

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

02 August, 2024



**Delhi Integrated Multi-Modal Transit System Limited**  
(A Joint Venture of the Government of Delhi)  
8th Floor, Block 1, Delhi Technology Park,  
Shastri Park, Delhi 110 053, India  
Phone: +91-11-43090100  
Website: [www.dimts.in](http://www.dimts.in)

TERMS AND CONDITIONS FOR TENDER FOR AWARD OF RATE CONTRACT FOR HIRING 25  
VEHICLES FOR OFFICIAL USE BY DELHI INTEGRATED MULTI MODAL TRANSIT SYSTEM (DIMTS)  
LTD. 8<sup>TH</sup> FLOOR, BLOCK-1, DELHI TECHNOLOGY PARK, SHASTRI PARK, DELHI-110053

Tenders are invited from reputed transporters/fleet owners having capacity to supply the required number of vehicles and having business in Delhi in this field for the last three years for the supply of vehicles on hire basis for the use of DIMTS, Delhi for a period of Two years 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, and Guidelines for submitting the proposal can be downloaded from the website: [www.dimts.in](http://www.dimts.in)**

**Important Dates:**

SN	Activity Description	Date
1	Release of RFP Document for Selection of Agency for Commercial Vehicles/ Car On Monthly Hiring Basis.	02 August, 2024 (Friday)
2	Pre-bid Meeting in the office of Delhi Integrated Multi Modal Transit System Ltd., 8 <sup>th</sup> Floor, Block-1, Delhi Technology Park, Shastri Park, Delhi-110053.	08 <sup>th</sup> August, 2024 (Thursday), 12:00 PM
3	Last date for submission of the proposal to the DIMTS Ltd. Shastri Park office	20 <sup>th</sup> August, 2024 (Tuesday), 04:00 PM
4	Date and Time of the opening of Technical Bids	20 <sup>th</sup> August, 2024 (Tuesday), 04:30 PM
6	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 (25 AC Cars) for monthly basis.**

Tenders are invited for hiring of:

- A. 15 AC Cars (Commercial) viz. Indica, Wagon-R, Swift, Santro or equivalent. The contract shall be for a period of 24 Months from the date of award. The rate should be quoted for 300 hours or 3000 km for 26 days per month for the cars in this category.
- B. 08 AC Cars (Commercial) viz. SX4, Dzire, Toyota Itios or equivalent. The contract shall be for a period of 24 Months from the date of award. The rate should be quoted for 240 hours or 2000 km for 24 days per month for the cars in this category.
- C. 02 AC Cars (Commercial) viz. SX4, Dzire, Toyota Itios or equivalent. The contract shall be for a period of 24 Months from the date of award. The rate should be quoted for 300 hours or 2600 km for 26 days per month for the cars in this category.
- D. AC Cars (Commercial) i.e. Ecco or equivalent. We may require these cars in addition to the 25 indicated above depending upon our requirement and, therefore, are not specifying numbers. The contract shall be for 24 months from the date of award. The rate should be quoted for 300 hours or 3000 km for 30 days per month for the cars in this category.

From reputed transporters / fleet owners having business in Delhi 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 02 (Two) years only. The estimated annual value of the contract is about Rs. 120 Lakh (approx.)

**Note:** The price quoted for the above 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 note that the cars may also be required on Saturday / Sunday / Gazetted Holidays occasionally, for which no extra payment shall be made.

## Terms and Conditions:

### 1. Eligible Bidders:

- a) Financial Credential for Eligible Bidder: The firm must have minimum annual average turnover of Rs. 1,20,00,000/- (Rupees One hundred and twenty lakhs) for last three financial years.
- b) Technical Experience: The Tenderer should be in business for the last three years for supply of minimum of 10 (Ten) vehicles on hire in a Govt. Department / Govt. organisation.

