Tender for
Hiring of Vehicles

No. NTI/Tender/Vehicle/2013/N05-01
Dated 26.03.2014

PRICE - Rs. 200/-

National Telecommunications Institute for Policy Research, Innovations & Training
Department of Telecommunications
Government of India
ALTTC campus, Raj Nagar, Gaziabad-201002
(Visit us at www.ntiprit.gov.in)
Table of Content

Notice Inviting Tender (NIT) .................................................................................................................. 3
Section I Instructions to Bidders ............................................................................................................. 5
Section II Profile of the Bidder ................................................................................................................. 10
Section III Bid Form .................................................................................................................................. 11
Section IV No Near-Relative Declaration/Certificate ............................................................................. 12
Section V Letter of Authorization for attending Bid Opening .............................................................. 13
Section VI Checklist for Submission of Bid .............................................................................................. 14
Annexure A Agreement Form .................................................................................................................. 15
Annexure B General Conditions of the Contract ................................................................................... 17
Annexure C Specifications & Requirement Schedule ............................................................................. 22-23
Annexure D Special Conditions of Contract .......................................................................................... 24
Annexure E Performance Security Bond Form ....................................................................................... 28
Annexure F Price Schedule (I to III) ........................................................................................................ 30-32
NOTICE INVITING TENDER (NIT)

Government of India
Department of Telecommunications
National Telecommunications Institute for Policy Research, Innovations & Training
ALTTC campus, Raj Nagar, Ghaziabad-201002

No. NTI/Tender/Vehicle/2013/N05-01                   Dated 26.03.2014

Subject: Tender for Hiring of Vehicles at National Telecommunications Institute for Policy Research, Innovations & Training, Ghaziabad

Sealed Tenders are invited by the Sr. DDG, TEC/NTIPRIT, on behalf of the President of India, only from Reputed Companies/Firms/Agencies authorised to provide vehicles on hiring basis, for hiring of Vehicles at National Telecommunications Institute for Policy Research, Innovations & Training, Ghaziabad for a period of one year. The vehicles are required to be hired for following types of works:

Work Type A: Hiring of vehicle on monthly basis

(i) Type of vehicle/work details: Non-AC Indigo or equivalent vehicle on monthly basis (1500 Km) for office use at NTIPRIT, Ghaziabad

(ii) Estimated cost of work: Rs. 3.61 lakh
(iii) Earnest Money Deposit: Rs. 7,500/-

Work Type B: Hiring of vehicle on need basis (Delhi/NCR to NTIPRIT, GZB and back)

(i) Type of vehicle/work details: AC Indigo or equivalent vehicles on need basis (80 Km/8 Hours) from Delhi/NCR to NTIPRIT, GZB and back

(ii) Estimated cost of work: Rs. 2.99 Lakh/-
(iii) Earnest Money Deposit: Rs. 6,000/-

Work Type C: Hiring of vehicle on need basis (NTIPRIT, GZB to Delhi/NCR and back)

(i) Type of vehicle/work details: Non-AC Indica/AC Indica or equivalent vehicles on need basis (80 Km/8 Hours) from NTIPRIT, GZB to Delhi/NCR and back

(ii) Estimated cost of work = Rs. 3.63 Lakh
(iii) Earnest Money Deposit: Rs. 7,500/-

Cost of Tender Form: Rs. 200/-

The bidder is free to quote its rate for any one or any two or all three types of works. The work shall be awarded to the lowest bidder in the respective work area.

The EMD may be deposited separately for each work type or may be combined if bidder is quoting for more than one work types.
The Tender form containing detailed terms & conditions and specifications can be purchased on written request on company’s letter head, from ADG (Estt), Room No. 706-B, NTIPRIT, ALTTC campus, Raj Nagar, Ghaziabad, on any working day from 04.04.2014 to 25.04.2014 between 10:00-17:00 hours after payment of the tender form cost (non-refundable) by way of demand draft, drawn in favour of AO (Cash), TEC, payable at New Delhi. Tender documents downloaded from the NTIPRIT website www.ntiprit.gov.in or TEC website www.tec.gov.in or website www.tenders.gov.in are also acceptable provided the requisite tender document cost of Rs. 200/- is enclosed in the form of a demand draft with the bid document.

Duly filled Bids must be submitted so as to reach this office by 11:00 Hrs on 28.04.2014 positively. The bids shall be opened at 11:30 Hrs on 28.04.2014 at the place as specified in bid documents.

The Sr. DDG, TEC/NTIPRIT reserves the right to accept only the responsive bids. Sr. DDG, TEC/NTIPRIT also reserves the right to reject any or all the bids, without assigning any reason. Any attempt for negotiations direct or indirect, on the part of a bidder, will render the bid liable for exclusion from consideration.

ADG (Estt)
NTIPRIT, Ghaziabad
Tel. No. 0120-2709007
SECTION I
INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS
1.1 The definitions of terms used in this document are as under:

a. The Purchaser means the Sr. DDG, TEC/NTIPRIT, New Delhi on behalf of the President of India.

b. The Bidder/Tenderer means the individual, firm or company, who participates in this tender and submits his/her/its bid.

c. The Supplier / Vendor / Contractor means the individual, firm or company supplying/providing the services under the contract.

d. The Services means all the jobs that the contractor is required to perform under the contract.

e. The Letter of Intent means the intention of the purchaser to finalise the Agreement with the bidder.

f. The Agreement means the contract signed by the purchaser and contractor, including all attachments and appendices thereto and all documents incorporated by reference therein. The Agreement, appearing in these documents, shall be deemed as the contract.

g. The Contractor means the individual, firm or company, whether incorporated or not, undertaking the contract and shall include the legal personnel representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

h. The Contract Price means the price payable to the contractor under the agreement for the full and proper performance of his contractual obligations.

2.0 ELIGIBILITY AND QUALIFICATIONS
2.1 This invitation of bids is open to:

a. Reputed Companies/Firms/Agencies having annual turnover of Rs. 5.0 Lakhs or more in preceding financial year.

b. Bidders having at least one independent commercial vehicle (registered in bidder’s name) of the type required for work types A, B and C as indicated in the NIT for which bidder intends to quote the rates. For work type A, the bidder having AC Indigo or equivalent vehicle registered in his/her name is also eligible however rates are to be quoted for non-AC operation. For work type C, if the bidder has at least one AC vehicle of the type required registered in its name then there is no separate requirement of having non-AC vehicle registered in its name.

c. Bidder having experience of providing vehicles on hired basis in Govt. offices/PSUs/Banks and other similar organization costing Rs. 3.0 Lakhs or more in a single contract / work order during last 2 years from the date of NIT.

2.2 Near relatives of personnel working in Department of Telecom (DoT) including all its subordinate units are not eligible to bid. The Bidder or its authorized signatory should certify that none of the near relatives of proprietor, or any partner, or any director of the company, excluding any nominee appointed by the government, financial institution, or independent non-official part-time directors are working in any of the units of DoT. Any breach of this condition at any stage by the bidder shall result in rejection of his/her bid, forfeiture of EMD, cancellation of the contract at the risk and cost of the contractor, and forfeiture of performance security as the case may be. Near relatives for this purpose are:

a. Members of a Hindu Undivided Family.

b. Husband or wife.
3.0 BIDDING PROCESS

3.1 COST OF BIDDING
3.1.1 The bidder shall bear all costs associated with the preparation and submission of the bid.
3.1.2 The purchaser in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.2 CLARIFICATIONS/AMENDMENT TO TENDER DOCUMENT
3.2.1 A prospective bidder requiring any clarification on the tender document shall notify purchaser in writing, by hand/post or fax (to be followed by original copy), not less than 10 days prior to the date of opening of the bids.
3.2.2 Purchaser shall respond in writing to such requests, which are received in due time, generally by 7 days prior to the date of opening of the bids.
3.2.3 At any time, prior to the date of submission of bids, Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the tender document by amendments.
3.2.4 The amendments/clarifications, if any, notified in writing to all prospective bidders, shall be binding on all bidders.
3.2.5 The clarifications/amendments, if any, issued by Purchaser will also be displayed on the websites www.ntiprit.gov.in, www.tec.gov.in and www.tenders.gov.in in the form of corrigendum. Interested bidders are required to keep abreast of latest corrigendum(s) issued by Purchaser till the date of submission of tender.

