

**Request for Proposal
for
Selection of Agency for Provision
of Commercial Vehicles / Car on
Monthly Hiring Basis**

10th September, 2021
28th September, 2021 (Revised)



We help people move

Delhi Integrated Multi-Modal Transit System Limited
(A Joint Venture of Government of Delhi & IDFC Foundation Ltd.)
Parivahan Bhavan, Octroi Naka No-13, Santra Market, Nagpur
Maharashtra-440018, India
Landline No. : +91- 712- 2779099
Mobile No. :9405325175
Website: www.dimts.in

**TERMS AND CONDITIONS FOR TENDER FOR AWARD OF RATE CONTRACT FOR
HIRING 13 VEHICLES FOR OFFICIAL USE IN DELHI INTEGRATED MULTI MODAL
TRANSIT SYSTEM (DIMTS) LTD.” PARIVAHAN BHAVAN” SANTRA MARKET ROAD
OLD OCTROI NAKA NO.13 NAGPUR-440018.**

Tenders are invited from reputed transporters/fleet owners having capacity to supply the required number of vehicles and having business in Nagpur in this field for the last three years for the supply of vehicles on hire basis for the use of DIMTS, Nagpur for a period of two year from the date of award of the work on rate contract basis. The prospective bidder may quote the rates in the prescribed format enclosed as annexure II.

Bidder shall quote the rates in Indian Rupee for the entire contract on a 'single responsibility' basis so that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document. 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 60 days from the last date of submission of proposal for tender.

DIMTS may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. No part of this RFP Document and no part of any subsequent correspondence by DIMTS, its employees and advisors shall be taken either as providing legal, financial or other advice or as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements. DIMTS, reserves the right to reject all or any of the Proposal submitted in response to this RFP Document at any stage without assigning any reasons whatsoever and the issue of this RFP Document does not imply that DIMTS is bound to select a Bidder.

Bidders are responsible for all costs and expenses incurred by them when evaluating and responding to this RFP Document in connection with or relating to or in making their Proposal including any negotiation or other costs incurred by them thereafter. All such costs and expenses will remain with the Bidder, and DIMTS or its employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a Bidder in preparation or proposal of its Proposal, regardless of the conduct or outcome of the Bidding Process. DIMTS may at its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful Bidders will have no claim whatsoever against DIMTS, or its employees and advisors.

Submission of the Bids:

1. Technical Bid – (Bid which gives details of the Agency as given in annexure I)
2. Financial bid -- to be submitted in accordance with the prescribed format as given in annexure II
3. Bids received after the last date & time of submission will not be accepted.

Detailed Request for Proposal giving the eligibility criteria, Terms and Conditions, Guidelines for submitting the proposal can be downloaded from the website: www.dimts.in.

Important Dates:

Sr. No	Activity Description	Date
1	Release of RFP Document for Selection of Agency for Commercial Vehicles/ Car On Monthly Hiring Basis.	10 th September, 2021 (Friday), 3:00 P.M
2	Last date for submission of online query. Query can be send to mona.gupta@dimts.in ; suryakant.ambadekar@dimts.in	14 th September, 2021 (Tuesday), 12:00 P.M
3	Last date for submission of the proposal to the Delhi Integrated Multi Modal Transit System Ltd., "PARIVAHAN BHAVAN" SANTRA MARKET ROAD OLD OCTROI NAKA NO.13 NAGPUR-440018.	11 th October, 2021 (Monday), 03:00 P.M
4	Date and Time of the opening of Technical Bids	11 th October, 2021 (Monday), 03:30 P.M
5	Date and Time of the opening of Financial Bids	will be notified to the technically qualified tenderers

Subject: Inviting Quotations / Bids for Hiring of Vehicles 13 –Non-AC/AC Car – (Commercial Vehicles) in the category of hatchback, sedan and Multi-utility vehicles (MUV)

Tenders are invited for hiring of: -

- A. 12 AC Car (Commercial Vehicles) in hatchback category such as Indica, Wagon-R, Swift, Santro, Tiago or likewise
- B. 1 AC Car (Commercial Vehicles) in sedan category such as Maruti Dzire or likewise.