### 2. The tenderer shall deposit bid Security (EMD) for an amount of **Rs. 2,40,000/- (Rupees Two lakhs forty 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)**

3. 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.
4. During the period of contract, the rates will not be revised.
5. Details of the vehicle along with photocopy of the RC /Fitness and permit owned by the Tenderer shall be furnished.
6. 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. Drivers 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 NCT of Delhi. The tenderer shall provide the name and address of the driver along with his driving license number and its copies within two days of placing the order for supply of vehicles.
7. Vehicles provided by the Tenderer should be in the name of the company/firm owned by the tenderer.
8. The driver should be medically fit and should not consume liquor or any other intoxicant, tobacco, ghutka, cigarette/ bidi etc. 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 Delhi NCR. He should be available in the assigned vehicle during working hours or duration for which the vehicle is engaged.
9. The department has the right to ask the Tenderer for removal of driver, who is not found competent, orderly or disciplined.
10. 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 for which no separate payment shall be made by the DIMTS Ltd.

- 11.** All the vehicles should be GPS enabled.
- 12.** All vehicles shall carry emergency first-aid-box, firefighting equipment, any pandemic protocol and sanitisation as per existing rules for commercial vehicles, tissue paper, stepney, toolbox etc.
- 13.** The vehicles will have to be fitted / provided with the additional accessories / utilities such as car perfume, mobile charger, all seat belts etc.
- 14.** The vehicles supplied should be in presentable and mechanically sound.
- 15.** All electrical connections including lights (both back and front), horn, indicators, air conditioning, and other systems shall be periodically checked and maintained by service provider to avoid any inconvenience to user.
- 16.** The mileage shall be considered from the point of duty i.e. DIMTS' Shastri Park office/ Cluster Bus Depots/ Schedule pick up point. No mileage will be allowed to drivers for lunch/breakfast or for filling of fuel.
- 17.** The vehicles and drivers provided by the Tenderer shall work under the overall control of DIMTS. The vehicle and driver shall remain available at all times as per their duty roster and shall not leave place of duty without prior permission. The contractor shall deploy one supervisor at DIMTS Ltd. Shastri Park office for overall management of operation of the vehicles in Head Office / Depots as per **Annexure - IV**.
- 18.** The numbers of vehicle may increase or decrease up to 50% according to DIMTS' requirement.
- 19.** The contractor will be solely responsible for strict compliance of all the Rules and Regulations notified by Govt. of NCT of Delhi from time to time for plying of commercial vehicles.
- 20.** The contractor shall not employ any person who has not completed eighteen years of age. The contractor shall comply with all applicable 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. The responsibility for any violation of any such statutory provisions of applicable laws shall entirely be of the Contractor.
- 21.** The contractor shall indemnify DIMTS against all damages / loss that may be suffered by DIMTS on account of the negligence of the contractor or his staff or any person under his control including the damage / loss caused by an accident resulting in injury to person or damage 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. DIMTS shall not be responsible financially or otherwise for damage suffered by the vehicles deployed by the contractor or any injury suffered by the driver or person(s) deployed by the contractor during the course of performing their duties.
- 22.** 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 has the right to hire a vehicle from any other source at the expense of the contractor.
- 23.** For not providing the vehicle or its substitute within the prescribed time, a minimum penalty of Rs. 1000/- (Rupees One Thousand Only) will be imposed per default and shall be deducted from the monthly bill submitted by the contractor to DIMTS for payment.
- 24.** 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 bidder, who will return one

copy thereof to DIMTS, duly acknowledging his acceptance of the same under the signature of his authorized signatory, within two (2) days of its receipt.

**25.** The successful Bidder shall have to deposit a performance security by way of an FDR / Bank Guarantee of an amount **3% (Three)** of the annual contract value within **5 (Five) days** of issuance of the Letter of Acceptance (LOA) of tender by DIMTS. 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 and the contractor shall be blacklisted in addition to the termination of the contract.

**26.** The successful Bidder shall have to mobilise services at all locations as per **Annexure-IV** within 10 days of issuance of Letter of Acceptance (LOA) of tender.

**27. 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 NCT of Delhi 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) Bid security of **Rs.2,40,000/- (Rs. Two Lakh Forty Thousand Only)** to be submitted in original with technical bid.

\*Incomplete bids 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.