4.0 ACCEPTANCE/REJECTION OF BID DOCUMENT
4.1 The bidder is expected to examine all instructions, forms, terms & conditions, annexures and specifications in the Tender Document, before submitting it. Failure to sign and stamp all pages, to furnish all information required as per tender document or submission of bids not substantially responsive to the tender document in every respect, failure to wax/tape seal all the covers/envelopes, will be at the bidder’s risk and may result in rejection of the bid.
4.2 The wax/tape sealed tenders/bids should be submitted in the manner described as under.
4.3 The first sealed envelope duly super-scribed “Techno-commercial Bid”, should contain:
   a. Demand Draft/banker’s cheque/pay order for the prescribed amount of Earnest Money Deposit,
   b. Demand Draft for the prescribed amount of tender cost, if downloaded.
   c. Authorization letter for signing the bid document in the form of Board Resolution/Power of Attorney duly attested by the Company Secretary. In Case of Partnership/Proprietary Firm authorization letter should be signed by all partners/proprietor.
   d. Copy of Registration Certificate of at least one commercial vehicle of the type required as per clause 2.1 b section I, in bidder’s name in respective work type A, B & C as mentioned in NIT
   e. Proof for annual turnover of Rs. 5.0 Lakhs or more in preceding financial year in the form of copies of ITR/audited balance sheet and P&L A/c etc. duly countersigned by the Company Secretary/any Partner/Proprietor of the bidder firm, as the case may be.
   f. Particulars of satisfactory past performance in the form of Experience Certificate(s) of providing vehicles on hired basis in Govt. offices/PSUs/Banks and other similar organization costing Rs. 3.0 lakhs or more in a single contract / work order during last 2
years from the date of NIT. The experience certificate(s) should specify satisfactory work completion, value of the work carried out and period of work order from the clients.

g. List of Partners/Directors along with Partnership Deed or Article/Memorandum of Association, as the case may be.

h. Copy of PAN card / GIR card of the organization.

i. Copy of Service Tax Registration Certificate

j. No near relative Certificate/Declaration

k. Duly accepted and signed/stamped tender document (except Price Schedule) along with attached documents.

l. Self certification about non-black listing (clause 17.0, annexure B) and good character of drivers (clause 9.25, annexure D)

4.4 The second sealed envelope should contain only “Duly filled and signed Price Schedules” as per Annexure F. If the bidder is bidding for more than one work types then accordingly separate small sealed envelopes for financial bids with proper marking i.e. Financial bid for work type A or Financial bid for work type B or Financial bid for work type C would have to be prepared. All such sealed individual envelopes are to be kept in this second bigger envelop duly super-scribed as “Financial bids for work type A and/or B and/or C” as the case may be.

4.5 Both the envelopes should be super-scribed indicating the contents therein and must be submitted in the third bigger envelope, duly wax/tape sealed and super-scribed “Tender No. NTI/Tender/Vehicle/2013/N05-01 dated 26.03.2014 for Hiring of Vehicles at NTIPRIT, Ghaziabad” and should be deposited in the Tender Box, kept at the Room no. 706-B, 7th Floor, Admn. Block, NTIPRIT, ALTTC campus, Raj Nagar, Ghaziabad-201002, or be sent, by any means, on above address so as to reach this office on or before 11:00 Hrs of 28.04.2014.

4.6 No unsealed tender shall be entertained under any circumstance.

4.7 No tender received after 11:00 Hrs on 28.04.2014, i.e. tender submission date & time, shall be accepted under any circumstance.

4.8 Tender document, as purchased or as downloaded, must be submitted without making any additions, alternations. No condition or deviation from the conditions of the tender will be accepted. Any bid with such conditions is liable to be rejected.

4.9 Any bid without EMD, Tender Cost (in case the form is downloaded), and in variance with the aforesaid instructions will be rejected summarily.

4.10 No page should be removed/detached from this tender document.

4.11 All the additional pages shall be numbered consecutively after the Bid document printed page numbers and all pages shall be signed and stamped by the bidder or person(s) duly authorized to sign the bid by the bidder.

5.0 OPENING OF TENDER

5.1 The tender will be opened on 28.04.2014 at 11:30 Hrs in the room no. 708, 7th Floor, Admn Block, NTIPRIT, ALTTC campus, Ghaziabad by a Tender Opening Committee. A maximum of two representatives of each valid bidder will be allowed to attend the opening of tender.

5.2 In case the date fixed for the opening of the bids is declared as holiday by the Government of India, then bids will be opened on the next working day with time and venue remaining unchanged unless revised schedule is notified in this regard.

Stamp and signature of bidder
6.0 VALIDITY OF BIDS
6.1 The prices quoted in the bid shall remain valid for acceptance for 180 days from the date of opening.

7.0 EARNEST MONEY DEPOSIT (EMD)
7.1 FURNISHING OF EMD
Earnest Money Deposit (refundable) may be furnished with the bid by way of demand draft, banker’s cheque or pay order, drawn in favour of AO (Cash), TEC, payable at New Delhi. Any other money lying with the purchaser cannot be adjusted against this head. Failure to furnish Earnest Money Deposit shall result in rejection of the bid summarily.

7.2 FORFEITURE OF EMD
The EMD shall stand forfeited if:

a. The bidder withdraws his/her offer before expiry of validity period of bid i.e. 180 days from date of opening of bid.

b. The successful bidder, whose tender is accepted, fails or refuses to furnish the security deposit amount within a fortnight from the date of acceptance of his offer, or fails or refuses to execute the contract.

c. It is established that near-relatives of bidder is working in the units of DoT, as detailed above (clause 2.2).

7.3 REFUND OF EMD
7.3.1 No interest would be payable, for any period, on EMD or on any other money.
7.3.2 The amount of EMD will be refunded only after finalisation of tenders and on receipt of written request from the unsuccessful bidders.
7.3.3 The EMD of the successful bidder may be adjusted against security deposit. It will otherwise be refunded only after the receipt of the prescribed Security Deposit.

8.0 PRICES
8.1 The prices should be quoted in figures as well as in words (in Indian Rupees) in the annexed Price Schedules as given in Annexure F only. Any other price/discount/levy indicated anywhere else shall not be considered.

8.2 The quoted price should be inclusive of all taxes and levies except Service Tax, Parking charges, Inter-state/Entry Tax and Toll Tax, which will be paid additionally but only on production of original receipts. No increase in rates during the currency of contract will be permitted on account of any reason. Service Tax shall be paid extra as per applicable rates.

8.3 Any correction/overwriting should be attested by the person signing the documents, failing which the tender will be rejected without any notice. Use of correcting fluid in the price schedule is strictly prohibited.