From reputed transporters / fleet owners having business in Nagpur in this field for the last three years along with driver for the official use of the Delhi Integrated Multi Modal Transit System (DIMTS) Ltd. on contract basis for 2 (two) years or project conclusion date whichever is earlier from the date of award. The estimated annual value of the contract is about Rs. 65 Lakh (approx.)

NOTE: The number of vehicles may vary.

Terms and Conditions:

- A. The rate should be quoted for Commercial Vehicle 12 Nos., AC Car and the contract shall be for a period of 24 Months or project conclusion date whichever

is earlier from the date of award. The rate should be quoted for 300/ 400 hours or 3000/ 4000 km for 30 days per month for Dezire, Wagon-R , Swift, Eeco or likewise.

- B. The rate should be quoted for Commercial Vehicle 1 Nos., AC Car and the contract shall be for a period of 24 Months or project conclusion date whichever is earlier from the date of award. The rate should be quoted for 300 hours or 2500 km for 26 days per month for Maruti Swift Desire or likewise.

Note: The above quoted price should be exclusive of all taxes i.e., Toll Tax, Bridge Toll Tax, Border Tax and Parking Charges during official use, etc. These charges will be reimbursed as per actual, but only on production of original receipt duly acknowledged by the user of the vehicle.

2. Eligible Bidders:

- .a Financial Credential for Eligible Bidder: The firm must have minimum annual average turnover of **Rs. 65 lakhs (Rupees Sixty Five Lakhs only) for last three financial years.**
- .b Technical Experience: The tenderer should be in business for the **last three years for supply of at least 10 (Ten) vehicles** on hire in a State or Central Govt. Department / State or Central PSU.

- 3 The vehicle may also be required on Saturday/ Sunday / Gazetted Holidays occasionally, for which no extra payment shall be made.
- 4 The tenderer shall deposit bid Security (EMD) for an amount of **Rs. 1,30,000/- (Rupees One lakh Thirty Thousand Only)** in the following form in favour of Delhi Integrated Multi Modal Transit System Ltd. A/C payable at Delhi.
- A- Account Payee Demand Draft or
- B- FDR or
- C- Bank Guarantee from any commercial / Nationalized bank. The EMD shall remain valid for a period of 90 days from the date of deposit. **(Annexure-V)**
5. Any person who is in Government service or an employee of Delhi Integrated Multi Modal Transit System (DIMTS) Ltd should not be made partner to the contract by the tenderer directly or indirectly in any manner whatsoever.
6. During the period of contract, the basic rates will not be revised with the revision of any taxes by the Government of Maharashtra or by the Government of India.
7. Details of the vehicle along with photocopy of the RC /Fitness and permit owned by the Tenderer shall be furnished.
8. Vehicles provided by the Tenderer should not be older than 2 (two) years as on due date of tender and should bear Commercial Registration Number and should have comprehensive insurance and drivers so provided with the vehicle shall have valid commercial driving license and badge. The vehicles should conform to the pollution norms prescribed, if any by the Transport Department of Government of Maharashtra. The tenderer shall provide the name and address of the driver along with his driving license number and copies within two days of placing the order for supply of vehicles.
9. **At least 30% of Vehicles [Minimum 04 (Four) numbers] provided by the tenderer should be in the name of the company/firm own by the tenderer. However, tenderer will be responsible for all obligations to comply terms & conditions of the tender.**
10. The driver should be medically fit and should not drink/be drunken while on duty. It shall also be ensured by the Tenderer, that the driver deployed has no criminal case/

record. The driver should be well versed with the routes of Nagpur and its suburban. He should be available in the vehicles during working hours or duration for which the vehicle is engaged.