**28. 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) The original and the copies of the Technical Proposals shall be provided in separate envelopes, duly marking the outer envelopes as “ORIGINAL” and “COPY” respectively.
- c) Each envelope shall indicate the name and address of the Bidder.
- d) 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)

The envelope shall be addressed to:

**Advisor, P&S**

**Delhi Integrated Multi-Modal Transit System Limited (DIMTS)**

8th Floor, Block 1, Delhi Technology Park,

Shastri Park, Delhi 110 053, India

Tel: + 91-11-43090100, Direct: +91-11-43090217

Email: rakesh.kaul@dimts.in, anil.bailwal@dimts.in

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.

## **29. 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 CNG 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 DIMTS 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 bills will be processed separately by each unit where the vehicle are 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 CNG run vehicle.

**30.** Decision of Managing Director and / or CEO, DIMTS in all cases shall be final & binding upon all.

**31.** The Managing Director and / or CEO, DIMTS reserves the right to terminate the contract without assigning any reason by giving a notice of 15 days to the contractor at any point of time during the term of contract.

**32.** The term of the contract may be extended beyond prescribed term of two years with mutual understanding on the same rates and terms & conditions of tender.

- 33.** All the disputes shall be subject to the courts in Delhi only.
- 34.** 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.

**ADVISOR – P&S,**  
Delhi Integrated Multi-Modal Transit System Limited (DIMTS)  
8th Floor, Block 1, Delhi Technology Park,  
Shastri Park, Delhi 110 053, India  
Tel: + 91-11-43090100, Direct: +91-11-43090217  
Email: rakesh.kaul@dimts.in, anil.bailwal@dimts.in



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 NCT of Delhi 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. 2,40,000 (Rs. Two Lakh Forty Thousand only)

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: \_\_\_\_\_

**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	<b>Category A:</b> AC Car (Indica, Wagon-R, Swift, Santro or likewise) for 300 hours or 3000 km for 26 days per month	15		
2	<b>Category B:</b> AC Car (SX4, Dzire, Toyota Itios or likewise) for 240 hours or 2000 km for 24 days per month	08		
3	<b>Category C:</b> AC Car (SX4, Dzire, Toyota Itios or likewise) for 300 hours or 2600 km for 26 days per month	02		
4	<b>Category D:</b> AC Car (Eeco or likewise) for 300 hours or 3000 km for 30 days per month	-		
<b>5</b>	<b>Total (excluding GST)</b>			

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 CNG input cost adjustment during Payment Month:**

Further the variable cost of CNG consumed will be indexed as per the following formula, which will be adjusted based on actual price of CNG during the Contract on 1<sup>st</sup> of every month:

Variable monthly cost of CNG = 20% of monthly quoted price per vehicle	( C )
Base price of CNG (INR per KG) on due date of tender	[B <sub>1</sub> ]
Actual price of CNG/ KG as on 1st of payment month (INR per KG)	[B <sub>2</sub> ]
Monthly variable cost of CNG 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 CNG consumed shall be worked as per the following formula:*

$$\text{Vehicle cost per KM of CNG consumed} = \frac{\text{20\% of quoted price}}{\text{km's as specified in the Tender}}$$

The payment for extra km / less than quoted km's will be payable based on variable cost per km of CNG as per above formula during the month.

**Assumptions with various scenarios with illustration tabulated below:**

Total km run during the Month = Case 1 – 3,000 Km, Case 2 – 3,500 Km, Case 3 – 2,800 Km

Total monthly quoted price per Car = INR 30,000/-

Total variable cost @ 20% of quoted amount i.e. Rs 6,000/- (INR 30,000\*20%)

