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**Department of Social Welfare
Government of National Capital Territory of Delhi
GLNS Complex, Delhi Gate, Delhi
(Caretaking Branch)
Phone No: - 011-23392692**

NIT No: - F.71(104)/15-16/Vehicle/DSW/CTB/ PART-I

NOTICE INVITING e-TENDER

For and on behalf of the President of India, e-tender (on line tenders) are Invited for Hiring of 09 Vehicles (1 AC & 08 Non AC) in the Department of Social Welfare , Government of National Capital Territory of Delhi, GLNS Complex, Delhi Gate, Delhi. The NIT has been uploaded and is available along with terms and conditions and detailed specifications at <https://govtprocurement.delhi.gov.in>. All the tenderers should apply online before the Last Date and Time.

1. Estimated Cost : **Rs. 39 Lakh**
2. Bid Security (EMD) : **Rs. 78,000/-** (2% of the estimated bid amount)
3. Date of release of tender through E-procurement solution : **10.11.2016 at 4.00 PM**
4. **Date of pre-bid meeting:** **15.11.2016 at 11.00 AM**
4. Last Date / Time of receipt of tenders through e-Procurement: **01.12.2016 at 11:00 AM**
5. Date of opening of Pre-qualification bids/technical bid after: **01.12.2016 at 12:00 PM**
6. Opening of Financial bid : Will be decided after technical bid evaluation.

Further information can be seen at: <https://govtprocurement.delhi.gov.in>

The other details and terms & conditions can be seen on the website <https://govtprocurement.delhi.gov.in>. The firm who desires to participate against e-tender is advised to electronically register themselves on the above website for which they would require to obtain Digital Signature Certificate. For help in e-tender contact at E-procurement cell 6th Floor, C- Wing, VikasBhavan-II, (Near Metcalfe House), Civil Lines, Delhi-110054. Phone 011-23813523 (Monday -Friday, 09:30 AM to 06:00 PM).

Further, corrigendum issued if any will be seen on <https://govtprocurement.delhi.gov.in> only.

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**Department of Social Welfare
Government of National Capital Territory of Delhi
GLNS Complex, Delhi Gate, Delhi
(Caretaking Branch)
Phone No: - 011-23392692**

NOTICE INVITING TENDER FOR HIRING OF VEHICLES

Online tenders are invited under Two-bid system from reputed transporters/fleet owners/reputed agencies having capacity to supply **09 number of vehicles (1 AC & 08 Non AC) on hire basis** for the use of Department of Social Welfare, GLNS Complex, Delhi Gate, Delhi **at various / different locations of Delhi** for a period of One year on contract/outsourcing basis through e-tendering. Last date for submission online e-tender is 01.12.2016 upto 11:00 Hours, which will be opened by the Tender Committee in the presence of tenderers or their authorized representatives, if any, on the same day after 12.00 Hrs. in the **Office of Dy. Director (CTB), Department of Social Welfare, GLNS Complex, Delhi Gate, Delhi.**

In case, any holiday is declared by the Government on the day of . Opening/ downloading, the physical tenders will be accepted and opened on the next working day at the same 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.

Note 1: Technical bid should be submitted online.

Note 2 : - Price-Bid must be submitted online only in price bid format. Price bid shall be opened for only those Bidders/Contractors/Vendors who are found eligible after evaluation of their Technical Bid. Bidders must upload self attested scanned copies at e-tender website of all the technical Bid documents. Physical EMD (in original) be submitted in the **Caretaking Branch (HQ) Department of Social Welfare, Delhi Gate, Delhi as per given address** before closing time of online Bid.

Deputy Director (CTB)

Department of Social Welfare,
Government of National Capital Territory of Delhi,
GLNS Complex, Delhi Gate, Delhi

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**TERMS AND CONDITIONS OF THE TENDER FOR THE AWARD OF ANNUAL
CONTRACT FOR HIRING 09 VEHICLES**

Online tenders are invited from reputed transporters/fleet owners/ reputed agencies having capacity to Supply regularly the required numbers of vehicles and having business in Delhi in this field for the last Three years for the **supply of 09 number of vehicles (1 AC & 08 Non AC)** on hire basis for the use in Department of Social Welfare for a period of **One Year on Contract Basis**. The prospective bidder may quote the rates in the format prescribed. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis so 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 Department of Social Welfare. Incomplete or conditional tender will be summarily rejected. Late bids will not be entertained. The tender shall remain valid and open for acceptance for a period of **60 days** from the last date of submission of tender.

