

**NOTICE INVITING TENDERS FOR HIRING OF VEHICLES FOR OFFICIAL USE IN
ALL INDIA INSTITUTE OF AYURVEDA, NEW DELHI**

**NIT No. AIIA/Hiring of Vehicles/2/2017-18
BID DOCUMENT**

Non transferrable

Price of Bid document: Rs. 500.00



ALL INDIA INSTITUTE OF AYURVEDA
Gautampuri, Mathura Road, Sarita Vihar, New Delhi – 110076
aiianewdelhi@gmail.com , www.aiia.co.in
Tel: 011-29948658

ALL INDIA INSTITUTE OF AYURVEDA

NEW DELHI

F.NO. 2-25009/1/1/2013-AIIA/Vol-II

Dated: 02nd May 2017

NOTICE INVITING TENDER FOR HIRING OF VEHICLES

Sealed tenders are invited under two-bid system from reputed transporters/fleet owners having capacity to supply the vehicles on hire basis for the use of Director, All India Institute of Ayurveda, Gautampuri, Sarita Vihar, Mathura Road, New Delhi-110076 for a period of **two years** on contract/outsourcing basis. Last date for submission/receipt of tender(s) is **26/05/2017 before 1200 Hrs.**, which will be opened by the Tender Committee in the presence of tenderers or their authorized representatives on the same day at 1500 Hrs. in the Committee Room, Administrative Block, All India Institute of All India Institute of Ayurveda, Gautampuri, Sarita Vihar, Mathura Road, New Delhi-110076. If holiday is declared by the Government on the day of tender opening, the tenders will be opened on the next working day at the same time and same place. The tenders received after the above said scheduled date and time will not be considered. A pre bid meeting will be held on 08th May **2017 at 1500 Hrs** in the Committee Room, Administrative Block, All India Institute of All India Institute of Ayurveda, Gautampuri, Sarita Vihar, Mathura Road, New Delhi-110076. Vendors or their authorized representatives may attend the meeting on both occasions.

**Director
AIIA, New Delhi**

TERMS AND CONDITIONS FOR THE TENDER FOR THE AWARD OF ANNUAL CONTRACT FOR HIRING VEHICLES FOR OFFICE USE IN ALL INDIA INSTITUTE OF AYURVEDA (AIIA), GAUTAMPURI, SARITA VIHAR, MATHURA ROAD, NEW DELHI – 110076

Tenders in sealed cover are invited under two-bid system from reputed transporters/fleet owners having capacity to supply vehicles and having Business in Delhi in this field for the last three years to supply vehicles on contract basis for the official use of Director, All India Institute of Ayurveda (AIIA), New Delhi for a period of **two years** on contract basis. The prospective bidder may quote the rates in the format prescribed. Bidders shall quote the rates in Indian Rupees for the entire contract on a ‘single responsibility’ basis such that is 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 AIIA, New 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.

Interested agencies are required to submit the technical bid (**Schedule-I**) (qualifying bid) and financial bid (**Schedule-II**) separately. The bids in Sealed Cover-I containing “**Technical Bid**” and Sealed Cover-II containing “**Financial Bid**” should be placed in a third sealed cover super scribed “**TENDER FOR HIRING OF VEHICLES for AIIA, New Delhi**” and should reach the office of “**The Director, AIIA, New Delhi - 110076, before 1200 hours on or before 26th May 2017.**”

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

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

1. The contract shall be valid for a period of **two years**. AIIA, New Delhi 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 Competent Authority, AIIA, New Delhi.
2. All registered agencies who are providing similar kind of services for at least last three consecutive years and having a minimum annual average turnover of Rs. **2,00,000.00** (Rupees two lakhs) during the last three financial years in the books of accounts may submit the bids in the prescribed format.
3. The Firm must have at least 3 years of experience in the Tour and travels Business in providing vehicle/taxi to the Government/Semi Govt. Sections/Autonomous Bodies

