



OFFICE OF THE ASSISTANT COMMISSIONER
SHAHDARA SOUTH ZONE
MUNICIPAL CORPORATION OF DELHI
419, UDYOG SADAN, PATPARGANJ INDUSTRIAL AREA
DELHI- 110092

NIT No. AO/SH(S) Zone/MCD/2022/D-2857

Dated: 25.07.2022

NOTICE INVITING TENDER

TENDER FOR HIRING OF COMMERCIAL VEHICLE/ TEMPO (SIZE 14 FEET, FOR EXAMPLE EICHER CANTER ETC.) ALONG WITH DRIVER ON AS AND WHEN REQUIRED BASIS FOR REMOVAL OF ENCROACHMENT IN THE JURISDICTION OF THE MCD AREA ON PER DAY RENTAL BASIS.

Shahdara (South) Zone, MCD invites bids/tender from eligible bidders for hiring commercial vehicle/tempo (size 14 feet, for example Eicher Canter etc.) along with driver (08 hours shift) on as and when required basis for removal of encroachment in MCD area on per day rental basis as well as on purely temporary basis for a period of one year. It may be extended further for one year on mutual agreement on similar terms & conditions. This is two bids system (technical & financial) tender.


Further details & tender document can be seen and downloaded from <https://mcdonline.nic.in>. The tender document fee of **Rs.1,000/- (Rupees One Thousand only)** in the shape of Bank Demand Draft (**Non-refundable**) in favour of "Commissioner, MCD, Delhi", shall be submitted along with the bids/tenders, at the time of submission of bid/tender, without which bid/tender shall not be entertained.

The tenders will be received and opened, as per the schedule given below:

Cost of Tender Document	Rs.1,000/-
EMD amount	Rs.10,000/-
Date of publishing NIT	25.07.2022
Last date of submission of Bids	09.08.2022 (up to 12:00 PM)
Opening of Technical Bids	10.08.2022 (at 02:00 PM)
Opening of Financial Bids	12.08.2022 (at 02:00 PM)

Technical Bids and Financial Bids of qualified bidder will be opened before the Committee formed for this purpose in the office of Assistant Commissioner, Shahdara South Zone, 2nd Floor, 419, Udyog Sadan, Patparganj Industrial Area, Delhi – 110092 as per above prescribed schedule.

The MCD reserves the right of rejecting any or all tenders/bids without assigning any reasons thereof.


Administrative Officer
General Branch/SSZ/MCD

Administrative Officer
Shahdara (South) Zone
Municipal Corporation of Delhi

TENDER NO. AO (SSZ)/MCD/2022/D-2857 DATED: 25 .07.2022

BID/TENDER DOCUMENT

**TENDER FOR HIRING OF COMMERCIAL VEHICLE/
TEMPO (SIZE 14 FEET. FOR EXAMPLE EICHER
CANTER ETC.) ALONGWITH DRIVER ON AS AND
WHEN REQUIRED BASIS FOR REMOVAL OF
ENCROACHMENT IN THE JURISDICTION OF THE MCD
AREA ON PER DAY RENTAL BASIS.**

**MUNICIPAL CORPORATION OF DELHI
OFFICE OF THE ASSISTANT COMMISSIONER,
SHAHDARA SOUTH ZONE
419, 2nd Floor, Udyog Sadan,
Patparganj Industrial Area, Delhi-110092**


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Shahdara (South) Zone
Municipal Corporation of Delhi

GENERAL TERMS & CONDITIONS FOR HIRING OF COMMERCIAL VEHICLE/TEMPO (SIZE 14 FEET, FOR EXAMPLE EICHER CANTER etc.) ALONG WITH DRIVER ON AS AND WHEN REQUIRED BASIS FOR REMOVAL OF ENCROACHMENT IN THE JURISDICTION OF THE MCD AREA ON PER DAY RENTAL BASIS.

