Department of the concerned Department by designation), hereinafter called the “Department” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns of the one part AND (name of the agency _____) (hereinafter called the contractor) through their proprietor _____ hereinafter called the “Contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors, executors, administrators, heirs, legal representatives and assigns of the other part.

The contractor has agreed to provide the following vehicles on the following rates:-

Sl. No.	Make/Model of the vehicle	Mode of Fuel	Rate for journey per 08 hours/100 Kms. per day	Rate in cases vehicle used more than 8 hours/100Kms.	
				Per K.M.	Per Hr.
1.					
2.					
3.					
4.					

(Rates are inclusive of all Taxes)

1. The contract is valid for a period of two years w.e.f. _____ to _____. The Department reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions at the discretion of the Department.
2. The contractor shall deposit Performance Security for an amount of Rs. _____ (please mention an amount of ten per cent of the value of the contract) in any of the following forms. Performance Security may be furnished in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable on this amount.
3. The vehicle and drivers provided by the contractor shall work under the overall supervision of this Department.
4. The contractor shall provide names, addresses of the drivers along with their driving licence number and copies within one week of the award of the contract.

5. The Contractor will have to provide the replacement of Driver in case of any eventuality. The Department has the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined.
6. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which _____ (please mention the HOD of the concerned Department) has the right to hire vehicle from any other sources at the expense of the contractor.
7. The contractor shall provide names, addresses of the drivers along with their driving licence number and copies within one week of the award of the contract.
8. The contractor shall not employ any person who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Contractor, there will not be any liability on the Department.
9. The Department will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the Department recognizes no employer-employee relationship between the Department and the personnel deployed by the contractor/agency.
10. Any person who is in Government service or an employee of this Department should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
11. The contractor shall indemnify the Department against all other damages/charges for which the Government/Department may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Department shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.
12. The Department reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.
13. The vehicles provided by the contractor should bear commercial Taxi Cab Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial LMV Driving Licence and Badges.
14. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of NCT of Delhi.
15. The contractor shall provide vehicles as per requirement of the Department.
16. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.
17. The contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than two years old.
18. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the Department has the right to hire vehicle from any other sources at the expense of the contractor.

19. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and Delhi Motor Vehicles Rules and these shall be the responsibility of the contractor.
20. The dead mileage in any case should not be more than five Kms. one way.
21. No advance payment will be made.
22. Duty Slips/Movement Slips will be signed by the officer with whom the vehicles are attached for duty on day to day basis. No duty slip shall be entertained unless and until the same is certified/verified by the concerned officer.
23. The contractor will maintain separate log books for each vehicle which will also be verified/countersigned by the concerned officer.
24. The bills in triplicate should be made date-wise by the contractor and should be submitted to the Administration Branch of the Department on monthly basis.
25. The contractor while raising the bill should clearly mention that the rate charged/quoted are for petrol or diesel or CNG run vehicle.
26. The Department will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.
27. The Department reserves the right to vary the numbers of vehicles hired as well as to relax the terms and conditions in the public interest.
28. **PENALTIES**
 - (1) For non-providing of vehicle in time: Rs.100/- per hour of delay;
 - (2) For not providing substitute vehicles: Rs.500/- per default or actual hire charges from other sources, whichever is higher;'
 - (3) On misbehaviour by the Driver: Rs.500/- per default;
 - (4) For violation/breach of any of the condition of the contract: Rs.1000/- per default and/or Termination of the contract/forfeiture of Performance Security.
29. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the Government and the firm shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the authority entering into the agreement.
30. The price quoted is inclusive of all Taxes.
31. In the case of dispute or difference arising out of or in a way concerning the agreement shall be referred to the sole arbitration of any person nominated by the _____ (please mention the name of the HOD of the concerned Department) Government of NCT of Delhi. The award of the arbitrator so appointed shall be final and binding on the parties.
32. The entire dispute shall be subject to the Delhi jurisdiction.

IN WITNESS WHEREOF the parties have set their hands and seals on the day and year mentioned above.

Signature of the Contractor

(With Seal)

1. Witness

Name: _____
Address _____

2. Witness

Name: _____
Address: _____

3. Witness

Name; _____
Address _____

4. Witness

Name: _____
Address _____

For and on behalf of the President of India

(Department)
(With seal)

FORM OF BANK GUARANTEE FOR BID SECURITY

(Refer Clause 2 of the NIT)

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____
(Name and address of Bank), having our registered office at _____
(hereinafter called "the Bank") are bound unto _____
(Name of the Department) (hereinafter called "the Department") in sum of
Rs. _____ for which payment will and
truly to be made to the said Department, the Bank binds himself, his successors
and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter
called "the Bidder") has submitted his bid dated _____ for providing
vehicles on hire basis (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the
sum of Rs. _____ (Amount in figures and words) as
Performance Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have
at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Department may without affecting this guarantee grant time of
other to or indulgence to or negotiate further with the Bidder in regard to
the conditions contained in the said tender and thereby modify these
conditions or add thereto any further conditions as may be mutually
agreed upon between the Department and the Bidder.
2. That the guarantee herein before contained shall not be affected by any
change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in
force till:-
 - (a) The Bidder, in case the bid is accepted by the Department,
executes a formal agreement after furnishing the Performance
Guarantee of a Public Sector Bank based in India.
 - (b) Forty five days after the date of validity or the extended date of
validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless
such an interpretation is repugnant to the subject or context, include their
respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender
validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his
bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid
by the Employer during the period of tender validity and (a)

fails or refuses to furnish them Performance Guarantee and/or
(b) fails or refuses to enter into a contract within the time limit
specified in para_____of the NIT.

- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

WE undertake to pay to the Department upto the above amount upon receipt of his first written demand, without the Department having to substantiate his demand provided that in his demand the Department will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Name of Witness

Address of Witness

Signature of Authorized Official of the Bank

Name of Official_____

Designation_____

ID No._____

(Stamp/Seal of Bank)

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 3 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the “Bank”) of the one part and _____ (Name of the Department) (hereinafter called the “Department”) of the other part.

2. WHEREAS _____ (Name of the Department) has awarded the contract for providing vehicles on hire basis for Rs. _____ (Rupees in figures and words) (hereinafter called the “contract”) to M/s _____ (Name of the contractor) (hereinafter called the “contractor”).

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the

contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions “the Department”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____day of _____(Month)_____(year) being herewith duly authorized.

For and on behalf of
the _____Bank.

Signature of authorized Bank official

Name_____
Designation_____
I.D. No._____
Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.
Signature_____
Name_____
Address_____

Witness-2.
Signature_____
Name_____
Address_____