9.0 EVALUATION OF BIDS
9.1 The bids will be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly submitted and whether bids are generally in order.

9.2 A bid shall be considered substantially responsive if it conforms to all the terms and conditions of the tender document without any material deviation.

9.3 To assist in the examination, evaluation, and comparison of bids, the Purchaser may, at its discretion, ask the bidder for the clarification of his/her bid. The request for clarification and the response shall be in writing. However, no post-bid clarification at the initiative of the bidder shall be entertained.
9.4 The purchaser or his/her bona fide representatives shall have the right to inspect the works, offices, showrooms, service centres of the bidder, for verification of facts furnished by the bidder in support of his/her bid documents, and the bidder is bound to answer any query made by the purchaser.

9.5 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

9.6 The purchaser shall shortlist only those bidders who are eligible and have submitted substantially techno-commercially responsive bid for opening of financial bid. Successful Bidders would be called to attend opening of financial bids. The Financial Bids of techno-commercially unsuccessful bidders would not be opened and shall be returned unopened after award of the contract to the successful bidder.

9.7 Prices quoted in the Price Schedules as per Annexure F only will be considered for evaluation.

9.8 The lowest bidder for different types of works shall be arrived as per following:

9.8.1 **Work Type A**: Lowest bidder i.e. L-1 shall be decided on the basis of the lowest value arrived at by using the formula: 
\[
P + (200 \times Q) + (1 \times 22 \times R)\]
for a vehicle as quoted in Price Schedule among substantially responsive bids (assuming 200 Kms. extra run/month, one hour extra on working day and twenty-two working days/month on an average).

9.8.2 **Work Type B**: Lowest bidder i.e. L-1 shall be decided on the basis of the lowest value arrived at by using the formula: 
\[
P + (20 \times Q) + (1 \times R)\]
for a vehicle as quoted in Price Schedule among substantially responsive bids (assuming 20 Km extra run and one hour extra per trip).

9.8.3 **Work Type C**: Lowest bidder i.e. L-1 shall be decided on the basis of the lowest value arrived at by using the formula: 
\[
(P1+P2)+20 \times (Q1+Q2) +1 \times (R1+R2)\]
for both types of vehicle as quoted in Price Schedule among substantially responsive bids (assuming 20 Km extra run and one hour extra per trip).

9.9 In case of discrepancies in the prices, following procedure shall be adopted:

a. If there is a discrepancy between words and figures in the amount of the unit price, the amount in words shall prevail.
b. If the bidder does not accept the correction of the errors, his/her bid shall be rejected.

10.0 **CANVASSING**

10.1 Canvassing in connection with any matter of tender, prior to or after opening of tender, is strictly prohibited. The tender of any bidder indulging in such practice shall be rejected.

11.0 **PURCHASER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser’s action.

12.0 **SIGNING OF CONTRACT**

12.1 Bidder shall submit Performance Security in conformity with the proforma enclosed and sign the agreement.

Stamp and signature of bidder
SECTION II
PROFILE OF THE BIDDER

1. Full Name of Bidder_________________________________________
2. Registered Address__________________________________________
3. Address of Office___________________________________________
4. Details of Contact/Authorized Person
   Name & Designation __________________________________________
   Address _____________________________________________________
   Tel No. (Landline) _____________ Mobile ________________________
   Email ID __________________________ FAX:____________________
5. Type of Firm: Private Ltd./Public Ltd./Cooperative/NGO/PSU/Proprietary/Partnership etc. _______________________________________
   (Please mention and enclose copy of Memorandum/Articles of Association/Certificate of Incorporation)
6. Name(s) of Directors/ partners/ proprietor________________________________________
7. PAN/GIR No. (Please enclose photocopy): ____________________________
8. Service Tax Registration No. (Please enclose photocopy) : ________________
9. Proof of Annual Turnover of Rs. 5.0 Lakhs or more: 
   (Please enclose copies of ITR/audited balance sheet and P&L A/c etc. as per clause 4.3 e section I)
10. Experience Certificate(s) as per clause 4.3 f section I 
    (Please enclose copies of documentary evidence i.e. experience certificate(s) specifying satisfactory work completion, value of the work carried out and period of work order from the clients.)
11. Earnest money details: DD/Banker’s cheque/Pay order No. ________________ dated ________________ for Rs______________ drawn on __________________________
12. Bank Account details
    a. Name and address of Bank
    b. Account no.
    c. MICR no.
    d. IFSC code of Branch
13. Any other relevant information

(Signatures of authorized signatory)
Name____________________
Designation________________
Seal:
SECTION III
BID FORM

To
The Sr. DDG
TEC/NTIPRIT
New Delhi

Dear Sir,

1. Having examined the terms & conditions of the tender including all the annexures, the receipt of which is hereby duly acknowledged, I/we undersigned, offer to provide vehicles on hiring basis at National Telecommunications Institute for Policy Research, Innovations & Training, Ghaziabad in conformity with the said terms & conditions of tender, for the sum or such other sums as may be ascertained in accordance with the schedule of prices attached and made part of this bid.

2. We undertake, if our bid is accepted, to commence services and to deliver all items specified in the contract, as per the delivery schedule.

3. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. All the tender documents, duly signed, are enclosed herewith.

4. We agree to abide by this bid till its validity period as specified in clause 6.0. It shall remain binding upon us and may be accepted at any time on or before expiry of validity period.

5. Until a formal agreement or contract is prepared and executed, this bid together with your written acceptance thereof, in your notification of award, shall constitute a binding contract between us.

6. If our bid is accepted we shall furnish a bank guarantee of a scheduled bank or demand draft/pay order for a sum amounting to 10% of the contract value for the due performance of the contract.

7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this _____ day of ___________ 2014.

Signature ____________________
In capacity of ____________________
Duly authorised to sign the bid for and on behalf of ____________________

Witness ______________
Signature ____________
Address ____________________________________________________

Stamp and signature of bidder
SECTION IV
NO NEAR-RELATIVE DECLARATION/CERTIFICATE

(To be submitted by either authorized signatory or proprietor, or each partner/director in case of partnership firms/companies)

I ___________________________________________________ son/daughter/wife of Shri _______________________________________________________________________
Proprietor / Partner / Director / Authorised signatory / Representative of M/s __________________________________________________________________________ (Name and address of the bidder) is competent to sign this declaration and execute the tender document regarding “Hiring of Vehicles at National Telecommunications Institute for Policy Research, Innovations & Training, Ghaziabad”;

I ___________________________________________ resident of ____________________________________________
hereby certify that none of relatives of mine/proprietor/partners/directors is/are employed in any unit of Department of Telecommunications as defined in tender document. In case at any stage it is found that the information given by me is false/incorrect the purchaser shall have the absolute right to take any action as deemed fit without any prior information to me.

I have carefully read and understood all the terms and conditions of the tender document and undertake to abide by the same;

I also undertake that our firm shall observe all legal formalities and/or obligations under the contract well within time. In case of failure to observe any of the legal formalities and/or obligations, I shall be personally liable under the appropriate law.

The Information/documents furnished, along with the tender document are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

(Signature of Proprietor/Partners/Director/Authorized Signatory)

Full Name:
Address:

Place: Seal:

Page 12 of 32
Stamp and signature of bidder
SECTION V
LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING
(on the letter-head of the bidder)

Shri/Km./Smt. ______________________________________

son/daughter/wife of Shri ____________________________

Proprietor / Partner / Director / Authorised signatory/Representative of M/s _____________________________________________________________________________

___________________ (Name and address of the bidder) whose specimen signatures are given below is hereby authorized to attend the Bid Opening/Opening of Techno-commercial bid/Opening of Financial Bid of tender of Hiring of Vehicles at National Telecommunications Institute for Policy Research, Innovations & Training, Ghaziabad. He/ She is also competent to accept and sign any document in connection with bid opening on our behalf. We undertake to abide by any acceptance given by him under his signature.

