

POLICY
OF
HIRING VEHICLES
&
REGISTRATION
OF
AGENCIES

East Delhi Municipal Corporation

Applications are invited for empanelling agencies after registration from reputed transporters/fleet owners having capacity to supply the required numbers of vehicles for the supply of vehicles on hire basis for the use of East Delhi Municipal Corporation for a period of two years on contract/outourcing basis .

Schedule of submission/receipt of application is as under

From 09.06.2016 to 30.06.2016/ 02:00 PM

Pre-Bid Conference /clarification meeting – 15.06.2016: 03.00 PM

The applications received after the above said scheduled date and time will not be considered.

General T&C-

- Reputed transporters/fleet owners having capacity to supply the required numbers of vehicles and having business in Delhi/NCR in this field for the last three years for the supply of vehicles on hire basis
- Incomplete or conditional applications will be summarily rejected. Late applications will also not be entertained.
- 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 applicant may note the rates accordingly taking into consideration of this aspect.
- Registration shall be done of interested agency for procuring vehicles alongwith drivers on approved rates as per annex III:
- The interested agency has to deposit Rs. 2,00,000/- as security deposit during the time of registration in EDMC.
- The departments shall be free to avail services from any registered agency with prior approval of competent authority regarding the entitlement of vehicle.
- The agency will be bound to provide vehicle alongwith driver as per requirement of the departments either for a day or more.
- There are several Departments in EDMC. The agency will be registered in EDMC (HQ) after that different department will give their requirement directly to the agency of their own suitability.
- No agency will claim for providing any minimum number of vehicles. It depends completely on HOD concerned to take vehicle from the agency as per their suitability.

Other terms & conditions shall be as under:-

Other Terms & Conditions:-

1. The contract shall be valid for a period of two year. The Department 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 Department but not more than one year.
2. All registered agency who are providing similar kind of services for at least last three consecutive years i.e. 2013-14, 2014-15, 2015-16 and having annual average turnover of Rs. 10 lacs or more during the last three financial years in the books of accounts may submit the applications in the prescribed format.

3. The agency 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 in last three financial years. The copy of work order issued to be enclosed.
4. The agency shall deposit Security for an amount of Rs.2,00,000/- in any of the following forms. 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 "**Commissioner, East Delhi Municipal Corporation** " (Annexure-I) along with the application.
5. The Security will be forfeited in the following conditions:- (a) If at any stage, any of the information/declaration given by the agency is found false.
 - (b) If an applicant withdraws his application during the period of bid validity specified in the terms and conditions of application.
 - (c) In case of any lapse/default in honouring of the terms and conditions at any stage after submitting the application.
6. 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. In case of breach of contract by the agency, the Security shall be forfeited by the Government and the firm shall be blacklisted in addition to the termination of the contract.
7. The Agency will have to provide the replacement of Driver in case of any eventuality. The Department has the right to ask the Agency for removal of any Driver, who is not found competent or disciplined.
8. The vehicles should be in good running conditions. In case of providing vehicles older than prescribed, Rs.250/-(Rupees two hundred and fifty only) shall be charged per day as penalty.
9. In case of breakdown of any vehicle, the agency shall replace the breakdown vehicle within 90 minutes failing which EDMC has the right to hire vehicle from any other sources at the expense of the agency.
10. The agency shall provide names, addresses & mobile number of the drivers along with their driving licence number and copies within one week of the award of the contract. Driver must have mobile phone.
11. The agency shall not employ any person who has not completed eighteen years of age. The agency 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 Agency, there will not be any liability on the Department.