4. The Firm must have atleast 10 vehicles of the type i.e Swift Dzire/Etios/ Accent/SX-4/CIAZ/Honda City/Sunny/Corola/Toyota/Innova or equivalent and registered not prior to 2014.
5. The bidder should have the past experience of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities or reputed private organization(s) as follows:-
 - (a) Three similar works costing not less than the amount or equal to **Rs.2,00,000.00** (Rupees two Lakh only); or
 - (b) Two similar works costing not less than the amount equal to **Rs.3,00,000.00** (Rupees three lakh only); or
 - (c) One similar work costing not less than the amount equal to **Rs.5,00,000.00** (rupees five lakh only)
6. The bidder whose rates in Financial Bid are the lowest in comparison to other bidders will be considered as the lowest bidder.
7. The contractor shall deposit Bid Security (EMD) for an amount of **Rs.30,000.00 (Rupees Thirty thousand only)** in any of the following forms. Bid Security may be furnished in the form of an Account Payee DD/Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of **Director, All India Institute of Ayurveda, New Delhi**, payable at **New Delhi** (Annexure-VII) along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.
8. 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/she fails to enter into the contract within 10 days of the issue of work order or fails to furnish Performance Security in accordance with the terms and conditions of the tender, within 10 days of the issue of work order.
9. The firm whose tender is accepted shall deposit Performance Security for an amount of **Rs. 60,000.00 (Rupees sixty thousand only)** in any of the following forms within 10 days from the date of issue of offer of work order by the Institute. Performance Security may be furnished in the form of an Account Payee DD/Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of **Director, All India Institute of Ayurveda New Delhi**, payable at **New Delhi** (Annexure-VIII). 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 and the firm shall be blacklisted in addition to the termination of the contract.

10. The mileage metering will start from the Institute premises when the vehicle is required at the Institute and the metering will be terminated at the Institute premises when the end point of the journey is the Institute premises. The billing must be done accordingly. Under no circumstances, billing can be done from or to the successful bidder's garage.
11. The successful bidder shall make available vehicles at the required point at a notice of 30 minutes or as scheduled otherwise.
12. The Contractor will have to provide the replacement of Driver in case of any eventuality. The Institute has the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined.
13. The vehicles should be in good running conditions. In case of providing vehicles older than three years, Rs.500/-(Rupees Five hundred only) will be charged per day as penalty.
14. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which competent authority, AIIA, New Delhi has the right to hire vehicle from any other sources at the expense of the contractor.
15. The contractor shall provide names, addresses of the drivers along with their driving license number and copies within one week of the award of the contract
16. 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 AIIA, New Delhi.
17. AIIA, New Delhi will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the AIIA, New Delhi recognizes no employer-employee relationship between the AIIA, New Delhi and the personnel deployed by the contractor/agency.
18. Any person who is in Government service or an employee of AIIA, New Delhi should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
19. The contractor shall indemnify AIIA, New Delhi against all damages/charges for which the Government/Department may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. AIIA, New Delhi 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.
20. AIIA, New Delhi reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.

21. Vehicles provided 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.
22. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of NCT of Delhi/Govt. of India.
23. The contractor shall provide vehicles as per requirement of the Department.
24. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission of AIIA authority.
25. The contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than three years old i.e. vehicles should be registered in 2014 or after.
26. 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.
27. The dead mileage in any case should not be more than five Kms. one way.
28. No advance payment will be made.
29. 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.
30. The contractor will maintain separate log books for each vehicle which will also be verified/countersigned by the concerned officer at AIIA, New Delhi.
31. The bills in triplicate should be made date-wise by the contractor and should be submitted to the Administration Branch of AIIA, New Delhi on monthly basis.
32. The contractor while raising the bill should clearly mention that the rate charged/quoted are for petrol or diesel or CNG run vehicle.
33. AIIA, New Delhi will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.
34. AIIA, New Delhi reserves the right to vary the numbers of vehicles hired as well as to relax the terms and conditions in public interest.
35. The prospective bidder shall furnish the following documents along with their financial bid:-
 - (a) Self attested copy of PAN card under Income Tax Act;
 - (b) Self attested copy of Service Tax Registration Number;
 - (c) Self attested copy of Valid Registration No. of the Agency/Firm;
 - (d) Self attested copy of valid Provident Fund Registration Number;
 - (e) Self attested copy of valid ESI Registration Number;
 - (f) Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
 - (g) Proof of Average Annual turnover as stated in Clause 2 supported by audited Balance Sheet;
 - (h) Proof of experience as stated in Clause 3(a), (b) and (c) supported by documents from the concerned organizations;
 - (i) EMD (Bid Security) of Rs.30,000.00
 - (j) Application fee of Rs.500/- (non-refundable), in case the tender document is downloaded from the website;
 - (k) List of vehicles along with photocopy of their RC/fitness and permit owned by the contractor;

