

# TENDER DOCUMENT

**NAME OF WORK:**

**ENGAGEMENT OF AGENCY TO PROVIDE VEHICLES  
(TAXIES) ON HIRE ON DAILY/MONTHLY BASIS.**



**GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY  
KASHMERE GATE, DELHI- 110403**

To,

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**THIS TENDER DOCUMENT CONTAINS 13 NOS. OF PAGES**



# **GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY, KASHMERE GATE, DELHI- 110403**

## **NOTICE INVITING TENDER FOR HIRING OF VEHICLES**

Sealed tenders are invited under Two-bid system from reputed transporters/fleet owners having capacity to supply 50 number of vehicles on hire basis for the use of Guru Gobind Singh Indraprastha University , Kashmere Gate , Delhi for a period of two years on contract/outourcing basis. The University is likely to shift to its new campus at Sectar- 16C, Dwarka, Delhi. The contractor shall be under obligation to serve the University at its new campus on the same rates as quoted in the tender document. Tender form can be obtained from the office of the Joint Registrar (General Administration), Room No. 109, Administrative Block, Guru Gobind Singh Indraprastha University , Kashmere Gate , Delhi from 16/08/10 to 06/09/10 between 10.00 AM to 3.00 PM on any working day on payment of Rs. 1000/- only through Demand Draft drawn in favour of Registrar, GGSIP University or may be downloaded from University website [www.ipu.ac.in](http://www.ipu.ac.in) . The duly completed tender forms along with EMD of Rs 1,00,000/- in the form of Demand Draft drawn in favour of Registrar, GGSIP University with required documents should reach the Joint Registrar (General Administration), Room No. 109, Administrative Block, Guru Gobind Singh Indraprastha University , Kashmere Gate, Delhi. Last date for submission/receipt of tender(s) is 06/09/10 at 03.00 P.M., which will be opened by the Tender Committee in the presence of tenderers or their authorized representatives on the same day at 03.30 P.M.. in the Office of the Joint Registrar (General Administration) Guru Gobind Singh Indraprastha University , Kashmere Gate , Delhi. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX will be entertained.

**(Bhaskar P. Joshi)**  
**Registrar**

**TERMS AND CONDITIONS FOR THE TENDER FOR THE AWARD OF ANNUAL  
CONTRACT FOR HIRING 50 NOS. OF VEHICLES FOR OFFICE USE IN  
GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY,  
KASHMERE GATE, DELHI**

Sealed tenders are invited from reputed transporters/fleet owners having capacity to supply of 50 numbers of vehicles AND HAVING BUSINESS IN Delhi in this field for the last three years on hire basis for the use of Guru Gobind Singh Indraprastha University , Kashmere Gate , Delhi for a period of two years on contract basis. The University is likely to shift to its new campus at Sectar- 16C, Dwarka, Delhi. The contractor shall be under obligation to serve the University at its new campus on the same rates as quoted in the tender document. The prospective bidder may quote the rates in the format prescribed. Each page of the terms & condition in the tender document must be signed by the bidder as a token of their acceptance. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the hiring of vehicles at Guru Gobind Singh Indraprastha University , Kashmere Gate , Delhi . Incomplete or conditional tender will be summarily rejected. Late bids will also not be entertained. The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