(………………………………………………….)
(Specimen Signatures of Authorised Representative)
Name .............................................
Address ..........................................
Designation ....................................

(Signature of Authorising Person)
Full Name:
Address:
Date:
Place: Seal:

Stamp and signature of bidder
### SECTION VI
Checklist for Submission of Bid

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Document (As per clause-4 of Section I)</th>
<th>Attached/Not attached</th>
<th>Page No.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Demand Draft for the prescribed amount of tender cost, if downloaded is attached</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Demand Draft/Banker’s cheque/Pay Order for the prescribed amount of Earnest Money Deposit is attached</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Authorization letter for signing the bid document as per clause 4.3 c section I</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Copy of Registration Certificate of at least one commercial vehicle of the type required as per clause 2.1 b section I, in bidder’s name in respective work type A, B &amp; C for which rates have been quoted by the bidder.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Proof for annual turnover of Rs. 5.0 Lakhs or more in preceding financial year as per clause 4.2 e section I</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Particulars of satisfactory past performance in the form of experience certificate(s) of providing vehicles on hired basis in Govt. offices/PSU/Banks and other similar organization costing Rs. 3.0 Lakhs or more in a single contract / work order during last 2 years from the date of NIT as per clause 4.3 f section I.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>List of Partners/Directors along with Partnership Deed or Article/Memorandum of Association, as the case may be</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Copy of PAN card/ GIR card of the organization</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Copy of Service Tax Registration Certificate.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>No near relative Certificate/Declaration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Self certification about non-blacklisting (clause 17.1, annexure B) and good character of drivers (clause 9.25, annexure D)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Duly accepted and signed and sealed tender document along with all sections, annexures (except Price Schedule), and attached documents, if any, in first envelope, properly sealed and labelled</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Only duly signed and sealed Price Schedules in second envelope, properly sealed and labelled</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNEXURE-A
AGREEMENT FORM
(On Non-Judicial stamp paper of Rs. 100/-)
AGREEMENT for providing vehicles on hired basis at National Telecommunications Institute for Policy Research, Innovations & Training, Ghaziabad signed on ...... ...... (date) between M/s.........................., hereinafter called the Contractor (which term shall, unless excluded by or repugnant to the subject or context, include its successors and permitted assigns) of the one part, and the ........................................, hereinafter called the Purchaser (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.

WHEREAS
A. The Purchaser is desirous that the work of providing vehicles on hired basis at National Telecommunications Institute for Policy Research, Innovations & Training, Ghaziabad, should be executed as mentioned, enumerated or referred to in the tender document No. NTI/Tender/Vehicle/2013/N05-01 Dated 26.03.2014 including all its sections and annexures.
B. The tender document No. NTI/Tender/Vehicle/2013/N05-01 Dated 26.03.2014, including all its sections and annexures, form part of this contract though separately set out herein and are included in the expression contract wherever herein used.

AND WHEREAS
The Purchaser has accepted the bid of the Contractor for the contracted work, conveyed vide Letter of Intent No................................. dated............. at the rates stated in the schedule of prices upon the terms and conditions of the contract.

NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

1. In consideration of the payment to be made to the Contractor for the work to be executed by him/her, the Contractor shall and will duly provide, execute, and complete the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions of the contract.

2. In consideration of the due provisions, execution and completion of the said work, the Purchaser does hereby agree to pay to Contractor the respective amounts for the work actually done by him and approved by the Purchaser at the Schedule of Prices and such other sum payable to the Contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

3. This contract is subject to jurisdiction of courts at Ghaziabad only.

It is specially and distinctly understood and agreed between the Purchaser and the Contractor that the Contractor shall have no right, title, or interest in the space made available by the Purchaser for execution of the works or in the goods brought on the said space (unless the same specially belongs to the Contractor) and the Contractor shall not have or deemed to have any lien on whatsoever charge for unpaid bills and the Contractor will not be entitled to assume or retain possession or control of the space, and the Purchaser shall have an absolute
and unfettered right to take full possession of space and to remove the Contractor, their servants, agents and materials belonging to the Contractor and lying on the space.

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year written above.

Signed and delivered by

_______________________
(For and on behalf of Purchaser)

In presence of

1. __________________________
2. __________________________

Signed and delivered by

_______________________
(For and on behalf of the Contractor)

In presence of

1. __________________________
2. __________________________
ANNEXURE B
GENERAL CONDITIONS OF THE CONTRACT

1.0 INTRODUCTION

1.1 DEFINITIONS
a. The Purchaser means the Sr. DDG, TEC/NTIPRIT, New Delhi on behalf of the President of India.
b. The Bidder/Tenderer means the individual, firm or company, who participates in this tender and submits his/her/its bid.
c. The Supplier/Vendor/Contractor means the individual, firm or company supplying/providing the services under the contract.
d. The Services means all the jobs that the contractor is required to perform under the contract.
e. The Letter of Intent (LOI) means the intention of the purchaser to finalise the Agreement with the bidder.
f. The Agreement means the contract signed by the purchaser and contractor, including all attachments and appendices thereto and all documents incorporated by reference therein. The Agreement, appearing in these documents, shall be deemed as the contract.
g. The Contractor means the individual, firm or company, whether incorporated or not, undertaking the contract and shall include the legal personnel representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
h. The Contract Price means the price payable to the contractor under the agreement for the full and proper performance of his contractual obligations.

1.2 APPLICATION
1.2.1 These general conditions shall apply in the contract made by purchaser for the defined work.
1.2.2 These general conditions mentioned herein are applicable to all types of vehicles hired by NTIPRIT, Ghaziabad until and unless explicitly stated otherwise.

1.3 AWARD OF CONTRACT
1.3.1 The purchaser shall issue Letter of Intent to the bidder whose offer has been accepted. The bidder shall, within a fortnight of issue of the order, furnish performance security in conformity with the terms & conditions, in the form of a demand draft or bank guarantee as per the proforma enclosed, from any scheduled bank in India.
1.3.2 Failure to furnish performance security within the stipulated time shall be construed a breach of contract which may result in cancellation of the contract at the risk and cost of the bidder, along with forfeiture of the EMD.
1.3.3 A formal Work Order shall be released only after receipt of the requisite performance security and signing the agreement.

2.0 STANDARDS
2.1 The services provided under this contract shall conform to the details prescribed in the Specifications and Requirements Schedule.

3.0 INDEMNITY
3.1 The contractor shall indemnify the purchaser against all third party claims under various Acts, arising from provision of services.
4.0 PERFORMANCE SECURITY
4.1 The contractor shall furnish performance security to the purchaser for an amount equal to 10% of the contract value within a fortnight of issue of formal letter of acceptance of his/her offer or LOI by the purchaser.

4.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the contractor’s failure to complete its obligations under the contract.

4.3 The performance security shall be submitted as a demand draft in favour of AO (Cash), TEC, payable at New Delhi or a bank guarantee issued by a scheduled bank in the proforma provided in the tender document.

4.4 The purchaser will discharge the performance security bond, deducting the pending dues, liquidated damages, if any, after completion of the contractor’s performance obligations under the contract.