Eligibility

- 1 (a). Any Company/Firm/Public Limited Company or a Private Limited Company, who fulfills the criteria specified herein after is eligible to participate in the tender for hiring of commercial vehicle/tempo (size 14 feet, for example Eicher Canter etc.) along with driver on as and when required basis for removal of encroachment in the jurisdiction of the MCD area on per day rental basis on purely temporary basis for period of one year, extendable for further one year.
- (b). Any Firm/Company etc. who has been blacklisted for breach of terms and conditions of the agreement in any government organization, shall not be eligible for applying.
- (c). Any Firm/Company etc. who is disqualified or ineligible to participate in the tender according to the aforesaid condition shall not be qualified to offer the tender in name of its associate concern/subsidiaries/principals/front and the Commissioner/Authorized Officer on his behalf may declare the tenderer disqualified on this ground, if he is of the opinion that the said tenderer is acting in collusion with for the benefit of any other party who would have been disqualified to participate in tender on his own.
- (d). The bidder must submit all the documents mentioned in Annexure-I(evaluation Criteria).

Participation in Tender / Submission of Bids

- 2 (a). The bidder/tenderer should submit the tender in two bid system **Technical Bid (as per ANNEXURE 'I') & Financial Bid (as per ANNEXURE 'II')**. The bid will be disqualified if any of the document/specification is not furnished. The bidders are advised to be in touch with MCD website <https://mcdonline.nic.in> for any development in this regard.
- (b). Financial Bids of only those Firms/Companies will be opened/considered, whose technical bids are declared qualified.
- (c). Bidder should duly fill up Technical Bid Form and Financial Bid Form.
- (d). MCD reserves the right to verify, refer any document to the concerned Authority for confirmation from case to case basis. Mere submission will not bind MCD to accept the documents as valid for participation of the Bidder in the tender. It must be noted that the Bid not accompanied by the required documents shall not be considered.
- (e). The bids shall be valid for acceptance for a period of 180 days from the date of opening of the bids. In case of modification to the bids, backing out and any abnormal delay in commencement of the work by the bidder, their EMD amount will be forfeited.
- (f). The Tenderer should sign on all pages of the tender documents before submitting the tender. The tenderer should quote his rates both in figures as well as in words in the bill of quantities. However, if any discrepancy is found, the rates written in words shall be taken as the rate quoted.


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- (g). The bidder will have to give a certificate that he/it is not related to any officer of MCD. The contractor should give a declaration along with his tender about the names of the relatives, who are employed in MCD
- (h). No tender document will be issued after the prescribed last date and time fixed for the issue of the tender.
- (i) The minimum working hours for truck will be 8 hrs per day for 25 days in a month. However, in certain circumstances, trucks may be required on all days of a particular month or may be required for more than 8 Hours in a day.
- 3 (a). Hiring commercial vehicle/tempo (size 14 feet, for example Eicher Canter etc.) along with driver on as and when required basis for removal of encroachment in MCD area on per day rental basis as well as on purely temporary basis.
- (b). Any type of work/maintenance & fuel cost shall be borne by the contractor on his own cost.
- (c). It will be the responsibility of the successful contractor to take permission/documents of all the authorities like document of vehicles, insurance of vehicles, fitness certificate and valid DL of the driver etc. The successful contractor has to obtain all necessary permissions from the respective departments required for such kind of work.
- (d) Any type of casualty/accident/fatalities due to any type of negligence by the contractor/his driver will be sole responsibility of the contractor from whom the truck will be hired through this tender as well as any liability/compensation/litigation, which may occur due to any casualty/accident/fatalities will be borne by the contractor. MCD will not be liable for any such unforeseen liability/event.
- (e). Any Type of commercial advertisements will not be allowed on the hired vehicles.
- (f). The rates offered by the bidder shall be inclusive of commercial vehicle tempo (size 14 feet. For example Eicher Canter etc.) charge, all cost of consumables, tools & tackles, handing charges, man power operation of truck etc. inclusive of all applicable taxes.
- (g). Permission for commercial vehicle, man and materials has to be arranged by the contractor. MCD is not responsible for any delay on this account.
- (h). Commercial Vehicle will be engaged on as and when required basis.
- (i). It is also clarified that L-1 will be decided on the basis of rates offered by the bidder. In case when the rates of two prospective bidders are same then experience of the bidders will be considered for deciding L-1.
- (j). All the running expenses of contractor's commercial vehicle, operator & helper wages, operator & helper beta, HSD oil and lubricants, repairs, maintenance etc. shall be entirely Contractor's liability and shall be deemed to be included in the rates offered. No change in rates or escalation is payable by any reason of increases in wages, POL, rates etc.

