

## **Terms and condition:-**

1. The vehicle provided by the contractor shall bear **Commercial Registration Numbers of Delhi authorized by the Transport Department** and should have **comprehensive insurance cover**.
2. The contractor will be responsible for total maintenance of hired vehicles and provide his own manpower and the Department will not provide any staff etc.
3. The agency shall not engage any Sub-contractor to transfer the contract to any other person in any manner. The contractor shall not be permitted to transfer their rights and obligations under contract to any other organizations or otherwise.
4. The contractor will work under the overall supervision/direction of the Secretary, Department of Information Technology, Govt. of NCT of Delhi or any other officer who may be specified by the Secretary, Department of Information Technology.
5. The vehicle provided should be in good running condition. The Department at any time can inspect the roadworthiness of the vehicles.
6. The contractor will provide the vehicle as per the actual requirement and as and when required by the Department on one day notice.
7. The concerned driver will maintain a Log Book of the vehicle.
8. **Night Detention Charges will NOT** be payable for local duties.
9. The contractor's staff/vehicles shall be available all the time as per their duty roaster and they shall not leave their place of duty without prior permission. The contractor shall provide immediate replacement to take place of any driver/vehicle, which is not available for duty at the place of posting.
10. The contractor shall also be responsible to provide all the benefits viz. P.F., ESI, Bonus, Gratuity, Leave etc. to the staff engaged by the Contractor.
11. The Department shall have the right to ask for the removal of any person/vehicle of the agency, who is not found to be competent and orderly in the discharge of his duties.
12. Extra charges will be applicable only after for the expiry of 10 hrs. daily / 80 Kms. and only one charge will be payable i.e. hourly charges or kilometer charge subject to maximum monthly charges/rent/expense upto Rs. 45,000 per month only (Inclusive all taxes). No amount will be payable exceed Rs. 45,000/- Per Month in any condition.
13. The department shall have the right to discontinue the agreement at any stage with the prior information of one month to the contractor.
- 14 Penalties:-**
  - 14.1 For not maintaining the Log Book Rs.1000/- per default.
  - 14.2 For not providing the vehicle on time Rs.100/- per hour of delay.
  - 14.3 For misbehaving on part of driver Rs.1000/- per default.
  - 14.4 Rs.1000/- per default for not providing the substitute vehicle in case of failure of the vehicle during duty.
  - 14.5 For violation of any of the condition of the contract: Termination of contract and or Rs.1000/- per default.
  - 14.6 Printed terms and conditions of the bidder shall not be considered as forming part of their tenders. In case terms and conditions of the contract application to

- this invitation to tender are not acceptable to any bidder, he should clearly specify deviation in its tender.
- 14.7 Similarly, in case the services being offered has deviation from the specifications laid down in the tender, the bidder shall describe in what respect and to what extent the services offered differ/deviate from the specifications, even though the deviations may not be very material. Bidder must state categorically whether or not his offer conforms to tender specifications and indicate any deviations, if any.
  - 14.8 The driver deputed by the contractor should be well behaved and should possess a valid **Commercial Driving License**.
  - 14.9. The price quoted in the tender should be INCLUSIVE of all other charges e.g. Labour, handling, service, Taxes etc.
  - 14.10. **The Contractor is required to supply the vehicle at Delhi Secretariat, I.P. Estate and the mileage will be counted from Delhi Secretariat, I.P. Estate onwards.**
  - 14.11. The successful bidder will have to submit a copy of registration certificate and copy of insurance cover of the vehicle to be provided along with the bio-data and copy of driving license of the drivers within 15 days of award of contract. Any change should be informed accordingly.
  - 14.12. Secretary, Department of Information Technology, Govt. of NCT of Delhi, holds the rights to accept/reject any or all the tender/ bid in part or full without assigning any reason(s) thereof.
  - 14.13. All disputes shall be subject to Delhi Jurisdiction.
  - 15 The successful bidder shall have to submit performance guarantee of **Rs.27,000/- (Rupees Twenty Seven Thousand only)** by way of unconditional Bank Guarantee for successful performance during contract period in favour of The Secretary, Department of Information Technology, Govt. of NCT of Delhi, 9<sup>th</sup> Level, B.Wing , Delhi Secretariat, New Delhi- 02.
  16. The price charged for the services provided under the contract by the bidder shall in no event exceed the lowest price at which the bidder provides the services of identical description to any person/organizations including the department or any department of the Central or State Government as the case may be during the currency of the Contract.
  - 17 The work will be awarded to successful bidder after signing of agreement and submission of Bank guarantee of **Rs.27,000/-**.
  - 18 Payment Terms: Payment will be made on the monthly basis i.e. the Contractor shall submit the bill by 7<sup>th</sup> of next month and same will be paid after verification.
  19. The tender/ Bid is valid till one year from date of award of work.  
List of documents to be submitted along with the EMD in the office of Secretary(IT), Department of information Technology, 9<sup>th</sup> Level, B- Wing, Delhi Sectt., New Delhi 110002.

- I. Covering Letter
- II. Copy of Registration Certificate of vehicle
- III. Copy of valid Insurance Cover
- IV. Copy of Pollution under control Certificate

- V. Copy of Driving License of Driver
- VI. Proof of experience.
- VII. Proof of office in Delhi.