- (l) An undertaking to the effect that the Agency has not been blacklisted by any of the Departments/Organizations of the Government of India/Government of NCT of Delhi and no criminal case is pending against the said firm/agency;
- (m) Terms and conditions duly accepted/signed with the stamp of the prospective bidder.
- (n) Self-attested copy of the Certificate of Registration with the Department of Labour, Govt. of NCT Delhi under Delhi Shops & Establishments Act, 1954.

Director
AIIA, New Delhi

Annexure - I

TECHNICAL BID

S.N.	Details	
1	Name and address of the firm	
2	Name, Address & Telephone Number of the proprietor/partners of the firm	
3	Location of the Garage with telephone No. and Address	
4	Income Tax/ Pan No.	
5	Income Tax returns for the last three years	
	2013-14	
	2014-15	
	2015-16	

6	Proof of Annual Turnover of average of Rs.02 lakh for last three years. [CA Certificate, Balance Sheet, Profit & Loss Account in support of turnover (along with income Tax Returns of the relevant years) must be provided]	
	2013-14	
	2014-15	
	2015-16	
7	The Firm must have at least 03 years of experience in the Tour and travels Business in providing vehicle/ taxi to the Government/ Semi Govt. Sections/Autonomous Bodies or reputed private organization(s)	
8	Proof of experience of similar works in any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities or reputed private organization(s)	
	(a) Three similar works costing not less than the amount equal to Rs.2,00,000.00 (Rupees two Lakh only); or (b) Two similar works costing not less than the amount equal to Rs.3,00,000.00 (Rupees three lakh only); or (c) One similar work costing not less than the amount equal to Rs.6,00,000.00 (rupees six lakh only)	
9	Proof regarding Firm having atleast 10 vehicles of the type i.e Swift Dzire/Etios/ Accent/SX-4/CIAZ/Honda City/Sunny/Corola/Toyota Innova or equivalent or equivalent registered not prior to 2014.	
10	Details of EMD	
11	Details of Tender fees	
12	Service Tax Registration Number (Attach Self attested copy)	
13	Registration No. of the Agency/Firm (Attach Self attested copy)	
14	Provident Fund Registration Number (Attach Self attested copy)	
15	ESI Registration Number (Attach Self attested	

	copy)	
16	Licence and Number under Contract Labour Act and under any other Acts/Rules (Attach Self attested copy)	
17	Affidavit declaring that the firm has not been black listed by any Central Ministry/ Department, PSU s or Banks etc.	
18	Terms and conditions duly accepted/signed with the stamp of the prospective bidder.	
19	No Relation Certificate	
20	Self-attested copy of Certificate of Registration with the Department of Labour, Govt. of NCT Delhi under Delhi Shops & Establishments Act, 1954	

Note: All Documentary proof to be enclosed for above terms.

I hereby agree to abide by all the terms and conditions of the tender document.