11. The department has the right to ask the Tenderer for removal of driver, who is not found competent, orderly or disciplined.
12. The driver deputed with the vehicle should maintain a logbook & duty slip whichever is applicable for the vehicle and get the journey verified by the using officer. The driver shall observe all the etiquette protocol while performing the duties i.e., shall be neatly dressed, should wear proper uniform & must carry mobile phone in working condition no separate payment shall be made by the DIMTS Ltd.
13. All the vehicle should be GPS enabled.
14. All vehicles shall carry emergency first-aid-box, Firefighting equipment, Covid-19 separation and sanitisation as per existing rules for commercial vehicles, Tissue paper, Stepney, toolbox etc.
15. The vehicles will have to be fitted / provided with the additional accessories / utilities such as Quality radio music system, Tissue paper box, Car perfume, Mobile charger, Seat Belts (Front Rear), Umbrella during Monsoon.
16. The vehicles supplied should be in excellent condition mechanically as well as get-up wise, i.e outer body/ upholstery etc. should be decent looking.
17. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning (if requested as an add on) and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to user departments.
18. No dead Mileage will be allowed under any circumstance. The mileage shall be considered from the designated point of duty i.e. DIMTS Ltd Nagpur office/Bus Depots/Schedule pickup points. No mileage will be allowed to drivers for lunch/breakfast or for filling of fuel.
19. The vehicles and drivers provided by the Tenderer shall work under the overall control of Delhi Integrated Multi Modal Transit System Ltd. The vehicle and driver shall remain available all the time as per duty roster and shall not leave place of duty without prior permission. The contractor shall deploy one supervisor at DIMTS Ltd. Nagpur office for overall management of operation of the vehicles in Head Office as per Annexure: IV
20. The numbers of vehicle may increase or decrease by 50% according to DIMTS Ltd. administrative requirement.
21. The contracting firm will be solely responsible for strict compliance of all the Rules and Regulations notified by Govt. of Maharashtra from time to time for plying of commercial vehicles.
22. 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 on the Contractor, there will not be any liability on the Department.

23. The contractor shall indemnify the DIMTS Ltd. 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. The Department 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.
24. The tenderer shall immediately provide replacement of the vehicle under repair/detained due to accident or vehicle not reporting for duty or in breakdown conditions. In case of breakdown of any vehicle the tenderer shall replace the breakdown vehicle within one hour failing which DIMTS Ltd. has the right to hire vehicle from any other source at the expense of the Tenderer.
25. For not providing the vehicle in time/for not providing substitute vehicle a minimum penalty of Rs. 1000/- (Rupees One Thousand Only) will be imposed per default shall be deducted from the monthly usage charges bill submitted by the agency to DIMTS for payment.
26. After determining the successful lowest (L-1) bidder as per price quoted in the price bid, DIMTS shall issue a Letter of Acceptance (LOA), in duplicate, to the successful service provider, who will return one copy to the office, duly acknowledged, accepted and signed by the authorized signatory, within Two (2) days of receipt of the same.
27. The successful Bidder shall have to deposit a performance security by way of an FDR/ Bank Guarantee of an amount 03% (Three percent) of the annual contract value within 03 (Three) days of Letter of Acceptance (LOA) of tender. Performance Security will remain valid for a period of ninety (90) 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 DIMTS Ltd. and the firm shall be blacklisted in addition to the termination of the contract.
28. The successful Bidder shall have to mobilise service at all locations as per Annexure-IV within 10 days of Letter of Acceptance (LOA) of tender.
29. **The prospective bidder shall furnish the following documents*:**
 - A. As part of the technical bid (Annexure-I).
 - a. Details of the Agency (to be attached with bid documents).
 - b. Self-attested copy of PAN card (to be attached with bid documents).
 - c. Self-attested copy of GST Certificate (to be attached with bid documents).
 - d. Details of vehicle (s) along with photocopy of their RC/ Fitness and Permit (to be attached with bid documents) in support of current experience.
 - e. An undertaking to the effect that the agency has not been blacklisted by any of the Department/Organization of the Government of India/Government of Maharashtra and no criminal case is pending against

the said firm/ agency (As per Annexure-III) to be submitted in original with technical bid.

- f. **Documentary proof of turnover and experience (to be attached with bid documents).**
- g. **EMD of Rs.1,30,000/- (Rs. One Lakh Thirty Thousand Only) to be submitted in original with technical bid.**

*Incomplete bid will be rejected.

B. The Price Bid (Annexure II)

- a. Rates to be quoted as per the details in the price bid format in separate envelop.
- b. The above quoted price should be exclusive of all taxes i.e. Toll Tax, Bridge Toll Tax, Border Tax and Parking Charges during official use, etc. These charges will be reimbursed as per actual, but only on production of original receipt duly acknowledged by the user of the vehicle.
- c. In case of similarities of rates, preference will be given to the firm having Vehicle of the latest make with good condition and neatly maintained.