4.5 No interest shall be paid on the security deposit amount.

5.0 PRICES
5.1 The accepted prices shall remain valid and operative during currency of the contract.

5.2 Prices charged by the contractor for the services performed under the contract shall not be higher than the prices quoted by the contractor in his/her bid.

6.0 DELIVERY
6.1 The performance of work shall be as per the Specifications and the Special Conditions of the Contract.

6.2 The service shall be provided by the Contractor in accordance with the time schedule specified by the purchaser in the work orders.

6.3 Delay by Contractor in the performance shall render the Contractor liable to face any or all of the following sanctions i.e. forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

7.0 LIQUIDATED DAMAGES (LD)
7.1 For vehicles hired on need basis or monthly basis, if the vehicle does not report at the reporting address within one hour of the prescribed reporting time, a liquidated damage of Rs. 300/- shall be imposed on each such occasion. Further, in such cases, depending upon circumstances, NTIPRIT, Ghaziabad, shall be at liberty to communicate to the contractor through telephone or SMS or e-mail or FAX whether vehicle is now required or not. If the vehicle is not required or it is returned back due to reporting after one hour period due to any other reason or it does not report at all then contractor shall not have any claim for payment in such cases. Further, in such cases, for vehicle hired on monthly basis, a deduction equal to pro-rata amount for that day shall also be made from the monthly bills apart from imposition of liquidated damages of Rs. 300/-. If vehicle hired on monthly basis is returned back after inspection as per clause 5.0 of Annexure D then also a deduction equal to pro-rata amount for that day shall be made from the monthly bills apart from imposition of liquidated damages of Rs. 300/-. If vehicle hired on monthly basis is returned back after inspection as per clause 5.0 of Annexure D then also a deduction equal to pro-rata amount for that day shall be made from the monthly bills apart from imposition of liquidated damages of Rs. 300/-. If vehicle hired on monthly basis is returned back after inspection as per clause 5.0 of Annexure D then also a deduction equal to pro-rata amount for that day shall be made from the monthly bills apart from imposition of liquidated damages of Rs. 300/-. If vehicle hired on monthly basis is returned back after inspection as per clause 5.0 of Annexure D then also a deduction equal to pro-rata amount for that day shall be made from the monthly bills apart from imposition of liquidated damages of Rs. 300/-. If vehicle hired on monthly basis is returned back after inspection as per clause 5.0 of Annexure D then also a deduction equal to pro-rata amount for that day shall be made from the monthly bills apart from imposition of liquidated damages of Rs. 300/-.

7.2 In case of breakdown of a vehicle during journey or after reporting for the duty, a liquidated damage of Rs. 100/- shall be imposed for each such occasion. In such cases, the vehicle is to be replaced by a suitable vehicle or faulty vehicle is to be repaired within one hour of breakdown failing which an additional liquidated damage of Rs. 100/- shall also be imposed. A liquidated damage of Rs. 200/- per occasion shall be imposed for non-functioning of AC in the vehicle during the journey if complained by the user on the duty slip.
7.3 In the cases of breakdown of vehicles, if the suitable vehicle as replacement or repaired vehicle as in clause-7.2 is not provided even after one hour from the breakdown then NTIPRIT, Ghaziabad shall have the liberty to wait for another one hour period during which suitable vehicle will be provided by the contractor or abandon the vehicle/journey at once depending upon situation and circumstances. In case vehicle is provided within extended one hour period and utilised then also the liquidated damages as per clause 7.2 shall be imposed. If the vehicle/journey is abandoned or no vehicle is provided within two hours of breakdown then apart from imposition of liquidated damages as per clause 7.2, (i) no payment will be made for vehicles hired on need basis for such incomplete journey cases and (ii) a deduction equal to pro-rata amount for that day shall also be made in case of vehicle hired on monthly basis from the monthly bills, however Kilo meter run from reporting place upto the breakdown place shall be counted in the total Kilo meter run by the vehicle for that month.

7.4 For vehicle hired on monthly basis, the pro-rata amount per day will be obtained by dividing approved/contracted monthly charges for 1500 Kms. by number of working days in that particular month.

7.5 For situations as described in clauses 7.1, 7.2 and 7.3 above, NTIPRIT, Ghaziabad shall have full liberty to hire vehicles from open market and any excess cost in this regard shall be recovered from the contractor as explained in clause 7.6 below.

7.6 In case of vehicles hired on need basis, the excess cost will be the difference between actual cost of hiring a vehicle from the open market and the cost to be incurred if vehicle was provided by the contractor as per approved rates. In case of vehicle hired on monthly basis, the excess cost, if any, will be the difference between cost of hiring a vehicle from the open market for that day and the pro-rata amount of that day.

7.7 The contractor shall ensure that the vehicle’s meter functions correctly. In case the meter goes faulty, the faulty meter should be repaired immediately or the vehicle should be replaced till the meter is rectified.

7.8 In case the meter is found tampered with, a LD of Rs 1000/- shall be levied, and shall render the Contractor liable to any or all of these sanctions which can be forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract.

7.9 NTIPRIT reserves the right to get the meter calibrated or checked at any time at its sole discretion. In the event of any error/ fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by NTIPRIT. Repeated defaults shall result in breach of contract culminating in termination of contract and forfeiture of the security deposit.

8.0 FORCE MAJEURE

8.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any war, or hostility, acts of the public enmity, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as events), provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract nor shall either party shall have any such claims for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is
9.0 TERMINATION FOR DEFAULT
9.1 The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate this contract in whole or in part, if the Contractor:
   a. Fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
   b. Repeats non-execution of desired service more than five times in a month.
   c. Fails to perform any other obligation(s) under the contract; and
   d. In any of the above circumstance(s), does not remedy his failure within a period of 30 days (or such longer period as the purchaser may authorise, in writing) after receipt of the default notice from the purchaser.

9.2 In the event the purchaser terminates the contract in whole or in part, pursuant to Clause 9.1 above, the purchaser may procure, upon such terms and in such manner as it deems appropriate, services those are not performed and the contractor shall be liable to the purchaser for any excess cost for such similar goods. However, the contractor shall continue the performance of the contract, to the extent not terminated.

10.0 TERMINATION FOR INSOLVENCY
10.1 The purchaser may at any time terminate the contract by giving written notice to the Contractor, without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent, as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

11.0 ARBITRATION
11.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith, except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Sr. DDG, TEC/NTIPRIT, or in case his designation has been changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Sr. DDG, TEC/NTIPRIT, or by whatever designation such officer(s) may be called (hereinafter referred to as the said officer) and if the Sr. DDG, TEC/NTIPRIT or the said officer is unable or unwilling to act as such, to the sole arbitration or some other person appointed by the Sr. DDG, TEC/NTIPRIT or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

11.2 There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on any or all of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, such Sr. DDG, TEC/NTIPRIT, or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

11.3 The arbitrator, may from time to time with the consent of the parties enlarge the time for making and publishing the award, subject to the Arbitration and Conciliation Act, 1996, and the rules made there under, any modification thereof for the time being in force, shall be deemed to apply to the arbitration proceeding under this clause.

11.4 The venue of the arbitration proceeding shall be the office of the Sr. DDG, TEC/NTIPRIT, at New Delhi or such other places as the arbitrator may decide.
12.0 SET OFF

12.1 Any sum of money due and payable to contractor (including security deposit refundable to him) under this contract may be appropriated by the purchaser or by the Government of India and the same may be set off against any claim of the purchaser or Government, or such other person or persons for payment of a sum of money arising out of this contract made by the contractor with the purchaser or Government or such other person or persons contracting through Government of India.