**Description
of work**


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- (k). No escalation charges due to hike in the price of fuel/lubricants and other consumables etc. shall be admissible during the period of contract. The rate quoted in the tender shall include all such contingencies and continue to be the same throughout the tenure of the contract including the extended period, if any.
- (l). Contractor shall maintain proper logbook for the period of operation of the commercial vehicle. The log entries shall be signed by the supervisor and the same shall invariably be enclosed along with the bills for payment.
- (m). The contractor should be financially sound and capable of paying the wages to his workers etc. from his resources independently without waiting till the bills are paid by the MCD. Payment for the engagement of commercial vehicle shall be based on the certification of the user department.
- (n). In case the commercial vehicle is required to work beyond normal shift timing due to urgency of the work, the same shall continue the work as per the instructions of user department. Payment will be regularized as per the quoted rate in the schedule bases on the certification of the user department.
- (o). Good behavior, well-disciplined and good conduct of working personnel is very important. If anyone is found mischievous, irregular, irresponsible, law-breaker, miscreant and not loyal to the corporation, shall be removed by the contractor immediately and replaced as per the instructions of MCD.
- (p). All the necessary documents (in original) of the commercial vehicle must be carried by the driver during working hours.
- (q). Order passed by the Hon'ble NGT in respect of Diesel commercial vehicle will be applicable in addition with T&C of the Department and to be complied by the contractor/agency.
- (r). If the vehicle is deployed on holidays, the per day bases rate only would be paid as applicable to any working day. The duty hours (08 hours) shall be decided by the Administrative Officer, SSZ/user department in-charge.
- (s). Contractor should be capable of providing 2 commercial vehicles/Tempo per day on regular basis.

Period of contract

4. The contract period shall start from the date of issue of Work Order and for a period of one year. It may be extended further by one year with mutual consent of both the parties, subject to satisfactory performance by the contractor.

Per day rate & Penalty

5. (a). The per day rate offered shall also be inclusive of all taxes. No additional claim what so ever shall be entertained.
- (b). If the contract or fails to supply the truck with in the stipulated time penalty of equal to 4 days hire charges will be deducted.


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- (c). The successful contractor should place the truck, in good working condition and roadworthiness with all the documents and valid certificates.
- (d). In case of any break down of commercial vehicle, the contractor should arrange another truck at his own risk and cost immediately. Failure will attract penalty as mentioned on clause 5 (b) above.



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**EMD&
Security
Amount**

- 6 (a). EMD of Rs. 10,000/- should be submitted by way of Demand Draft in favour of "Commissioner, MCD" from any nationalized bank payable at Delhi.
- (b). Tender received without EMD as specified or with less amount of EMD and which do not fulfill all or any of the conditions stipulated in the tender or incomplete in any respect are liable to be rejected summarily.
- (c). The EMD shall be refunded to the unsuccessful Tenderer without interest after finalization of the tender. The EMD submitted by the successful Tenderer shall be converted into Security Deposit and shall be released after satisfactory completion of contract without interest.
- (d). For due fulfillment of this contract, the Security Deposit shall be recovered from the Running Account Bills. The EMD shall be treated as part of the Security Deposit. The Security Deposit shall be retained by corporation till the satisfactory completion of the contract.