## Terms & Condition

1. The contract shall be valid for a period of two years. The University 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 University.
2. All registered agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs. 25 Lacs during the last three financial years in the books of accounts, may submit the bids in the prescribed format.
3. The contractor 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.
4. The contractor shall deposit Bid Security (EMD) for an amount of Rs.1,00,000/- in the form of Demand Draft, drawn in favour of Registrar, Guru Gobind Singh Indraprastha University payable at Delhi along with the Tender document. The draft number should be clearly mentioned in the tender document. The Demand Draft should be valid for Six months.
5. The Bid Security will be forfeited in the following conditions:-
  - (a). If at any stage, any of the information/declaration given by the bidder is found false.
  - (b). If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
  - (c). In case of any lapse/default in honouring of the terms and conditions at any stage after submitting the tender.
  - (d). In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.
6. The successful firm whose tender is accepted shall deposit Performance Security for an amount of Rs. 2,50,000/- within 10 days from the date of acceptance of offer of work order. Performance Security may be furnished in the form of an Account Payee DD/ Bank guarantee (Annexure-I) FDRs pledged in favour of Registrar, Guru Gobind Singh Indraprastha University payable at Delhi. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable on this amount. The contract will be signed only after furnishing the Performance Security. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the University 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 University has the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined.
8. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle immediately failing which Joint Registrar, General Administration has the right to hire vehicle from any other sources at the expense of the contractor. A separate penalty will be imposed on the contractor.

9. 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 University.
10. The University will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the University recognizes no employer-employee relationship between the University and the personnel deployed by the contractor.
11. Any person who is in Government service or an employee of this University should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
12. The contractor shall indemnify the University against all other damages/charges for which the University 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 University 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.
13. The University reserves the right to terminate the contract without assigning any reason during the period of contract.
14. Vehicles provided to the University should bear commercial Taxi Cab Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial LMV Driving Licence and Badges.
15. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of NCT of Delhi or any other law enforce by state transport department.
16. The University will not be responsible for any challan, loss, damage or any accident of the vehicle or to any other vehicles or for the injury to the driver or to any other third party. The loss or damage or legal expenses on this account shall be borne by the contractor.
17. There is no guarantee of hiring of any minimum number of vehicles. However, the contractor shall have to provide as many vehicles as may be required by the University. In case of requirement for more than fifty vehicles on any day, a minimum advance notice of 12 hours will be given by the University.
18. All cars shall carry first-aid-box, tissue paper, stepney, toolbox etc.
19. The contractor shall maintain an office with adequate staff and telephone facilities round the clock to facilitate communication.

20. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission. In case of any urgency, the driver may seek permission of the user.
21. 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 five years old.
22. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and Delhi Motor Vehicles Rules and these shall be the responsibility of the contractor.
23. The driver should be well conversant with roads and routes of Delhi NCR and any other place of duty and his operation and functions shall be governed as per Motor Vehicles Act and Rules.
24. The driver should always strictly follow traffic rules and regulations, so as to ensure safety of passengers.
25. The driver should carry enough cash to pay for toll tax, parking charges, fuel and other incidental expenditure.
26. The contractor should be in a position to cater to the additional vehicle requirement of the University at a short notice.
27. All the drivers will have to be provided with Mobile Phones at the cost of the contractor.
- 28. The payment for dead mileage in any case will not be more than Ten Kms. one way.**
- 29. The calculation of mileage shall be from the reporting point to the relieving point plus dead mileage.**
30. Reporting/ Relieving point for any vehicle hired by the University may be any where in Delhi, NCR or as directed by the University.
- 31. If on the duty slip of the vehicle, it has been shown as under limit, it should be assumed that it include dead mileage also i.e. no separate payment will be made for dead mileage in such cases.**
32. The duty slip should clearly indicate
  - a. The model of vehicle
  - b. The registration number
  - c. Type of vehicle and mode of hire (AC/ NAC)
  - d. The initial reading of the meter and time of the commencement of the journey with signature of the user of the vehicle
  - e. Last reading of the meter and time of the termination of the journey with signature of the user of the vehicle
33. No advance payment will be made.