30. Sealing and Marking of Proposal

- a. The Bidder shall seal the Technical Proposal and the Price Proposal (Financial Bid), in separate envelopes, duly marking the envelopes as "TECHNICAL PROPOSAL" and "PRICE PROPOSAL" respectively. These envelopes shall then be sealed in an outer envelope.
- b. Each envelope shall indicate the name and address of the Bidder.
- c. All the envelopes shall clearly bear the following identification:

"Proposal for Selection of Agency for Commercial Vehicles/ Car On
Monthly Hiring Basis"

"To be opened by Tender Opening Committee only"

and

"Submitted by _____"
(Name, Address and Contact Phone No. of the Bidder)

- d. The envelope shall be addressed to:

Resident Team Leader

Delhi Integrated Multi-Modal Transit System Limited (DIMTS)

Parivahan Bhavan, Octroi Naka No-13, Santra Market, Nagpur
Maharashtra, India- 440018

Tel: + 911143090100, Direct: +911143090217, Fax: 91 11 22170936

Email: Suryakant.ambadekar@dimts.in

- e. If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and would be liable for rejection. DIMTS assumes no responsibility for the misplacement or premature opening of such Proposal.

31. Payment Terms

- a. The payment shall be made on submission of the bills (In triplicate) with log book and duty slips after completion of the month, **at approved rates subject to Fuel input cost adjustment during Payment Month** and deducting penalties if any. No advance payment will be made. The Tenderer while raising the bill should clearly mention full vehicle number. Along with GSTR-1 and GSTR-3B of previous month.
- b. The department will deduct Income Tax at source under section 194-C of Income Tax Act from the bill of the contractor at the prevailing rates.
- c. **The payment will be made separately by each unit where the vehicle were provided by the tenderer. The firm should raise separate bills for all units.**
- d. **The contractor while raising the bill should clearly mention that the rate charged/quoted are for Diesel run vehicle.**

32. The decision of Managing Director & CEO, Delhi Integrated Multi Modal Transit System Ltd. in all cases shall be final & binding upon all.

33. The Managing Director & CEO, Delhi Integrated Multi Modal Transit System Ltd. reserves the right to terminate the contract without assigning any reason by giving a notice of 15 days to the Tenderer at any point of time during the contract.

34. The term of the contract may be extended beyond one year with mutual understanding on the same rates and terms & conditions of the NIT.

35. All the disputes shall be subject to Nagpur Jurisdiction only.

36. While all efforts have been made to avoid errors in the drafting of the bid document, the Service provider is advised to check the same carefully. No claim on account of any errors detected in the bid documents shall be entertained.

Resident Team Leader (Nagpur),
Delhi Integrated Multi-Modal Transit System Limited (DIMTS)
Parivahan Bhavan, Octroi Naka No-13, Santra Market, Nagpur,
Maharashtra-440018, India
Email: **Suryakant.ambadekar@dimts.in**

Annexure-I

TECHNICAL BID (DETAILS OF THE AGENCY) FOR HIRING OF VEHICLE

1. Name & address of the Firm/Agency _____
with Phone No. _____
2. Address and Telephone no of the Tenderer _____
3. Name/Designation/Address & Telephone no. of the Authorized person to deal with _____
4. Constitution of the Firm (Attach Proof) _____
5. Permanent Account No. (Self-attested copy of PAN) _____
6. GST No. (Self-attested copy) _____
7. List of Vehicles along with photocopy of their RC/Fitness and permit owned by the Tenderer _____
8. Whether the firm/its sister concern have been awarded tender for supply of vehicles in the past by any Delhi Government department, if yes complete details thereof (Name & Address of the firm, period) _____
9. Whether the agency has been blacklisted by any of the Departments/Organization of the Government of India/ Government of Maharashtra and any criminal case is pending against the said firm/agency _____
10. Proof of average annual turnover supported by audited balance sheet of the last 3 years.
11. Proof of experience sported by relevant document
12. EMD of Rs. 1,30,000 (Rs. One Lakh Thirty Thousand)

This is to certify that I/we have carefully read the contents of the tender document and fully understood all the terms and conditions therein and undertake myself/ourselves to abide by the same.