Assumed Base CNG Price on due date of tender = INR 75.00 / kg

Assumed CNG Price on Billing Cycle Date = INR 77.50 / Kg

S.N	Parameter / Assumptions with various Scenarios	Case 1	Case 2	Case 3
		INR		
1	Total monthly quoted Amount by Bidder as per Financial Bid	30,000	30,000	30,000
2	Total Monthly Fixed Amount Payable to Bidder - 80% of S.N (1)	24,000	24,000	24,000
3	Total Monthly Variable Amount Payable to Bidder - 20% of S.N (1)	6,000	6,000	6,000
4	Total Monthly km as per Tender	3,000	3,000	3,000
5	Assumed CNG Base Price on due date of tender	75.00	75.00	75.00
6	Assumed CNG price on 1st of every month	77.50	77.50	77.50
7	Base Fuel Price per Km - S.N. (3/4)	2.00	2.00	2.00
8	CNG Escalation for payment month S.N. (6-5/5) x 100	3.33%	3.33%	3.33%
9	Fuel Price per Km for payment month with escalation S.N. (7) + (7 x 8)	2.07	2.07	2.07
10	Total Actual Monthly Utilisation by Bidder (km/month)	3,000	3,500	2,800
11	Monthly Amount Payable to Bidder (Fixed + Variable) - S.N [(2) + (9 x 10)]	30,200	31,233	29,787

**B. For outstation vehicles / Taxies**

SN	Slab	AC Cars like Swift Desire, Hyundai Xcent, Honda Amaze & likewise (in Rs.)	AC cars like Innova, Tavera & likewise (in Rs.)
	Local Journeys		
1.	4 hrs/40 kms		
2.	8 hrs/80 kms		
3.	Extra Kms		
4.	Extra Hrs		
5.	Night Charges & Timing		

(\*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: \_\_\_\_\_

**(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 NCT of Delhi or 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 where vehicles are to be deployed

SR. No.	Type of Vehicle Required	Category	Reporting Office	Quantity
1	SX4, Dzire, Toyota Itios or likewise	AC	Shastri Park	8
2	SX4, Dzire, Toyota Itios or likewise	AC	Shastri Park	2
3	Indica, Wagon-R, Swift, Santro or likewise	AC	Seema Puri Cluster Bus Depot	1
4	Indica, Wagon-R, Swift, Santro or likewise	AC	Kair Cluster Bus Depot	1
5	Indica, Wagon-R, Swift, Santro or likewise	AC	Kushak Nallah Cluster Bus Depot	1
6	Indica, Wagon-R, Swift, Santro or likewise	AC	Ghuman Hera -1 Cluster Bus Depot	1
7	Indica, Wagon-R, Swift, Santro or likewise	AC	Rani Khera-1 Cluster Bus Depot	1
8	Indica, Wagon-R, Swift, Santro or likewise	AC	Dilshad Garden Cluster Bus Depot	1
9	Indica, Wagon-R, Swift, Santro or likewise	AC	BBM-2 Cluster Bus Depot	1
10	Indica, Wagon-R, Swift, Santro or likewise	AC	Bawana Sec -5 Cluster Bus Depot	1
11	Indica, Wagon-R, Swift, Santro or likewise	AC	Rani Khera-3 Cluster Bus Depot	1
12	Indica, Wagon-R, Swift, Santro or likewise	AC	Hari Nagar -3 Cluster Bus Depot	1
13	Indica, Wagon-R, Swift, Santro or likewise	AC	Okhla-IV Cluster Bus Depot	1
14	Indica, Wagon-R, Swift, Santro or likewise	AC	IP Cluster Bus Depot	1
15	Indica, Wagon-R, Swift, Santro or likewise	AC	Raj Ghat Cluster Bus Depot	1
16	Indica, Wagon-R, Swift, Santro or likewise	AC	Dichaoun Kala Cluster Bus Depot	1
17	Indica, Wagon-R, Swift, Santro or likewise	AC	Dwarka Cluster Bus Depot	1
<b>Total Numbers of Vehicles</b>				<b>25</b>

Format of EMD

(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)

To

The Managing Director & or CEO,  
Delhi Integrated Multi Modal Transit System Limited (DIMTS)  
8th Floor, Block 1, Delhi Technology Park,  
Shastri Park, Delhi 110 053, 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 Managing Director & CEO, 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. 2,40,000/- (Two Lakh Forty 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.) 180 (One Hundred Eighty) 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