1. The contract shall be valid for a period of One year. 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 years as given below and having annual average turnover of Rs. 11,70,000/- (i.e. **30% of the estimated value of the contract**) during the last three financial years i.e. 2014-15, 2013-14 & 2012-13 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 or reputed Multinational companies as follows:-

(a) Three similar works costing not less than the amount equal to Rs. 15,60,000/- each in one Department , or

(b) Two similar works costing not less than the amount equal to Rs. 19,50,000/- each in one Department , or

(c) One similar work costing not less than the amount equal to Rs. 31,20,000/- in one Department.

Note :- Experience certificate and TDS Certificate which shows that work done by the agency or payment has been received must be attached.

4. The contractor shall deposit Bid Security (EMD) valid for a period of 45 days beyond the final bid validity period for an amount of Rs.78,000/- (an amount of 2 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 **Director (Department of Social Welfare)**. The Bid Security will remain valid for a period of 45 days beyond the final bid validity period.

5. **The Bid Security will be forfeited in the following conditions:-**

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(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 honoring 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 will be @ 10% of the quoted rate of bidder** 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 Director (DSW) (Annexure-II) within 10 days from the date of issue of offer of work order by the Department.

Performance Security will remain valid for a period of 60 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 and should not be older than three years.

9. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the Department DSW 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 license 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 etc. 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 shall 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.

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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 a notice of **30 days** to the contractor and contractor also have right to withdraw their services with a reasonable reason by giving a notice of 45 days

16. Vehicles provided to the Department shall bear Commercial Taxi Cab Registration Numbers and shall have comprehensive insurance and Drivers so provided with the vehicles shall have Commercial LMV Driving License 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 three years old.

21. 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.

22. The dead mileage in any case should not be more than five Kms. one way.

23. No advance payment will be made.

24. 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.

25. The contractor will maintain separate log books for each vehicle which will also be verified /countersigned by the concerned officer.

26. The bills in triplicate should be made date-wise by the contractor and should be submitted to the CARETAKING BRANCH of the Department on monthly basis.

27. The contractor while raising the bill should clearly mention that the rates charged/quoted are as per agreement.

28. 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.

29. 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.

30. The prospective bidder shall furnish the following documents in **Technical bid:-**

| Sl. | Particulars |
|-----|--|
| 1 | Bid Security (EMD) of Rs.78,000/- Rupees Seventy Eight thousand only) in the form of FDR/DD/Bank Guarantee issued by any scheduled commercial bank in favour of Director (Department of Social Welfare) valid for 45 days beyond the Tender validity period. |
| 2 | Annexure-III of the tender form duly filled and signed. |
| 3 | Self-attested copy of the PAN number issued by the Income Tax Department |
| 4 | Self attested copy of Service Tax Registration No. |
| 5 | Self attested copy of valid Registration Number of the firm/agency |
| 6 | Self attested copy of valid Provident Fund Registration Number. |
| 7 | Self attested copy of valid ESI Registration No. |
| 8 | Self attested copy of valid License No. under Contract Labour (R&A) Act, 1970, if any |
| 9 | Proof of Annual Average Turnover as stated in clause 2 (balance sheet/Form No. 16A/Income tax return of last Three financial Years (i.e 2014-15, 2013-14, 2012-13). |
| 10 | Proof of experiences as stated in clause 3 (a), (b) and (c) supported by TDS documents from the concerned organizations. |
| 11 | An undertaking to the effect that the Agency has not been blacklisted or debarred by any of the Departments of the Government of India/Government of NCT of Delhi and no criminal case is pending against the said firm/agency. |
| 12 | Terms and conditions duly accepted/signed with the stamp of the prospective bidder. |