13.0 CURRENCY OF CONTRACT

13.1 The contract shall be valid for a period of one year from date of signing of agreement. However, it may be extended for a further period up to one year in the spell of three or six months or at one go if agreed mutually by the contractor and purchaser, on the same terms and conditions.

14.0 PAYMENT METHOD

14.1 For Vehicle on monthly hiring basis, monthly bills in duplicate shall be submitted to the designated controlling officer of NTIPRIT, Ghaziabad along with the attested copy of the log book (complete in all respect) of the vehicle along with original slips for inter-state/entry tax, parking charges, Toll tax etc. The log book shall be supplied by NTIPRIT, Ghaziabad.

14.2 For vehicles hired on need basis, the Contractor shall submit the bills in duplicate preferably in the first week of following month in respect of previous month along with original duty slips, original slips for inter-state/entry tax, parking charges, Toll tax etc. The duty slips shall be supplied by the contractor.

14.3 Payment shall be made to the contractor through cheque or electronic transfer based on the details of bank account provided. The usual time taken for payment of bills is generally 2-4 weeks from the date of receipt of bills at NTIPRIT, Ghaziabad.

14.4 Income Tax or any other applicable taxes shall be deducted at source at the time of payment to the contractor, in accordance with the provisions of the relevant applicable Acts.

14.5 NTIPRIT shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties as applicable under the terms and conditions of this tender.

15.0 PAYING AUTHORITY

15.1 AO (Cash), Telecommunication Engineering Centre, Khurshid Lal Bhavan, Janpath, New Delhi.

16.0 REPORTING/CONTROLLING OFFICER

16.1 Name of Reporting/Controlling officer will be mentioned in the work order.

17.0 Non-blacklisting certificate

17.1 The bidding firm has to give a self certificate to the effect that it has not been blacklisted by any Central Ministry/Department, PSUs or Bank etc along with the tender document. If it is subsequently established or found that the bidding firm has given any false information or facts or has suppressed facts or manipulated the documents etc. the earnest money deposit or the performance security deposit, as the case may be, will be forfeited and no excuse what so ever will be entertained therefor.
## ANNEXURE C

### SPECIFICATIONS & REQUIREMENT SCHEDULE

**Work Type A: Hiring of vehicle on monthly basis**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Type of Vehicle/model</th>
<th>Year of Make</th>
<th>Quantity</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Non-A/C Tata Indigo or equivalent Vehicle</td>
<td>2011 or later</td>
<td>1</td>
<td>Hiring of registered commercial vehicle for office purpose in Ghaziabad and visit to New Delhi/Delhi/NCR Area with a usage of 1500 Km/month</td>
</tr>
</tbody>
</table>

**Note:**

NTIPRIT, GZB is having five day working pattern and the vehicle is required on working days. In case vehicle is required on Saturday/Sunday/holiday (which is going to be used in exigencies only), the extra charges for that day will be paid as per details given below:

Extra charges for Sat/Sun/Holiday = Adjustment factor x [Rate approved for 1500 Km- (1500 Km x approved rate for per KM for extra KMs)] / No of days in the month

The Adjustment factor = No. of working days in the month / No. of days in the month

The kilometres run by the vehicle on Saturday/Sunday/holiday shall be counted in the total Km run by the vehicle for that month. Extra hours beyond duty hours, if any, shall be counted at the end of the month from the entries in the log book.

**Work Type B: Hiring of vehicle on need basis (80 KM/8 hours)**

- Delhi/NCR to NTIPRIT, GZB and back

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Type of Vehicle/model</th>
<th>Year of Make</th>
<th>Quantity</th>
<th>Estimated no of trips (to and fro)</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>A/C Tata Indigo or equivalent Vehicle</td>
<td>2011 or later</td>
<td>1 to 4 on a day as per the need</td>
<td>210</td>
<td>Hiring of registered commercial vehicle for office works from Delhi/NCR Area to NTIPRIT, Ghaziabad and back</td>
</tr>
</tbody>
</table>

Place:  
Date:  
Signature of the Bidder with Seal

Stamp and signature of bidder
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Type of Vehicle</th>
<th>Year of Make</th>
<th>Quantity</th>
<th>Estimated no of trips (to and fro)</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Non-A/C Tata Indica or equivalent Vehicle</td>
<td>2011 or later</td>
<td>1 to 4 on a day as per the need</td>
<td>160</td>
<td>Hiring of registered commercial vehicle for office works from NTIPRIT, Ghaziabad to New Delhi/Delhi/NCR Area and back</td>
</tr>
<tr>
<td>2.</td>
<td>A/C Tata Indica or equivalent Vehicle</td>
<td>2011 or later</td>
<td>1 to 4 on a day as per the need</td>
<td>170</td>
<td>Hiring of registered commercial vehicle for office works from NTIPRIT, Ghaziabad to New Delhi/Delhi/NCR Area and back</td>
</tr>
</tbody>
</table>

Place: 
Date: 
Signature of the Bidder with Seal
ANNEXURE D

SPECIAL CONDITIONS OF CONTRACT

1.0 SERVICE

1.1 Provision of registered commercial vehicles on need basis as well as on monthly basis, for NTIPRIT, Ghaziabad on hiring basis as per details available in Annexure-C (Specifications & Requirement Schedule) of this tender document.

1.2 The vehicle to be hired on monthly basis shall be stationed at NTIPRIT, Ghaziabad and will be used for official works in Ghaziabad as well as going to New Delhi/Delhi/NCR and back. Most of the visits will be to New Delhi or Delhi area.

1.3 The vehicle to be hired on need basis shall be used by NTIPRIT, Ghaziabad for carrying officers/authorised persons ordinarily from New Delhi/Delhi to Ghaziabad and back and similarly from Ghaziabad to New Delhi/Delhi and back. Sometimes vehicles may be used to pick up/drop officers and authorised persons from/to the adjoining areas of New Delhi/Delhi including National Capital Region (NCR).

1.4 The equivalent vehicle in this tender (as mentioned in NIT, Annexure-C, Annexure-F etc.) means any vehicle having same or higher capacity in terms of engine capacity, passenger carrying capacity etc. However, Vans are not acceptable as an equivalent vehicle.

1.5 The vehicles registered as taxi only should be provided.

2.0 QUANTITY

2.1 The details of estimated number of vehicles to be hired are available in the Annexure-C (Specifications & Requirement Schedule) of this tender document. However, it should be clearly noted that purchaser shall place the order only as per the actual requirement of vehicles from time to time.

2.2 The purchaser will have the right to increase or decrease the number of vehicles/trips upto 25% of the requirement of vehicle/trips specified in the Annexure-C without any change in the unit price ordered or other terms and conditions during the currency of contract. Accordingly, the estimated expenditure on hiring of vehicles may also vary upto 25% on both sides.

3.0 DUTY HOURS

3.1 For vehicle to be hired on monthly basis the duty hours shall be nine hours per day for five days (Monday to Friday) per week. Generally duty hours are from 9 AM to 6 PM but they are changeable as per the requirement of the purchaser. Duty time commences from the time of reporting of vehicle at reporting place.

3.2 For vehicles being hired on need basis duty hours shall be 8 hours from the time of reporting of vehicle at the reporting place.

3.3 Vehicles can be detained by the controlling officers/Users for extra duty hours, for which payment will be made as per approved rates.