**Agreement
to be
executed**

- 7 (a). The successful tenderer shall execute an agreement with the MCD in the format to be supplied by the MCD on a non-judicial stamp paper of Rs.100/-(duly notarized) to be purchased and provided by the said tenderer.
- (b). It will be the responsibility of the contractor to notify the agreement from notary public and the stamp paper fee etc. will have to be borne by the contractor itself.

**Force
Majeure:**

- 8 (a). In the event of either party being rendered unable by force Majeure conditions to perform any obligation required to be performed by them under the contract, the relevant obligations of the party affected by such force Majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- (b). The term "Force Majeure" as employed shall mean Acts of God, Earth Quake, Flood, War, Revolt, Riot, Fire Sabotage, Stroke (Excluding that of contractor suppliers or sub contractor employees) and Hurricane. Time of performance shall be extended by the period of delay, which is directly caused by force Majeure. The decision of Deputy Commissioner, Shahdara South Zone, MCD on the extension shall be final and binding on the contractor. Upon the occurrence of such cause the party alleging that they have been rendered unable to perform as a force majeure, shall notify to the other party in writing immediately but not later than 48 hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- (c). Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which cause lasts.



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**Surrender/
Exist**

- 9(a). The contractor may surrender the contract after completion of six months and also give one month (30 days) surrender notice in writing.
- (i) The contract has been in force for at least six months i.e. no surrender notice is permissible during the initial six months of the contract period. The one month surrender notice period shall start from the date of receipt of the surrender notice in the office.
- (ii) In case the contractor wants to withdraw the surrender notice, he/it shall submit a request in writing, provided that the request has been received, before commencement of the process for re-tender of the contract.
- (b). In case, the contractor surrenders the contract before six months periods then his/its entire Security Deposit amount will be forfeited.
- (c). In the case of surrender, after six months and completion of one month surrender notice period as per above. The security deposit amount will be refunded to the contractor.
- (d). Contract shall be terminated by giving 07 (Seven) days notice by the MCD, if the services of the contractor are found to be inadequate or unsatisfactory or in violation of terms and conditions of the contract, without prejudice to its rights and remedies.

**Provision
of
Minimum
Wages**

- 10 (a). The bidder should comply with the conditions of Minimum Wages Act, and/or all the rules & regulations applicable thereto. In case any liability arises in this regard, either during the period of contract or later on, the approved bidder will be solely responsible for it. The contractor/bidder also indemnifies MCD against any such expenses and promises to pay such charges.


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- (b). The person/driver engaged by the bidder shall not claim any benefit/compensation/absorption/regularization of service from this office under the provisions of Industrial Disputes Act, 1974 or Contract Labour (Regulation & Abolition) Act, 1970. An undertaking to this effect from the engaged persons shall be required to be submitted by the bidder to this office.
- (c). The rates quoted by the prospective bidder must include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act,
- (d). Any Other conditions governing the contract issued by the MCD from time to time will also be applicable.
- (e). In the case of dispute regarding unsatisfactory services by the contractor, decision of MCD will be final and binding.

11(a) The MCD reserves the right to terminate the contract for breach of any of the terms & conditions of allotment, after providing due opportunity of hearing, to the contractor.

**Termination
of contract**

- (b). MCD reserves the right to cancel the agreement without assigning any reason after issue of **a due notice of 15 days**. The successful contractor has to abide by the decision of MCD and no claim will be entertained in any manner.
- (c).The contractor shall not sell, sublet the contract and in default there of shall be liable for cancellation of allotment & forfeiture of Security Amount.

**Jurisdiction of
courts**

12. All legal disputes between the contractor (selected) and MCD shall be subject to the jurisdiction of the court situated in Delhi only.

**Blacklisting
and
Cancellation of
Contract:**

13.(a) The contractor, if any time, found cheating / violating of terms & conditions of contract or engaged in any kind of malpractices shall be liable to be blacklisted. In that case his security amount will be forfeited and contract shall be cancelled.