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PRICE BID FORMAT

| S.no | Work Description | Rate in Rs. |
|------|---|-------------|
| 1.1 | Rate for Journey per month(22 days) per vehicle (220Hours & 2200 Kilo Meters (Non-AC) (Indica/ Maruti Wagon-R /Santroor vehicle of same standard) | |
| 1.2 | Extra Rate per hours , in Case Vehicle is Used for More than 220 Hours (Non-AC,) (Indica/Maruti Wagon-R/Santro, or vehicle of same standard) | |
| 1.3 | Extra Rate per KM, in Case Vehicle is Used for More than 2200 K.M (Non-AC,) (Indica/Maruti Wagon-R/Santro or vehicle of same standard) | |
| 1.4 | Rate per day , in Case Vehicle is Used for More than 22 days (Non-AC,) (Indica/Maruti Wagon-R/Santro,or vehicle of same standard) | |
| 2.1 | Rate for Journey per month(22 days) per vehicle (220Hours & 2200 Kilo Meters (AC,) MarutiCiaz/ SX-4 or vehicle of same standard) | |
| 2.2 | Extra Rate per hours , in Case Vehicle is Used for More than 220 Hours (AC,) MarutiCiaz/ SX-4 or vehicle of same standard) | |
| 2.3 | Extra Rate per KM, in Case Vehicle is Used for More than 2200 K.M (AC,) MarutiCiaz/ SX-4 or vehicle of same standard) | |
| 2.4 | Extra Rate per day, in Case Vehicle is Used for More than 22 days (AC,) MarutiCiaz/SX-4 or vehicle of same standard) | |

Note: The Rates are Inclusive of all Taxes excluding Service Tax.

The rate will be decided on the basis of lowest bid rates i.e. Rate for Journey per vehicle, per month(22 days) (220Hours & 2200 Kilo Meters as mentioned in price bid table S.N. 1.1 and 2.1, **however the extra K.M/Hours rate charges will be payable at the lowest quoted rates.**

1. During the period of contract, the RATES shall not be revised at all including revision of any taxes by the Government of NCT of Delhi or by the Government of India or Revision of Rates of Fuel or Change in Vehicle or Change in Fuel.

2. The prospective bidder may quote the rates accordingly taking into consideration of above mentioned aspects. The columns shall be clearly filled. The Vendor should quote the rates and amount tendered by him/them in figures and as well as in words.

3. No columns should be left blank which would otherwise make the tender Liabe for Rejection.

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DRAFT AGREEMENT FOR HIRING OF VEHICLES

This agreement is made on this day _____ BETWEEN the President of India through (please mention the Director. Department of Social Welfare, GLNS Complex, Delhi Gate, Delhi 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:-

| S.no | Work Description | Rate in Rs. |
|------|--|-------------|
| 1.1 | Rate for Journey per month(22 days) per vehicle (220Hours & 2200 Kilo Meters (Non-AC,) (Indica/ Marutiwagon-R /Santroor vehicle of same standard) | |
| 1.2 | Extra Rate per hours , in Case Vehicle is Used for More than 220 Hours (Non-AC,) (Indica/ Marutiwagon-R /Santroor vehicle of same standard) | |
| 1.3 | Extra Rate per KM, in Case Vehicle is Used for More than 2200 K.M (Non-AC,) (Indica/ Marutiwagon-R /Santroor vehicle of same standard) | |
| 1.4 | Rate per day , in Case Vehicle is Used for More than 22 days (Non-AC,) (Indica/ Marutiwagon-R /Santroor vehicle of same standard) | |
| 2.1 | Rate for Journey per month(22 days) per vehicle (220Hours & 2200 Kilo Meters (AC,) MarutiCiaz/ SX-4 or vehicle of same standard) | |
| 2.2 | Extra Rate per hours , in Case Vehicle is Used for More than 220 Hours (AC,) MarutiCiaz/ SX-4 or vehicle of same standard) | |
| 2.3 | Extra Rate per KM, in Case Vehicle is Used for More than 2200 K.M (AC,) MarutiCiaz/ SX-4 or vehicle of same standard) | |
| 2.4 | Extra Rate per day , in Case Vehicle is Used for More than 22 days (AC,) MarutiCiaz/ SX-4 or vehicle of same standard) | |

Note: The Rates are inclusive of all taxes excluding service tax.

THIS AGREEMENT WITNESSETH as follows:-

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:

- a. Letter of acceptance of award of contract;
- b. Terms and Conditions;
- c. Notice inviting Tender;
- d. Bill of Quantities;
- e. Scope of work;
- f. Addendums, if any; and
- g. Any other documents forming part of the contract.

1. The contract is valid for a period of **one 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 up to maximum of one year.