Place:

Date:

Name & Signature of the
Authorized signatory of the firm
(With seal of the Agency affixed)

**Annexure – II
FINANCIAL BID**

All rates should be inclusive of taxes

Name of the Vehicle	Eon/ i10/ KWID/ Alto K10/ Wagon R		SX-4/ Etios/ Baleno/ i20/ Jazz Dzire/ Accent		CIAZ/ Honda City/ swift Dzire/ Honda Amaze/ Nissan Sunny/ Corolla		Innova//Scorpio/Duster/ Hyundai Creta	
	AC	Non AC	AC	Non AC	AC	Non AC	AC	Non AC
Full Day 10hrs. and 100 Kms								
Half Day 5 hrs. and 50 kms.								
Extra per km.								
Extra per hour								
Charges For driver per night for outstation duty								

Outstation charges

Name of the Vehicle	Eon/ i10/ KWID/ Alto K10/ Wagon R		SX-4/ Etios/ Baleno/ i20/ Jazz Dzire/ Accent		CIAZ/ Honda City/ swift Dzire/ Honda Amaze/ Nissan Sunny/ Corolla		Innova//Scorpio/Duster/ Hyundai Creta	
	AC	NoN AC	AC	Non AC	AC	Non AC	AC	Non AC
Minimum Km/hour & Rate								
Extra Charges beyond Minimum Km.								
Extra Charges beyond Minimum Hrs.								
Night Charges								
Any other charges								

(If the space provided in any of the columns above is insufficient, a separate sheet on company letter head maybe attached for giving information). ***Please note that for finalization of contract, the bidder whose rates in Financial Bid are the lowest in comparison to other bidders will be considered as the lowest bidder.***

Signature of Owner/Managing Partner/Director

Date:

Place:

Name:

Seal

Annexure _ III
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date

To

Director
All India Institute of Ayurveda,
Gautampuri, Sarita vihar, Mathura Road,
New Delhi - 110076

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: ----

Name of Tender / Work:

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' for the web site(s) namely: as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. to __ (including all documents like annexure(s), schedule(s), etc., which form part of the contract agreement and we shall abide hereby by the terms / conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by AIIA have all been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totally / entirely.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

Annexure _IV
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before the date of bid opening)

To

Director,
AIIA, New Delhi

Sub: Authorization for attending Technical Bid Opening.

Ref: Your Tender Notice Dated:

Sir,

Following person(s) is/are hereby authorized to attend the bid opening for the tender cited above on behalf of as under:

Order of preference	Name	Specimen signature
---------------------	------	--------------------

I

II

Alternate representative

Yours Faithfully,

Signature of Duly authorized to sign
the Bid for and on behalf of (Official
Seal)

Witness

Address

Signature

Annexure _V
NO RELATION CERTIFICATE

No.

To

Date:

Director,
AIIA, New Delhi

Sub: Submission of No Relation Certificate

Dear Sir,

Ref: Your Tender notice No.....

I/we

S/o

R/o..... hereby certify that

none of my/our relative(s) or relations as per law is/are employed in any Central Government Department/Organization as per details given in the Tender Document. In case at any stage, it is found that the information given by me/us is false/incorrect, the Government shall have the absolute right to take any action as deemed fit/ without any prior intimation to me us.

Signature of Duly authorized to
sign the Bid for and on behalf of .

Witness .

Address .

Signature .

Annexure - VI

EMD/SECURITY DEPOSIT NOT FORFEITED/NOT BLACKLISTED AFFIDAVIT

To

Director,
AIIA, New Delhi

Dear Sir,

Sub: Submission of EMD/SD Not Forfeited Affidavit

Ref: Your Tender notice Nodated .

I/we hereby declare that I am/we are not Black Listed in any central Govt.Ministries/Departments/ Autonomous Organizations Govt. in Delhi or any other State and my/our EMD/Security Deposit/ Performance Security Deposit was never forfeited in Ministry of AYUSH or any Government Department Tender.

Signature of Duly authorized to
sign the Bid for and on behalf of

Witness .

Address .

Signature .