(b). If contractor submits false documents to get the contract & monitory benefits (excluding inadvertent errors) and the same is noticed during the contract period then the contract agreement shall be cancelled immediately and security amount will be forfeited towards municipal loss and the contractor shall be liable to be blacklisted.

**Payment
Details**

14. (a) Payment will be made on submission of bill in duplicate alongwith logbook/log sheet duly signed by officer not below the rank of Administrative Officer of the user department. However, the contractor should settle the wages to the workmen employed by him/it firm/its own resources without waiting till the payment is released by MCD.


(b) Payment shall be made subject to availability of funds.

(c) Payment shall be made from the funds available under Budget Head "08-1232".

Tel./Mob. No.

E-mail ID

Signature of the tenderer With Name


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Evaluation Criteria

- 1. The bidder should attach the following documents with their Bid:**
 - a.** Tender application form fee of Rs. 1,000/- (Rupees One Thousand Only) and EMD of Rs.10,000/- (Rupees Ten Thousand Only) through a Demand Draft/Pay Order drawn in favour of "Commissioner, MCD" payable at Delhi.
 - b.** Copy of GST Registration.
 - c.** Copy of RC and other document of vehicles like valid insurance, fitness certificate & pollution certificate etc.
 - d.** Registration Certificate and experience certificate in the same field for minimum one year in any Govt./Private body.
 - e.** The official e-mail ID & mobile number of *Individual/Partners/Directors* to make all correspondences through e-mail and such correspondences shall be considered to have been received to the contractor.
 - f.** Copy of the PAN Card(s) of the applicant Individual or proprietorship firm. In case of partnership firm or Pvt. Ltd. Company, PAN Card(s) of the firm/company as well as all partners/directors should be attached (*as applicable*).
 - g.** Two recent passport size photographs of the Individual/Proprietor/all Partner(s)/all Director(s) of the tenderer/company, as applicable.
 - h.** Two address proofs (*Electricity Bill, Telephone Bill, Aadhar Card, Driving License, Passport, Election ID Card etc.*). In case of Firm/Company, address proofs of all Partners/Directors must also be attached.
 - i.** Declaration of the bidder on the stamp paper of not less than Rs.10/- that the firm is not black listed/debarred by any Govt. Department/organization and the firm does not have any legal suit, criminal case pending against its proprietor/partner (s)/director (s).
 - j.** Signed copy (each page) of tender document & enclosed documents by the bidder.
 - k.** Annexure-I (Technical Bid form), duly filled up by the bidder, which was downloaded from mentioned website.

**Signature of the tenderer
Tel./Mob. No.**



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ANNEXURE-II



**OFFICE OF THE ASSISTANT COMMISSIONER
SHAHDARA SOUTH ZONE
MUNICIPAL CORPORATION OF DELHI
419, UDYOG SADAN, PATPARGANJ INDUSTRIAL AREA
DELHI- 110092**

TECHNICAL BID

Cost-Rs. 1,000/-

Paste Two Photo(S)

Here (Individual/All Partners/All Directors)

To,
The Deputy Commissioner,
Shahdara (South) Zone,
Municipal Corporation of Delhi.

Sub: Tender for hiring of commercial vehicle/tempo (size 14 feet, for example Eicher Canter etc.) along with driver on as and when required basis for removal of encroachment in MCD area on Per Day Rental Basis as well as on purely temporary basis

Madam,

With reference to your advertisement for auction/inviting tenders for said work, I/we offer my/our bid for the given below commercial vehicle/tempo (size 14 feet, for example Eicher Canter etc.) along with driver as under:

1. I am quoting the Per Day Rent/Rates in financial bid.
2. I have carefully read and understood the terms and conditions given in the tender document and quote my/own offer with full knowledge thereof. I submit the following documents in a wax-sealed Envelope/Tape sealed.
 - a) Draft/Pay order No. _____ dated _____ drawn on _____ for Rs.1,000/-in favour of Commissioner, MCD (towards application/tender fee).
 - b) Draft/Pay order No. _____ dated _____ drawn on _____ for Rs. 10,000/- in favour of Commissioner, MCD (towards EMD).
3. Status of Applicant: Whether Individual/Company (Proprietor/Partner/Director)/Co-Operative Society.