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2. The contractor shall deposit **Performance Security @ 10% of the value of the contract value** 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 Director, Department of Social Welfare. 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 license 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 Director (DSW) 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 license 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 License 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 three 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 Caretaking 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 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 and PUNISHMENTS

- (1) For non-providing of vehicle Rs.1500/- Per Day;
- (2) For non-providing of vehicle in time: Rs.100/- per hour of delay;
- (3) For not providing substitute vehicles: Rs.500/- per default or actual hire charges from other sources, whichever is higher;
- (4) On misbehavior by the Driver: Rs.500/- per default;
- (5) 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.

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(6) Violation of terms and condition of contract or default thereof shall result in suspension /Termination of Contract and or Debar for future engagements for 3 years.

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 excluding Service Tax.**

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 Director (DSW) 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

Dy. Director (CTB).

Department of Social Welfare,

Government of National Capital Territory of
Delhi,

GLNS Complex, Delhi Gate, Delhi

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ANNEXURE-I

FORM OF BANK GUARANTEE FOR BID SECURITY (Refer Clause 4 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) Ninety 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.

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(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 Signature of Authorized Official of the Bank

Name of Official _____

_____ Designation _____

ID No. _____

Name of Witness (Stamp/Seal of Bank)

Address of Witness

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ANNEXURE-II

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 6 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.

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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 _____

ANNEXURE-III

TENDER FORM

487

Affix duly Attested
P.P.Size recent
photograph of the
prospective
bidder.

1. Cost of tender: Rs. NIL/-.
2. Due date for tender _____ 2016
3. Opening time and date of tender _____ 2016
4. Names, address of firm/Agency _____
and Telephone numbers. _____
5. Registration No. of the Firm/ Agency. _____
6. Name, Designation, Address _____
and Telephone No. of _____
Authorized person of Firm/ _____
Agency to deal with. _____
7. Please specify as to whether _____
Tenderer is sole proprietor/ _____
Partnership firm. Name and _____
Address and Telephone No. _____
of Directors/partners should _____
Specified.
8. Copy of PAN card issued by _____
Income Tax Department and _____
copy of previous three Financial _____
Year's Income Tax Return.
9. Provident Fund Account No. _____
10. ESI Number _____
11. License number under _____
Contract Labour (R&A) Act, if any.
12. Details of Bid Security deposited:
(a) Amount: Rs. _____
(Rupees in words also)

- 424 c
- (b) FDR No. or DD No. or _____
Bank Guarantee in favor of _____
- (c) Date of issue: _____
- (d) Name of issuing authority: _____
13. Details of ISO Certification:
14. Any other information:
15. An undertaking to the effect that the
Agency has not been blacklisted or debarred _____
16. Declaration by the bidder:

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

(Signature of the bidder)

Name and Address (with seal)

461/c

ANNEXURE-IV**Read NIT Documents Carefully Before Filling Online****Check-List for Pre-Qualification Bid**

| Sl. | Particulars |
|------------|--|
| 1 | Bid Security (EMD) of Rs.78,000/- Rupees Seventy Eight thousand only) in the form of FDR/DD/Bank Guarantee issued by any scheduled commercial bank in favour of Director (Department of Social Welfare) valid for 45 days beyond the Tender validity period. |
| 2 | Annexure-III of the tender form duly filled and signed. |
| 3 | Self-attested copy of the PAN number issued by the Income Tax Department |
| 4 | Self attested copy of Service Tax Registration No. |
| 5 | Self attested copy of valid Registration Number of the firm/agency |
| 6 | Self attested copy of valid Provident Fund Registration Number. |
| 7 | Self attested copy of valid ESI Registration No. |
| 8 | Self attested copy of valid License No. under Contract Labour (R&A) Act, 1970, if any |
| 9 | Proof of Annual Average Turnover as stated in clause 2 (balance sheet/Form No. 16A/Income tax return of last Three financial Years (i.e 2014-15, 2013-14, 2012-13). |
| 10 | Proof of experiences as stated in clause 3 (a), (b) and (c) supported by TDS documents from the concerned organizations. |
| 11 | An undertaking to the effect that the Agency has not been blacklisted or debarred by any of the Departments of the Government of India/Government of NCT of Delhi and no criminal case is pending against the said firm/agency. |
| 12 | Terms and conditions duly accepted/signed with the stamp of the prospective bidder. |

(Name and Address of the Bidder)
Telephone No.