Signature of the Tenderer _____

Name of signatory _____

Name of the Firm/Agency _____

Seal of the Firm/Agency _____

Place: _____

Date: _____

Annexure-II

Schedule of prices for Hiring of Commercial Vehicles only for the Delhi Integrated Multi Modal Transit System Ltd. in the manner as specified in specifications and bidding documents.

Financial Bid

Name and Address of the Bidder: _____

Price Bid:

A. On Monthly basis per vehicle (Inclusive of fuel, driver, maintenance etc.)

S.No.	Category	Monthly quoted Basic Price (in Rupees)		
		Quantity (Nos.)-A	Basic Price per vehicle-B	Total (A*B)
1.	6 AC Car (Commercial Vehicles) in hatchback category such as Indica, Wagon-R, Swift, Santro, Tiago or likewise for 300 hours or 3000 km for 30 days per month	06		
2.	6 AC Car (Commercial Vehicles) in hatchback category such as Indica, Wagon-R, Swift, Santro, Tiago or likewise for 400 hours or 4000 km for 30 days per month	06		
3.	AC Car (Commercial Vehicles) in sedan category such as Maruti Dzire, Ciaz, Verna, Honda city, Toyota Etios, Verna or likewise for 300 hours or 2500 km for 26 days per month	01		
	Total cabs	13		
	Total (excluding GST)			

Note: (1) GST will be payable as per applicable rates.

(2) The above quoted price should be exclusive of all taxes i.e., Toll Tax, Bridge Toll Tax, Border Tax and Parking Charges during official use, etc. These charges will be reimbursed as per actual, but only on production of original receipt duly acknowledged by the user of the vehicle.

Please refer below mention Calculation of HSD/PETROL input cost adjustment during Payment Month:

Further the variable cost of Diesel consumed will be indexed as per the following formula, which will be adjusted based on actual price of HSD/PETROL during the Contract on 1st of every month: -

Variable monthly cost of HSD/PETROL= 30% of monthly quoted price per vehicle
(C)

Base price of HSD/PETROL (INR per Ltr.) on due date of tender
[B¹]

Actual price of HSD/PETROL/ Ltr as on 1st of payment month (INR per Ltr.)
[B²]

Monthly variable cost of HSD/PETROL per vehicle [category – wise] for the payment month

$$C * \frac{(B^2 - B^1) * 100}{B^1}$$

The 20% of monthly quotes per vehicle shall be envisaged as fuel cost for the purpose of adjustment of variable cost of operation. The cost per KM of HSD/PETROL consumed shall be worked as per the following formula:

**Vehicle cost per KM of HSD/PETROL consumed = 30% of quoted price
KMs as specified in the Tender**

The payment for extra KMs/ less than quoted Kms will be payable based on variable cost per KM of HSD/PETROL as per above formula during the month.

Assumptions:

Total Kms run during the Month =3000 Kms

Total monthly Quoted amount contract for Rs. 40,000/-

Total variable cost @ 30% of quoted amount i.e. Rs /-(40000*30/100)

Base HSD/PETROL Price on due date of tender Rs. ___/Ltr & Current

HSD/PETROL Price Rs. ____/Ltr

S.No.	Particulars	Amount (INR)
1	Total monthly quoted Amount as per financial Bid	40,000
2	Total Monthly Fixed payment	28,000
3	Total Monthly Variable payment (Based on HSD/PETROL Price) @ 30% of SN 1	12,000
4	Total Monthly Kms	3,000
5	HSD/PETROL Base Price on due date of submission of tender	94.00 (for eg, in case of diesel cab)
6	HSD/PETROL price on 1st of service month	96.00

7	Base variable payment in Rs per Km S.N. (3/4)	$=12,000/3,000 = 4.00$
8	HSD/PETROL Escalation for payment month S.N. (6-5/5)"	$=(96-94)/94 =0.02$
9	Variable payment in Rs per Km for payment month with escalation S.N. (7+8)	4.02

Details	Case 1	Case 2	Case 3
Kms run	3,000	3,500	4,000
Fixed Amount	28,000	28,000	28,000
Variable Amount (KmsX Rs 4.02)	12,060	14,070	16,080
Grand Total	40,060	42,070	44,080

(*Rates are exclusive of all taxes)

The Tenderer should quote the number, rates and amount tendered by him/ them in figure as well as in words. Signature of the Bidder with Stamp