34. 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.
35. The bills in triplicate should be made date-wise by the contractor and should be submitted to the Registrar, GGSIP University on monthly basis.
36. The contractor while raising the bill should clearly mention that the rate charged/quoted .
37. The University will deduct Income Tax at source as per provision of Income Tax Act from the contractor at the prevailing rates . PAN no. should be quoted on the body of the bills.
38. The University reserves the right to vary the numbers of vehicles hired as well as to relax the terms and conditions in the public interest.
39. The University is likely to shift to its new campus at Sector- 16C, Dwarka, Delhi. The contractor shall be under obligation to serve the University at its new campus on the same rates as quoted in the tender document.
- 40. During the period of contract, the rates will not be revised on any pretext. The prospective contractor may quote the rates accordingly taking into consideration of this aspect.**
- 41. The requisition of the vehicles can be made orally on telephone. The contractor should have to provide the vehicle within 02 hours of the requisition made. In case of failure to provide the vehicles on time or inability to provide, the University will be free to hire vehicles from any of the local vendors at the cost of contractor.**
- 42. PENALTIES**
  - (1) For any refusal to provide the vehicle Rs. 1000/- per default;
  - (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 misbehaviour 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.
  - (6) The vehicles should be in good running conditions. In case of providing vehicles older than year 2005, Rs.500/- (Rupees Five hundred only) shall be charged per day as penalty.
43. Parking and Toll taxes will be paid extra by producing the verified bills from the user.
44. 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 Registrar, Guru Gobind Singh Indraprastha University, Delhi. The award of the arbitrator so appointed shall be final and binding on the parties.
45. Any dispute shall be subject to the Delhi jurisdiction.
46. The contractor may submit the sealed financial bid separately.

47. The contractor shall have to execute an agreement with the University on a non-judicial stamp paper of Rs.100/-.
48. The successful contractor shall not engage any sub-contractor or transfer the contract to any other person/firm/agency in any manner. The contractor shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
49. The prospective contractor shall furnish the following documents along with their technical bid:-
- (a). Self attested copy of PAN No. card;
  - (b). Self attested copy of Service Tax Registration Number;
  - (c). Self attested copy of Valid Registration No. of the Agency/Firm;
  - (d). Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
  - (e). Proof of Average Annual turnover as stated in Clause 2 supported by audited Balance Sheet by chartered accountant;
  - (f). Proof of experience as stated in Clause 3 supported by documents from the concerned organizations;
  - (g). Bid Security of Rs. 1,00,000/- in the form of DD as per clause 4. DD to be kept with technical bid.;
  - (h). Application fee of Rs.1000/- (non-refundable) in form of DD, in case the tender document is downloaded from the website;
  - (i). List of vehicles along with photocopy of their RC/fitness and permit owned by the contractor;
  - (j). An undertaking to the effect that the Agency has not been blacklisted by any of the Departments/Organizations of the Government of India/Government of NCT of Delhi and no criminal case is pending against the said firm/agency;
  - (k). Terms and conditions duly accepted/signed with the stamp of the prospective bidder.

**GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY**  
**KASHMERE GATE, DELHI- 110403**

**TECHNICAL BID**

(Technical bid to be sealed in separate envelop with EMD & all relevant documents as per clause 49)

Passport Size photo of the contractor
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1. Name of the contractor \_\_\_\_\_
2. Name of Firm with Address \_\_\_\_\_
3. Telephone No. /Fax No. \_\_\_\_\_
4. No. of Vehicles manufactured \_\_\_\_\_  
During/ After 2005 having fitness \_\_\_\_\_  
Certificate by Transport Authority \_\_\_\_\_  
Of Delhi.(attach list) \_\_\_\_\_
5. Turn over of last three years i.e. \_\_\_\_\_  
2006-07 \_\_\_\_\_  
2007-08 \_\_\_\_\_  
2008-09 \_\_\_\_\_
6. PAN No. \_\_\_\_\_
7. TIN No. \_\_\_\_\_
8. Income Tax Clearing Certificate \_\_\_\_\_
9. EMD Draft No. and amount valid for \_\_\_\_\_  
Six months \_\_\_\_\_
10. D.D. No. ( Rs.1000/-) if \_\_\_\_\_  
Tender is downloaded \_\_\_\_\_
11. Registration No. with year of \_\_\_\_\_  
Establishment. \_\_\_\_\_

I/We the undersigned being contractor as mentioned above, hereby apply to the University for providing Taxi Services as described above in accordance with the terms & conditions of the Tender. I/We have read and understood the terms & conditions of the tender and hereby unequivocally accept the same. The terms and conditions of the Tender & N.I.T. are also signed and being submitted with the tender form.