3.4 Contractor must have a telephone where requisition of vehicles can be conveyed at any time during the 24 hrs. Telephone number must be specified in the bid.

3.5 The requirement of vehicle on need basis will be communicated to the contractor through e-mail, FAX, telephone, SMS etc. as may be the case generally one day in
advance. In case of urgent requirements, a notice of two hours may be sufficient to provide the vehicle by the contractor.

3.6 During the period of the contract, the drivers shall be provided working mobile phone at the cost of the contractor, so as to enable the purchaser to contact them as and when required, or for the drivers to make a call to the user/controlling officer for informing the reporting at the duty place or for any other reason.

4.0 DOCUMENTS
4.1 Photocopies of the documents i.e. RC of the vehicle registered as Taxi, Route permit of vehicle, Comprehensive Insurance, Pollution Check Certificate, Authorized Driving License of Driver etc. are to be deposited with NTIPRIT, Ghaziabad.

5.0 Inspection
5.1 Designated authority can inspect the vehicle at any time. It will be a general inspection which will include general upkeep of the vehicle, neatness & cleanliness of the exteriors & interiors, documents, availability of working mobile connection with the driver, proper dressing of the driver etc. In case of deviations, instructions issued by NTIPRIT/designated authority shall be binding on the contractor. Contractor shall ensure that vehicles are supplied & operated in compliance to the terms & conditions of the contract.

5.2 Vehicle hired on the monthly basis shall be inspected on the first day of its reporting or whenever it is changed for any reason. In case of deviations, the purchaser reserves the right to return the vehicle and liquidated damages shall be imposed as per clause 7.1 of Annexure B.

6.0 NOTICE PERIOD FOR BOOKING & CANCELLATION
6.1 One day in advance, generally, for booking the vehicle.
6.2 Telephonic intimation shall be considered as notice.
6.3 One hour prior to reporting time for cancellation of the booking of the vehicle.

7.0 REPORTING PLACE
7.1 For vehicle hired on monthly basis reporting place would be NTIPRIT, Ghaziabad.
7.2 For vehicles hired on need basis from NTIPRIT, Ghaziabad to Delhi/NCR and back, the reporting place would be NTIPRIT, Ghaziabad or any other place within Ghaziabad City.
7.3 For vehicles hired on need basis from Delhi/NCR to NTIPRIT, Ghaziabad and back, the reporting place can be any place in New Delhi / Delhi / Faridabad / Gurgaon / Bhadurgarh / Noida etc.
7.4 For vehicles hired on need basis, the actual place of reporting shall be as specified by NTIPRIT while giving notice for requirement of the vehicle.

8.0 COUNTING OF DISTANCE
8.1 Counting starts from the reporting place to the dropping place. No extra Kms. will be given from garage to reporting place/dropping place or vice versa.

9.0 OTHER CONDITIONS
9.1 The vehicles can be used anywhere in the territorial jurisdiction of Ghaziabad, New Delhi/Delhi and NCR.
9.2 The vehicle should be in good condition & well maintained. Interior/Upholstery of the vehicle should also be well maintained & to be kept neat and clean.

9.3 In case, Interior/Upholstery/Vehicle is not found upto the satisfaction of the controlling officer, the same shall be replaced immediately by contractor.

9.4 Change of other type of vehicle will be allowed during break down of that vehicle with written approval of controlling officer.

9.5 The contractor shall send the vehicle for periodical servicing at the cost of the contractor, purchaser will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be to the contractor’s liability.

9.6 Shortage in utilizing the contractual 1500 Kms per month in any particular month will be adjusted over a period of subsequent three months.

9.7 Change of commercial vehicle of same/ better different type and model on same approved rate, will be allowed on written request and approval of controlling officer showing the reference of previous vehicle & Kms run of that vehicle during that quarter. Old and new vehicle will be considered in continuation for counting shortage in utilizing the contractual 1500 Kms in particular month of that quarter.

9.8 The meter reading should tally the actual distance of run at any instant and Controlling officer shall have full powers to check up the meter for its correctness and to take action accordingly.

9.9 Payment of all kinds of Government taxes or duties for plying vehicles in Ghaziabad, New Delhi/Delhi and NCR will be the liability of the contractor.

9.10 Inter-state/entry tax, Parking charges and Toll taxes, if any, may be claimed by producing the original slips.

9.11 The contractor shall abide with all local/municipal/state/central laws and regulations.

9.12 Any liability under any Act or Statute shall be of the contractor and under no circumstances shall purchaser assume responsibility.

9.13 The driver of the vehicle should be fully conversant with the routes of Ghaziabad, New Delhi/ Delhi & NCR and should be well behaved and properly dressed.

9.14 Driver shall not normally be changed, except for the cases where NTIPRIT instructs the contractor for change.

9.15 The contractor shall assign the job of driving of hired vehicles to experienced drivers having appropriate license and also assume full responsibility for the safety and security of officers/officials as well as essential store items while running the vehicle by ensuring safe driving. Purchaser shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section-29 of IPC and any loss caused to purchaser have to be suitably compensated by contractor.

9.16 The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor. Any breach of such laws or regulations shall be deemed to be breach of this contract. Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. NTIPRIT shall have no liability whatsoever in this regard and the Contractor shall indemnify NTIPRIT against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.
9.17 No sub-contracting is permissible.

9.18 Tampering of meter or log book and misbehaviour by the drivers shall be viewed seriously and may lead to cancellation of the contract.

9.19 For vehicle hired on monthly basis, the log books shall be supplied by NTIPRIT and log books shall be the property of the NTIPRIT. The driver of the vehicle shall ensure that the log book is duly completed on the daily basis. Detailed instructions in this regard shall be issued by NTIPRIT, Ghaziabad after entering into agreement with the contractor and these instructions shall be binding on the contractor.

9.20 For vehicles hired on need basis, the duty slips shall be provided by the contractor. The duty slip shall have the provision of making entries for vehicle no., date of journey, reporting time at reporting place, reporting address, start meter reading at garage as well as at the place of reporting, intermediate dropping addresses, final dropping address, final meter reading, total distance travelled, total time taken (hours from reporting time to dropping time), signature of driver, signature of user/officer using vehicle, remarks etc. apart from usual information related to the contractor. It is the responsibility of the driver to get the duty slip completed in all respect by the user/officer using the vehicle. In no case driver should make entries in the duty slip. In case of any doubt about genuineness of entries in the duty slip, the decision of the NTIPRIT regarding allowing claim shall be final and binding on the contractor.

9.21 The Contractor shall maintain the duty slip for every trip separately. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature of the user/officer using the vehicle will be accepted in support of the bill for payment.

9.22 NTIPRIT stands indemnified of the consequences arising out of any accident or mishaps or violation of traffic rules by the driver while performing NTIPRIT duty. NTIPRIT also stands indemnified towards any responsibilities that fall in the domain of the empanelled Contractor with respect to the hired vehicles, drivers and statutory requirements with the Transport authorities as applicable from time to time.

9.23 The drivers provided by the firm should be well mannered, courteous and polite to the officer using the vehicle. They should be well acquainted with NCR area. The drivers should not smoke or drink while on duty. The driver should not be in the drunken state while on duty. If the driver is found drunk, the purchaser may return the vehicle and impose liquidated damages as per clause 7.1 Annexure B.

9.24 The contractor shall be responsible for keeping the vehicles insured in compliance with the provisions of Motor Vehicle Act.