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4. Particulars of tenderer in case of Individual:
- (a) Name (in block letters)
- (b) Age
- (c) Father/Husband's name
- (d) Complete residential address.....
- (e) Telephone & Mobile No.....
- (f) E-mail address.....
5. Whether required Affidavit (in the prescribed format) has been attached: YES/NO
- Stamp Paper Certificate No. _____
6. Particulars of tenderer in case of other than individual:
- (a) Name of BOI/AOP/Firm/Company/Co-operative Society/Trust:
- (b) Constitution of the Firm : Proprietor/Partnership/Directorship
- (c) Names of Proprietor/Partners/Directors:
- (d) Present address of concern:
- (e) Registered office address of concern:
- (f) Telephone & Mobile No:
- (g) E mail address:
7. (a) PAN number of the Company/Individual (as applicable):
- (b) In case of Partnership/Directorship company:
- (i) Name of Directors/Partners & their PAN No. :
8. Details of two Address Proofs: (1)
- (2)
9. Details of GST Registration Number :
- Date of issue Reg. No.
10. Whether signed (*all partners/directors*) copy of tender document has been enclosed:
- YES/NO
11. Whether all necessary documents have been enclosed with tender application form (*as per clause 2 of the*


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terms & conditions enclosed):

YES/NO

Date:

Place:

Signature of the tenderer

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line.

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MUNICIPAL CORPORATION OF DELHI
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DELHI- 110092**

FINANCIAL BID

To,

The Deputy Commissioner,
Shahdara (South) Zone,
Municipal Corporation of Delhi.

Sub: Tender for hiring of commercial vehicle/tempo (size 14 feet, or example Eicher Canter etc.) along with driver on as and when required basis for removal of encroachment in MCD area on per day rental basis as well as on purely temporary basis

Madam,

- a. I have studied the tender documents & understood them and I hereby agree to said work.
- b. This bid is being offered with understanding that I/We shall take with the work mentioned in tender.
- c. I have carefully read and understood the terms and conditions issued with the tender papers and quote my/own offer with full knowledge thereof. I hereby submit the following documents.

d. I hereby quote the per day rent/rates for 08 hour shift (inclusive all taxes and other charges, if applicable) hereunder.

Rs(In figures).

Rupees.....

..... (In words).

- e. I undertake to abide by the rule and regulation of Central/State Govt. Governing the contractual obligations.
- f. I understand that if any of the information/document furnished here with is found to be false or incorrect, my tender bid is liable to be cancelled and EMD will be forfeited and in the event of contract being awarded, the same is also liable to be cancelled and Security Deposit amount will be forfeited.

Signature of Tenderer With rubber stamp


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DECLARATION

(On a stamp paper of not less than ten (Rs.10/-) rupees to be submitted by the tenderer duly attested by the notary public)

I/We, Mr./Ms./M/s. _____

S/o _____ Resident

of _____

declare as under:

1. That I/We am/are not employee of MCD.
2. That I/We do not have any close relative working in MCD.
3. I/We/Firm is not black listed/debarred by any Govt. Department/organization and the firm does not have any legal suit, criminal case pending against its proprietor/partner (s)/director (s) in any police station/court.

Note: Close relative mean wife/son/unmarried daughter/brother/unmarried sister/father and mother.

**NAME OF THE TENDERER WITH RUBBER STAMP &
CAPACITY IN WHICH HE/ SHE IS SIGNING (OFFICE SEAL)**



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