

## **GENERAL TERMS AND CONDITIONS OF THE TENDER**

1. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the DEAN, HIMSR & HAHCH to check all relevant documents for their authenticity and the tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.
2. No tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited.
3. In case the successful tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
4. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.
5. Each page of the tender documents and papers submitted along with, should be numbered signed and stamped by the authorised signatory in acceptance of the terms and conditions laid down by the organization.
6. **Period of Contract:** The contract would be for a period of one year, with the first 3 months being probationary. The period of the contract may be further extended on mutually agreeable terms and conditions after the completion of the contract, provided the requirement of the HIMSR persists at that time or maybe curtailed/terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected tenderer/ agency or cessation of the requirement of work or due to any change in government policy/rules. The Hamdard Institute of Medical Sciences & Research, however, reserves the right to terminate this initial contract at any time after giving three month notice to the selected tenderer/agency.
7. Tenders not confirming the prescribed requirements and non-submission of required documents/ copies may be rejected and no correspondence thereof shall be entertained whatsoever.
8. That the agency/contractor staff shall work under the supervision, direction and overall administration of the DEAN, HIMSR & HAHCH and any person deputed by the DEAN for supervision.
9. **Qualifying Requirements:-**
  - i. The service provider should be a proprietorship/partnership/ registered firm/ company and the vehicle(s) should be registered in Delhi/NCR only.
  - ii. Only registered, bonafide, reputed and experience firms agencies having at least three years' experience in the field of Vehicle/ Transport services in Govt. / well reputed private colleges, academic institutions or similar organisation and relevant documents to substantiate the same should also be submitted with the technical bid in the specified format.
  - iii. Bid should be complete and covering the entire scope of job and should confirm to the General and Special Conditions indicated in the bid documents. Incomplete and non-confirming bids will be rejected outright.
  - iv. No Joint Venture/ Consortium is allowed to participate in the Tender Process. Tenderer should submit an undertaking on firm's letter head in this regard.

- v. The tenderers shall attach the tender cost (non-refundable) i.e. Rs. 2000/- and earnest money deposit i.e. Rs. 50,000/- in the form of DDs as mentioned in the tender documents.
  - vi. The tenderer should possess Driving license of every driver as per the Motor Vehicles Act, 1988 (attested copies of the certificates to be submitted).
  - vii. The tenderer should possess the RC of all Buses (attested copies of the certificates to be submitted).
  - viii. The registered office or Branch office of the bidder should be located in Delhi/NCR region.
  - ix. Tenderers shall have GST Registration.
  - x. Tenderers shall have PAN of proprietor or in the name firm if agency is Pvt. Ltd.
10. This office reserves the right to revise the requirements of vehicles being hired. If needed, the vendor should be able to provide more vehicles at the same rates and terms and conditions. Also, the office may surrender some or all of the vehicles, if not needed by this office.  
Rates to be quoted shall be all inclusive charges.
11. This Office will reimburse toll tax and parking charges against production of documentary evidence (if any).
12. All expenses relating to salary and allowances of the driver shall be borne by the Service Provider. Like-wise all expenditure related to the vehicle including insurance, maintenance & fuel etc. will also be borne by the Service Provider. HIMSR shall not reimburse the same.
13. The tenderer should ensure that after getting the contract the vehicle deployed by him are of latest model (**not older than 5 years**) and shall have clean seat covers/ towels, car perfume and should be in good running condition for which no extra payment would be made. Vehicles should be comprehensively insured and should carry necessary permits/ clearance from the Transport Authority or any other concerned authority. The vehicles should also carry necessary pollution certificates issued by the Competent Authority. Undertaking in this regard would be required to be submitted by the tenderer along with technical bid.
14. The tenderer should be able to deploy the vehicle at the time and schedule assigned by the Supervisor/Incharge assigned by Dean, HIMSR. The vehicle should reach its designated pick-up point by 7:00 am without any delay.
15. The vehicles shall be for exclusive use of the Office and should not be used by the Service Provider for any other purpose.
16. The vehicles shall be made available on all days including Saturday, Sunday & Holidays, if required.
17. The calculation of time and mileage shall be **from the reporting point to the reporting point** and will not be calculated on garage to garage basis. For this purpose, the service provider shall ensure that the odometer of the supplied vehicle is properly sealed. In case of any doubt the authorized officer

of this Office may get odometer of the vehicle checked from any authorized workshop at the cost of Service Provider.