Annexure - VII

AGREEMENT FOR HIRING OF VEHICLES

This agreement is made on this day _____ BETWEEN the President of India through Director, All India Institute of Ayurveda, New Delhi hereinafter called the "AIIA, New Delhi" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns of the one part AND_(name of the agency_____ (hereinafter called the contractor) through their proprietor _____ hereinafter called the "Contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors, executors, administrators, heirs, legal representatives and assigns of the other part. The contractor has agreed to provide the following vehicles on the following rates:-

All rates should be inclusive of taxes

Name of the Vehicle	Eon/ i10/ KWID/ Alto K10/ Wagon R		SX-4/ Etios/ Baleno/ i20/ Jazz Dzire/ Accent		CIAZ/ Honda City/ swift Dzire/ Honda Amaze/ Nissan Sunny/ Corolla		Innova//Scorpio/Duster/ Hyundai Creta	
	AC	Non AC	AC	Non AC	AC	Non AC	AC	Non AC
Full Day 10hrs. and 100 Kms								
Half Day 5 hrs. and 50 kms.								
Extra per km.								
Extra per hour								
Charges for driver per night for outstation duty								

Outstation charges

Name of the Vehicle	Eon/ i10/ KWID/ Alto K10/ Wagon R		SX-4/ Etios/ Baleno/ i20/ Jazz Dzire/ Accent		CIAZ/ Honda City/ swift Dzire/ Honda Amaze/ Nissan Sunny/ Corolla		Innova//Scorpio/Duster/ Hyundai Creta	
	AC	NoN AC	AC	Non AC	AC	Non AC	AC	Non AC
Minimum Km/hour & Rate								
Extra Charges beyond Minimum Km.								
Extra Charges beyond Minimum Hrs.								
Night Charges								
Any other charges								

1. The contract is valid for a period of two years w.e.f. _____to_____. AIIA, New Delhi 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 AIIA, New Delhi.
2. The contractor shall deposit Performance Security for an amount of Rs.60,000.00 (Rupees Sixty thousand Only) in any of the following forms. Performance Security may be furnished in the form of an Account Payee DD/Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable on this amount.
3. The vehicle and drivers provided by the contractor shall work under the overall supervision of the authority of AIIA, New Delhi.
4. The contractor shall provide names, addresses of the drivers along with their driving licence number and copies within one week of the award of the contract.
5. The Contractor will have to provide the replacement of Driver in case of any eventuality. AIIA, New Delhi has the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined.
6. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which competent Authority, AIIA, New Delhi has the right to hire vehicle from any other sources at the expense of the contractor.
7. 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 AIIA, New Delhi.
8. AIIA, New Delhi will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the AIIA, New Delhi recognizes no employer-employee relationship between the AIIA, New Delhi and the personnel deployed by the contractor/agency.

9. Any person who is in Government service or an employee of AIIA, New Delhi should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
10. The contractor shall indemnify AIIA, New Delhi against all other damages/charges for which the Government/Department may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. AIIA, New Delhi 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.
11. AIIA, New Delhi reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.
12. The vehicles provided by the contractor should bear commercial Taxi Cab Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial LMV Driving License and Badges.
13. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of NCT of Delhi.
14. The contractor shall provide vehicles as per requirement of AIIA, New Delhi.
15. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission of the AIIA authority.
16. The contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than three years old i.e. vehicles should be registered in 2014 or after.
17. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the AIIA, New Delhi has the right to hire vehicle from any other sources at the expense of the contractor.
18. 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.
19. The dead mileage in any case should not be more than five Kms for one way.
20. No advance payment will be made.