9.25 A declaration on the printed letter-head of the firm stating, inter-alia that the drivers provided are of good character, having valid commercial driving licenses and also well conversant with the roads of Delhi and NCR should be submitted alongwith bid documents.
ANNEXURE-E
PERFORMANCE SECURITY BOND FORM

This deed of guarantee made this ___ day of ___________, 2014, between Sr. DDG, TEC/NTIPRIT, New Delhi (hereinafter called the Purchaser) (which expression shall unless excluded by or repugnant to the context include his successors and assignees) of one part and __________________________________________________ (hereinafter called the Bank) (which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.

Where the Purchaser accepted the tender of M/s ___________________________________________________ (hereinafter called the Contractor) for Hiring of Vehicles, as per Letter No. ______________________ Dated ____________ (hereinafter referred to the as the Contract).

And whereas the Contract provides that Contractor shall furnish bank guarantee to the extent of 10% of the contract value as and by way of security for the due observance and performance of the terms & conditions of the Contract.

And whereas at the request of the Contractor, the Bank has agreed to execute these presents.

Now the deed is witnessed and it is hereby declared by and between the parties hereto as follows:

1. The Bank hereby irrevocably and unconditionally guaranties to the Purchaser that the Contractor shall render all necessary and efficient services which may be required to be rendered by the Contractor in connection with and/or performance of the Contract, and further guaranties that the goods supplied by the Contractor under the Contract shall actually be performing the work required of it to the satisfaction of the Purchaser and shall be free from any defect arising from faulty material, designs and workmanship, such as corrosion of the equipment due to inadequate quantity of materials, inadequate contact protection, deficiencies in circuit design and/or otherwise whatsoever, and in the event Contractor failing or neglecting to render necessary services as aforesaid and/or in the event of goods failing to give satisfactory performance or proving and particularly warranty clause mentioned therein, the Bank shall indemnify and keep the Purchaser indemnified to the extent of Rs. __________________ . In the event of Contractor's failure to perform and discharge aforesaid several duties and obligations on his part to be observed and perform under the Contract and/or deficiencies and defects in the satisfactory performance of the goods and the equipment.

2. The decision of the Purchaser as to whether the Contractor has failed to or neglected to perform or discharge his duties and obligation as aforesaid and/or whether the goods are free from deficiencies and defects and are capable of performing the work required and as to the amount payable to the Purchaser by the Bank herein, shall be final and binding on the Bank.

3. The responsibility of the Bank under this guarantee shall be as of Principal Debtor.

4. The guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the Contract and it shall continue to be enforceable during the currency of the contract, all the dues of the Purchaser under or by working of Contract have been fully paid, ratified or discharged, or

Stamp and signature of bidder
till it is certified by the Purchaser that the terms & conditions of the Contract have been fully and properly carried out by the Contractor and a No Demand Certificate submitted to this effect by the Contractor.

5. The Bank further agrees that the guarantee herein contained shall remain in full force and effect for a period of twelve months from the date hereof and also that the extension of this guarantee will be provided for by the Bank for such period beyond the period of twelve months as the Purchaser may feel necessary in this behalf. Provided further that if any claim accrues or arises against the Bank before the expiry of the said twelve months or an extension thereof, the same shall be enforceable against the Bank notwithstanding the fact the same is enforced after the said period of twelve months or any extension thereof.

6. The guarantee herein contained shall not be affected by any change in the constitution of the Contractor or the Bank and shall be a continuing one.

7. The Purchaser has fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by it against the Contractor and either to enforce or forebear any of the terms & conditions of the Contract and the Bank shall not be released from its liability under this guarantee by any exercise by the Purchaser of the liberty with reference to the matter referred aforesaid or by the reasons time being given to the Contractor or any other forbearance, act or the omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor or by any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.

8. The Bank undertakes not to revoke this guarantee during its currency except with the prior consent of the Purchaser in writing.

In witness thereof the parties have executed these presents, the day and year therein above written.

________________________________  ____________________________________

Signed and Delivered by the Constituted Attorney for and on behalf of the Contractor in presence of

1. ______________________________
2. ______________________________

Full Address of the Contractor
Tel. No.
Email

________________________________

Signed and Delivered by the Constituted Attorney for and on behalf of the Bank in presence of

1. ______________________________
2. ______________________________

Full Address of the Bidder
Tel. No.
Email

Stamp and signature of bidder
## ANNEXURE F
### PRICE SCHEDULE-I

**Vehicle on Monthly basis:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Type of Vehicle/Model</th>
<th>Job Description (Charges)</th>
<th>Hiring Charges per Vehicle (Rs.) (Including the levies and taxes, if any)</th>
<th>Service Tax if any (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>In Figures</td>
<td>In Words</td>
</tr>
<tr>
<td>1</td>
<td>Non-AC TATA INDIGO or equivalent</td>
<td>For 1500 Km/month (P)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Per Km beyond 1500 Km (Q)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Per hour for Extra hours of detention (R)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Prices are inclusive of all taxes / levies, except Service Tax (as above), parking charges, Inter-state/Entry Tax and Toll Tax which will be paid extra only on production of original receipts.

(Signature of Authorising Person)

Full Name: 

Date: 

Seal: 

Place: 

---

Stamp and signature of bidder
ANNEXURE F
PRICE SCHEDULE-II
Vehicle on need basis: Delhi/NCR to NTIPRIT, Ghaziabad and back

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Type of Vehicle/Model</th>
<th>Job Description (Charges)</th>
<th>Hiring Charges per Vehicle (Rs.) (Including the levies and taxes, if any)</th>
<th>Service Tax if any (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>In Figures</td>
<td>In Words</td>
</tr>
<tr>
<td>1</td>
<td>AC TATA INDIGO or equivalent</td>
<td>80 Kms / 8 Hours (P)</td>
<td>Rate per additional Km.(Q)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rate for additional hour i.e. per hour beyond 8 hours (R)</td>
<td></td>
</tr>
</tbody>
</table>

Note: Prices are inclusive of all taxes / levies, except Service Tax (as above), parking charges, Inter-state/Entry Tax and Toll Tax which will be paid extra only on production of original receipts.

(Signature of Authorising Person)

Full Name: _____________________________
Date: _____________________________
Place: _____________________________
## ANNEXURE F
### PRICE SCHEDULE-III

**Vehicle on need basis: NTIPRIT, Ghaziabad to Delhi/NCR and back**

<table>
<thead>
<tr>
<th>Sl. no.</th>
<th>Type of Vehicle/Model</th>
<th>Job Description (Charges)</th>
<th>Hiring Charges per Vehicle (Rs.) (Including the levies and taxes, if any)</th>
<th>Service Tax if any (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AC TATA INDICA or equivalent</td>
<td>80 Kms. / 8 Hours (P1)</td>
<td>Rate per additional Km. (Q1)</td>
<td>Rate for additional hour i.e. per hour beyond 8 hours (R1)</td>
</tr>
<tr>
<td>2.</td>
<td>Non-AC TATA INDICA or equivalent</td>
<td>80 Kms. / 8 Hours (P2)</td>
<td>Rate per additional Km. (Q2)</td>
<td>Rate for additional hour i.e. per hour beyond 8 hours (R2)</td>
</tr>
</tbody>
</table>

**Note:** Prices are inclusive of all taxes / levies, except Service Tax (as above), parking charges, Border/Entry Tax and Toll Tax which will be paid extra only on production of original receipts.

(Signature of Authorising Person)

Full Name: 
Date: 
Seal: 
Place: 

Stamp and signature of bidder