Signature of the Tenderer_____

Name of signatory_____

Name of the Firm/Agency_____

Seal of the Firm/Agency_____

Place: _____

Date: _____

Annexure-III

(An affidavit on Rs.10/ Non Judicial Stamp Paper)

It is certified that my Firm/Agency/Company has never been black listed by any of the Department/Autonomous Institutions/ Universities/Public Sectors Undertakings of the Government of India or Government of Maharashtra, any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said Firm/Agency as on _____

Signature of the Tenderer _____

Name of Signatory _____

Name of the Firm/Agency _____

Seal of the Firm/Agency _____

Place: _____

Date: _____

Annexure-IV

Address of DIMTS offices/locations at Nagpur where vehicles are to be deployed

Sl. No	Type of Vehicle Required the	Category	Reporting Office	Quantity
1	Hatchback	AC	Khapri Depot	1
2	Hatchback	AC	Patwardhan Depot	1
3	Hatchback	AC	Orange Street Depot	1
4	Hatchback	AC	Koradi Depot	1
5	Hatchback	AC	Parivahan Bhavan Old Naka No.13	8
6	Sedan	AC	Parivahan Bhavan Old Naka No.13	1
	Total Numbers of Vehicles			13

Format of EMD

(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)

To

**The Resident Team Leader,
Delhi Integrated Multi Modal Transit System Limited (DIMTS)**
Parivahan Bhavan, Octroi Naka No-13, Santra Market, Nagpur,
Maharashtra-440018, India

Date: _____

KNOW ALL MEN by these present that we _____ of _____ (Name and address of Bank) having our registered office at _____ (hereinafter called "the bank") are bound unto, **Resident Team Leader** Delhi Integrated Multi Modal Transit System Limited, (hereinafter called "DIMTS") for the sum of Rs. _____ (Rupees _____ only) for which payment truly to be made to DIMTS, the Bank hereby binds itself, its successors and assigns by these present.

Whereas..... (NAME OF BIDDER) has submitted its bid dated..... (date of proposal of bid) for Selection of Agency for Commercial Vehicles/ Car On Monthly Hiring Basis in terms of the RFP Document dated _____ and due on _____ issued by DIMTS, (hereinafter called "the Bid").

AND WHEREAS the Bidder is required to furnish a EMD for the sum of Rs. 1,30,000/- (One Lakh Thirty Thousand only).

AND WHEREAS _____ (Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained without demur.

1. We agree as follows:

- (a) That DIMTS may without affecting this guarantee grant time of or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between DIMTS and the Bidder.
- (b) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- (c) That any demand made by DIMTS shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (d) That this guarantee commences from the date hereof and shall remain in force till:
 - i.) the Bidder, in case his Proposal is accepted by DIMTS, executes a Selection of Agency for Commercial Vehicles/ Car on Monthly Hiring Basis Agreement after

- furnishing the Performance Security as per the provisions of the RFP Document;
or
ii.) 90 (Ninety) days from the Proposal Validity Period
- (e) 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 successor and assigns.

2. The Conditions on this obligation as per RFP Document are:

- (a) If the Bidder withdraws its Proposal or
- (b) If the Bidder modifies or withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
- (c) If the Bidder fails to accept the LOA within the stipulated time period as provided in Clause; or
- (d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; or
- (e) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice.
- (f) If the Bidder, having been notified of the acceptance of his Proposal by DIMTS, during the period of Proposal Validity Period:
 - I. fails or refuses to furnish the Performance Security in accordance with Instructions to Bidders and/or
 - II. fails or refuses to enter into a Selection of Agency for Commercial Vehicles/ Car On Monthly Hiring Basis Agreement within the time limit specified in the Instructions to Bidders.

We undertake to immediately pay to DIMTS in Delhi the above amount upon receipt of its first written demand, without DIMTS having to substantiate its demand, provided that, in its demand, DIMTS will note that the amount as claimed by it is due to it owing to the occurrence of any one or more of the conditions mentioned above, specifying the occurred condition or conditions.

SIGNATURE OF _____
AUTHORISED OFFICIAL OF THE BANK

SIGNATURE OF THE WITNESS NAME OF
OFFICIAL _____

_____,
DESIGNATION _____

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

STAMP/SEAL OF THE BANK