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9/16

12. The Department will be under no legal obligation to provide employment to any of the personnel of the agency after expiry of agreement period and the Department recognizes no employer-employee relationship between the Department and the personnel deployed by the agency/owner.
13. Any person who is in Government service or an employee of this Department should not be made partners to the contract by the agency directly or indirectly in any manner whatsoever. If found so, the contract will be cancelled and all deposited amounts will be forfeited.
14. The agency shall indemnify the Department against all other damages/charges for which the Government/Department may be held liable or pay on account of the negligence of the agency 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 Department shall not be responsible financially or otherwise for any injury to the driver or person deployed by the agency during the course of performing the duties.
15. The Department reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the agency.
16. Vehicles provided by the Vendor 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.
17. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of NCT of Delhi /GOI.
18. The agency shall provide vehicles as per requirement of the Department.
19. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.
20. The agency shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition.
21. 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 agency.
22. No advance payment will be made.
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 agency 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 agency and should be submitted to the concerned Department on monthly basis.
26. The agency will deduct Income Tax at source under Section 194-C of Income Tax Act from the agency at the prevailing rates of such sum as income tax on the income comprised therein.
29. The Department reserves the right to vary the numbers of vehicles hired as well as to relax the terms and conditions in the public interest.
30. The agency will be responsible for all safety provisions of the driver as well as for the Mpl. officer utilizing the vehicle on duty and the belongings of the officers kept in the vehicle.
31. No vehicle should be taken on hire having registration numbers in the name of the employee of MCD /EDMC or close relative, a certificate to this effect will have to be taken along with agreement.
32. The photocopies of the required vehicle registration, make, model, agency/agency ownership in respect of the vehicles be taken along with the consent duly signed / attached by the agency before the start of the contract.
33. The vehicle offered on hire should be 2010 or above model only and in good running condition with spare Stepney to provide trouble free service. The vehicle should be driven by qualified, well experienced, licensed driver.
34. The mileage would be counted from the point the vehicle is on Municipal duty only or as decided by the officer using the vehicle.
35. A logbook indicating the place visited and mileage covered along with signature of driver shall have to be maintained at the agency cost. The same has to be verified daily by officer utilizing the vehicle and after completion, the log sheet is to be submitted to EDMC for records.
36. a) The driver deployed on the hired vehicles shall maintain discipline, observe the rule and regulations, obey all the instructions of the officers of EDMC and wear Khakhi/white Uniform only with his nameplate or as has been used for the commercial vehicle.
b) Driver will always keep his original registration certificate, original pollution certificate, original driving license, original insurance and other such documents ready for any Govt. Authorities random check.
37. Deptt. has called model of the year 2010 or above and standard which is applicable now a days, but in case the Govt. of NCT of Delhi makes mandatory, the latest model plying or vehicle or advise any other change in public interest, the agency shall have to follow these rules & regulations strictly an the rates as such may be quoted accordingly. All rules of State Govt./central Govt. Including Odd/Even policy will be applicable and the agency will provide the vehicle in any circumstances. No extra payment on this account shall be considered during the period of contract any way.



38. The driver of the vehicle should in any case not request or demand any money for any repair / breakdown or other such things from the officers concerned, even in any emergency.
39. Any change of drivers/vehicle will have to be informed in advance to the Mpl. officers.
40. Payment is to be made only after certificate of satisfactory service to the officer of EDMC using vehicles only and on submitting the copy of the log book duly signed by the officer and other records thereof.
41. The agency will submit the monthly bill after getting the same verified from Municipal officers and on completion of other requirements within 7 days after satisfactory service of month to the Municipal Officers office for payment.
42. In case any change/requirement/deviation of site time etc. shall be as per the officers requirement only and the agency has to comply his instructions. All the decision of Mpl. Officer/ Department will be final and binding.
43. The agency will be responsible for any or all damages to vehicle while it is parked / wait during duty hours.
44. The payment will be made on actual utilization for the day/days. No payment will be made for the day/days, vehicle is absent. If vehicle is used for less period in a month, proportion payment will be done considering 25 working days in a month.
45. The Department may terminate/cancel the contract without assigning any reason to the agency. The Department may increase/decrease the quantity to any extent and even the time period. The agency will be bound by this decision of the Department in every respect.
46.
 - a) All the vehicles provided on hire will be well insured.
 - b) Speedo meter should remain in working condition.
 - c) Any damage to speed meter etc. shall be penalised as decided by the Department.
47. The agency will not transfer his right of contract to any other party in any way.
48. No payment will be made against bills pertaining to day/days when any complaint with regard to quality/performance of the vehicle /misbehaviour of the driver is reported by the Municipal Office. The decision of the Department shall be final and binding.
49. The agency will be asked to submit bank name and account no., mobile no./office & residence phone no./complaint centre no. etc in writing so that any problem connected with payment of repair of vehicles immediately cared or attended to.