**Signature of  
Contractor with seal of firm.**

**GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY**  
**KASHMERE GATE, DELHI- 110403**

**FINANCIAL BID**  
**(To be sealed in separate envelop)**

**Proforma For Quotation of Rates For Hiring Of Taxies**

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

NAME & ADDRESS OF THE FIRM : \_\_\_\_\_  
 \_\_\_\_\_

NAME OF THE CONTRACTOR : \_\_\_\_\_

**A. For Limited Mileage/Time**

Type of Vehicle	Rates for 8 hrs/80 Kms	Rates for Extra Km (Per Km.)	Rates for Extra Hours (Per Hour)
<b>Non AC Car / Vehicles</b>			
Indica/ Maruti Omni/ WagonR/Santro/ Ambassador			
Esteem/Indigo/ SX4/Accent/ Swift Desire			
Tata Sumo / Bolero/ Qualis / Scorpio / Travera, Etc.			
Innova			
<b>AC Car / Vehicles</b>			
Indica/ Maruti Omni/ WagonR/Santro/ Ambassador			
Esteem/Indigo/ SX4/Accent/ Swift Desire			
Tata Sumo / Bolero/ Qualis / Scorpio / Travera, Etc.			
Innova			

Night halt charges of driver/Night			
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**B. On Monthly Basis**

Type of Vehicle	2400 kms/12 Hrs./day during the month	Rates for Extra Km (per Km)	Rates for Extra Hours Per Hour
<b>Non AC Car / Vehicles</b>			
Indica/ Maruti Omni/ WagonR/Santro/ Ambassador			
Esteem/Indigo/ SX4/Accent/ Swift Desire			
Tata Sumo / Bolero/ Qualis / Scorpio / Travera, Etc.			
Innova			
<b>AC Car / Vehicles</b>			
Indica/ Maruti Omni/ WagonR/ Santro/ Ambassador			
Esteem/Indigo/ SX4/Accent/ Swift Desire			
Tata Sumo / Bolero/ Qualis / Scorpio / Travera, Etc.			
Innova			

Night halt charges of driver/Night			
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(Clearly indicate about the taxes as applicable if any)

**Signature of the Contractor**

I/We the undersigned being contractor as mentioned above, hereby apply to the University for providing Taxi Services as described above in accordance with the terms & conditions of the Tender. I/We have read and understood the terms & conditions of the tender and hereby unequivocally accept the same. The terms and conditions of the Tender & N.I.T. are also signed and being submitted with the tender form.

**Signature of the Contractor with seal**

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

**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 \_\_\_\_\_ (Guru Gobind Singh Indraprastha University, Delhi) (hereinafter called the “Department”) of the other part.

2. WHEREAS \_\_\_\_\_ (Guru Gobind Singh Indraprastha University, Delhi) 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 Guru Gobind Singh Indraprastha University the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Guru Gobind Singh Indraprastha University, the Bank is engaged to pay the Guru Gobind Singh Indraprastha University, any amount up to and inclusive of the aforementioned full amount upon written order from the Guru Gobind Singh Indraprastha University to indemnify the Guru Gobind Singh Indraprastha University 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 Guru Gobind Singh Indraprastha University 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 Guru Gobind Singh Indraprastha University 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 Guru Gobind Singh Indraprastha University 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 Guru Gobind Singh Indraprastha University and at the cost of the contractor.

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

9. The neglect or forbearance of the Guru Gobind Singh Indraprastha University in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Guru Gobind Singh Indraprastha University 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 \_\_\_\_\_