21. The mileage metering will start from the Institute premises when the vehicle is required at the Institute and the metering will be terminated at the Institute premises when the end point of the journey is the Institute premises. The billing must be done accordingly. Under no circumstances, billing can be done from or to the successful bidder's garage.
22. The successful bidder shall make available vehicles at the required point at a notice of 30 minutes or as scheduled otherwise.
23. 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.
24. The contractor will maintain separate log books for each vehicle which will also be verified/countersigned by the concerned officer.
25. The bills in triplicate should be made date-wise by the contractor and should be submitted to the Administration Branch of AIIA, New Delhi on monthly basis.
26. The contractor while raising the bill should clearly mention that the rate charged/quoted are for petrol or diesel or CNG run vehicle.
27. AIIA, New Delhi will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.
28. AIIA, New Delhi reserves the right to vary the numbers of vehicles hired as well as to relax the terms and conditions in the public interest.
29. **PENALTIES**
 - (1) For non-providing of vehicle in time: Rs.100/- per hour of delay;
 - (2) For not providing substitute vehicles: Rs.500/- per default or actual hire charges from other sources, whichever is higher;'
 - (3) On misbehaviour by the Driver: Rs.500/- per default;
 - (4) For violation/breach of any of the condition of the contract: Rs.1000/- per default and/or Termination of the contract/forfeiture of Performance Security.
30. In case of breach of contract by the contractor, the Performance Security shall be forfeited by the Government and the firm shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the authority entering into the agreement.
31. The price quoted should be inclusive of all Taxes.

32. In the case of dispute or difference arising out of or in a way concerning the agreement shall be referred to the sole arbitration of any person nominated by the Director, All India Institute of Ayurveda, New Delhi. The award of the arbitrator so appointed shall be final and binding on the parties.

32. Disputes, if any, shall be subject to the Delhi jurisdiction.

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

**Signature of the Contractor
(With Seal)**

1. Witness
Name: _____
Address _____
2. Witness
Name: _____
Address: _____
3. Witness
Name; _____
Address _____
4. Witness
Name: _____
Address _____

For and on behalf of the President of
India (Department)
(With seal)

ANNEXURE-VII

FORM OF BANK GUARANTEE FOR BID SECURITY

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

KNOW ALL MEN by these present that we _____(Name and address of Bank), having our registered office at

_____ (hereinafter called “the Bank”) are bound unto All India Institute of Ayurveda, New Delhi (hereinafter called “AIIA, New Delhi”) in sum of Rs. 30,000/- (Rupees thirty thousand only) for which payment will and truly to be made to the said Department, the Bank binds himself, his successors and assigns by these presents.

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

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. 30,000/- (Rupees thirty thousand only) as Bid Security against the Bidder’s offer as aforesaid.

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

WE further agree as follows:-

1. That AIIA, New Delhi may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Department and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - (a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a Public Sector Bank based in India.

(b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.

4. That the expression “the Bidder” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee in terms of para 9 of the NIT and/or (b) fails or refuses to enter into a contract within the time limit specified in para 8 (d) of the NIT.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

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

Signature of Witness Signature of Authorized Official of the Bank

Name of Official_____

_____ Designation_____

ID No._____

Name of Witness (Stamp/Seal of Bank)

Address of Witness

ANNEXURE-VIII

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(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 Director, All India Institute of Ayurveda, Guatampuri, Sarita Vihar, Mathura Road, New Delhi (hereinafter called the "AIIA, New Delhi") of the other part.
2. WHEREAS _____(Name of the Institute) has awarded the contract for providing vehicles on contract 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 AIIA New Delhi a Performance Security for a total amount of Rs.60,000/- (Rupees sixty thousand only).
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 institute the full amount of Rs. 60,000/- (Rupees sixty thousand only) as stated above.
5. After the Contractor has signed the aforementioned contract with AIIA, New Delhi, the Bank is bounden to pay the AIIA, New Delhi, any amount up to and inclusive of the aforementioned full amount upon written order from the AIIA, New Delhi to indemnify the AIIA, New Delhi 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 AIIA, New Delhi 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 AIIA, New Delhi 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 27 (twenty seven) months from the date of signing.
7. At any time during the period in which this Guarantee is still valid, if the AIIA, New Delhi 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 AIIA, New Delhi and at the cost of the contractor
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the AIIA, New Delhi 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 _____