50. The Department has called offers for commercial purpose vehicle only for entire period of contract, in case the replacement vehicle/s provided is not registered for commercial purpose, its challans/impounding etc by the Govt. agency will be on agency part only and department will not compensate for the same in any way, as such commercial vehicle shall only be provided for replacement purpose.

51. PENALTIES

- (1) For non-providing of vehicle in time: Rs.75/- 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.250/- per default;
- (4) For violation/breach of any of the condition of the contract: Rs.500/- per default and/or Termination of the contract/forfeiture of Performance Security.
52. In case of breach of contract by the agency, the Security shall be forfeited by EDMC 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.
53. 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 Commissioner, EDMC. The award of the arbitrator so appointed shall be final and binding on the parties.
54. The entire dispute shall be subject to the Delhi jurisdiction
55. Vehicle should be Air-Conditioned or non-AC vehicles (White Colour Cars) Indica (Tata)/Wagon-R/Santro or similar type and shall have clean seat covers/upholstery, good look and should be in perfect running condition full filling the latest emissions norms of Delhi.
56. An agency may be asked to provide vehicle on day to day basis. The payment will be done by dividing the total per month value by 25 and the agency will have to supply vehicle for the days as ordered. Penalty clause will be same as above.
57. All the terms & conditions signed by the agency along with the terms & conditions of NIT, form the part of the work, any condition not given above but in the NIT document shall be accounted.
58. The condition for unused kms is also to be considered. If the vehicle runs short of the estimated kms. In a month, the unused kms. be carried over to next month and extra kms., if any travelled during next month be adjusted against unused kms.
59. EDMC shall place orders only as per actual requirement from time to time and fax/e-mail instruction may also be considered as a notice in this regard.



Documents Required:-

The prospective applicant shall furnish the following documents along with application document in their technical bid:-

- (a) Self attested copy of PAN No./TIN No./ITR of last 3 years;
- (b) Self attested copy of Service Tax Registration Number;
- (c) Self attested copy of Valid Registration No. of the Agency/Firm;
- (d) Proof of Average Annual turnover as stated in application document supported by audited Balance Sheet (CA Certified);
- (e) Proof of experience as stated in documents from the concerned organizations copy of work order issued to agency to be enclosed;
- (f) Authority letter of prospective bidder;
- (g) Security of Rs.200000/-
- (h) Application fee of Rs.500/- (non-refundable), in case the application document is downloaded from the website or G-8 copy if purchased from Deptt.
- (i) An Affidavit on not less than Rs. 10/- 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;
- (j) Terms and conditions duly accepted/signed with the stamp of the prospective agency.

AC(HQ)

EDMC HQ, Delhi-92



FORM OF BANK GUARANTEE FOR BID SECURITY

(Refer Clause 2 of the NIT)

(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 _____ (Name of the Department) (hereinafter called "the Department") in sum of Rs. _____ 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 Agency) (hereinafter called "the Agency") has submitted his bid dated _____ for providing vehicles on hire basis (hereinafter called "the Bid").

WHEREAS the Agency is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Performance Security against the Agency's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Agency, agreed to give this guarantee as hereinafter contained. WE further agree as follows:-

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Agency in regard to the conditions contained in the said application and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Department and the Agency.
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 Agency.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - (a) The Agency, 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 Application, as the case may be, whichever is later.
4. That the expression "the Agency" 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 Agency withdraws his bid during the period of Application validity specified in the Form of Application; or
- (ii) If the Agency refuses to accept the corrections of errors in his bid; or
- (iii) If the Agency having been notified of the acceptance of his bid by the Employer during the period of application validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para _____ of the NIT.
- (iv) If the application 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