18. LPG Cylinders should not be used for running the vehicle in any case.
19. In case of any breakdown of vehicle on duty, the service provider shall make arrangement for providing another vehicle. In such a case, mileage from garage to the point of breakdown would not be paid.
20. **The tenderer should ensure that after getting the contract the drivers deputed for service to this Office do not have any Police records/ Criminal cases (previous or pending) against them. The service provider should make adequate enquiries about the antecedents of the drive before deputing them for service to this Office. Undertaking in this regard would be required to be submitted by the tenderer along with technical bid.**
21. The driver(s) shall observe all the etiquette and protocol while performing duty. They should wear a proper uniform & must carry a mobile phone in working conditions, for which, **no separate payment** shall be made by HIMSR.
22. The driver(s) deputed on duty should carry valid driving license. They should also not have been involved in more than two punch or challan/s for negligent driving. The Service Provider should also ensure that they have arrangement for establishing contact and round the clock service. For this purpose, they should have adequate numbers of telephones/mobiles. **Undertaking in this regard would be required to be submitted by the tenderer along with technical bid.**
23. This Office shall 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 Service Provider. Undertaking in this regard would be required to be submitted by the tenderer along with technical bid.
24. The drivers should be well conversant with the roads and routes of Delhi/ NCR. The operation and functions of the drivers shall be governed as per the Motor Vehicles Act and Rules.
25. The drivers should always remain with the vehicle during the entire period of duty. In case of any need, they should seek permission from the concerned officers.
26. The tenderer should ensure that after getting the contract the drivers have a minimum experience of three years of driving, which should be verifiable from the date of issuance of his driving license.
27. During the period of operation, the driver should not ordinarily be changed unless desired/allowed by this office. If any vehicle does not report for duty on any day(s) or the driver reports late or there is violation of any other provision of the tender, then an amount calculated on pro-rata basis per day shall be deducted from the monthly bill of that vehicle. The Service Provider shall also be liable for a penalty of Rs. 500/- per day per Small Size Vehicle and Rs. 1000/- per day per Mid-Size or staff Vehicle for each such incident. Any such penalty would be deducted by this office from the monthly bill without giving any prior notice.
28. The service provider should provide a single contact person/ supervisor for the fleet deployed to this office. It would be responsibility of the supervisor to keep track of the vehicles, also any instruction

regarding vehicles would be communicated by this office to the supervisor through phone or Whatsapp. It would be the responsibility of the supervisor to ensure that the vehicle reaches the desired location and report to the desired officer within time.

29. A daily record indicating time and mileage for each vehicle shall be maintained in a log - book and the duty slip duly signed by the guest should be submitted of this Office for scrutiny & payment of the bills.
30. The Service Provider shall undertake to indemnify the department against all damages/charges arising on account of or connected with the negligence of the Service Provider 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.
31. The service provider will comply with labour laws in force and all liabilities in this connection will be his responsibility.
32. The contract will be initially for a period of twelve months which may be further extended on satisfactory services on the same terms and conditions.
33. During the period of this agreement, any matter which has not been specifically covered by this agreement shall be decided by the competent authority of this Office whose decision shall be final.
34. No conditional bids shall be entertained by this Office and all conditional bids will be rejected summarily.
35. Security Deposit of Rs.2, 00,000/- is required to be deposited by successful tenderer.
36. Contract can be terminated by either party prematurely by giving advance notice of one month.
37. In case of any dispute of any kind and in any respect whatsoever, the decision can be made by reconciliation by both the parties and that shall be final and binding.
38. In case of dispute which are not resolved through reconciliation then all disputes will be subject to the jurisdiction of Courts of Delhi only.

**Name and Sign of contractor**