

**F.No. DJA/GAD/Purchase of New Official Vehicle/940/2015**

**NOTICE INVITING TENDERS  
FOR HIRING OF VEHICLE**

Tender ID :2016\_DJA\_11217\_1

**DELHI JUDICIAL ACADEMY  
(High Court of Delhi)  
SECTOR – 14, DWARKA  
NEW DELHI - 110078  
Ph. No. : 011-28036684, Fax No. : 011-28036683  
(<http://judicialacademy.nic.in/>)**

**RATE CONTRACT FOR HIRING OF 03 NOS. PRIVATE VEHICLES FOR THE USE OF OFFICERS OF DELHI JUDICIAL, NEW DELHI THROUGH E - TENDER**

**1. SCHEDULE OF TENDER:**

E-Tenders are invited in two Bid system from well established transporters/fleet owners (hereinafter referred as the 'Bidder') having capacity to supply the required number of chauffeur driven vehicles and having business in Delhi in the same field on hire basis for the use of Delhi Judicial Academy, Sector-14, New Delhi.(hereinafter referred as 'the Academy').

The schedule of the tendering process is as under:-

Mode of Tendering	: Two-Bid System i.e. Technical Bid and Financial Bid
Last date and time for online submission of Bids	: 01.12.2016 at 11.00 am
Last of and time for submission of EMD in physical form	: 01.12.2016 at 11:30am
Date and time for opening of Technical Bids	: 01.12.2016 at 12:00 pm
Date and time for opening of the Financial (Price) Bids	: 03.12.2016 at 11:00 am

**Estimated Cost** : Rs.16,20,000 /- (Rupees Sixteen lac Twenty Thousand only) (approx.)

**Earnest Money Deposit (EMD)** : Rs.81,000/- (Rupees Eighty One Thousand only)

**2. SCOPE OF BID:**

Delhi Judicial Academy (hereinafter referred to as the 'Academy' wishes to receive the item wise bids for **Rate Contract for hiring of 03 chauffeur driven Private vehicles for Directors/ Addl. Directors of the Academy/and for Dignitaries/Resource Persons of Delhi Judicial Academy.**

**3. PERIOD OF CONTRACT:**

3.1 The period of contract to be entered for providing Hiring of vehicles will be one year from the date of entering into the contract extendable on the same rates and terms and conditions for such term(s) as may be agreed upon but not beyond another one year.

**4 AVAILABILITY OF TENDER DOCUMENT AND SUBMISSION OF BIDS:**

4.1 The Tender Document alongwith the terms and conditions can be downloaded from the Delhi Govt. portal for e-procurement <https://govtprocurement.delhi.gov.in> and also from the website of Delhi Judicial Academy [judicialacademy.nic.in](http://judicialacademy.nic.in)

4.2 Instructions to the Bidders to submit the Bids are available on the Delhi Government portal for e-Procurement at <https://govtprocurement.delhi.gov.in>

- 4.3 The Bidder interested in participating in e-tendering process must be registered with e-procurement portal of Delhi Govt. and also have Class II or Class-III Digital Certificate / Signatures from one of the authorized agencies of the Controller of Certifying Authorities (CCA), Government of India. The list of certifying authorities is available at <http://cca.gov.in>.
- 4.4 The interested Bidders shall submit the tender alongwith duly self attested scanned copies of all the necessary documents online at (<https://govtprocurement.delhi.gov.in>) in two Bids systems [i.e. (i) Technical Bid and (ii) Financial Bid] in the prescribed proforma. Tenders submitted in any other manner shall not be accepted.
- 4.5 The Bidders shall bear all costs associated with the preparation and submission of the Bids.

## **5 EARNEST MONEY DEPOSIT**

- 5.1 The Earnest Money Deposit (EMD) to be deposited of Rs.81,000./- (Rupees Eighty One Thousand only) shall be in the form of Fixed Deposit/Bank Guarantee from a Nationalized/ Scheduled Commercial Bank in favour of '**DDO, Delhi Judicial Academy, New Delhi**'. Bids received without the EMD having been deposited in physical form with the Academy by the date and time given in the schedule shall be rejected summarily.

## **6 FORFEITURE OF EMD**

- 6.1 The earnest money deposited shall stand forfeited in the following circumstances:
- (i) If the Bidder withdraws his Bid during the period of Tender validity specified in the Form of Tender; or
  - (ii) If the Bidder refuses to accept the corrections of errors in his Bid; or
  - (iii) If the Bidder having been notified of the acceptance of his Bid by the Academy during the period of tender 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 the tender document.
  - (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
  - (iv) If the contract is terminated for the reason that the agency is blacklisted by Government of NCT of Delhi or in any other State Governments/Union Government.

## **7. VALIDITY OF BIDS**

- 7.1 Bids submitted shall remain valid for a period of 120 days from the last date of submission of Bid. The Academy reserves the right to extend the validity period, if so required.

## **7.2 LATE AND DELAYED TENDERS**

- 7.2.1 Any EMD received by the Academy after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the Bidder.
- 7.2.2 The Academy may, at its discretion, extend the deadline for submission of Bids in which case all rights and obligations of the Academy and the Bidder will remain the same.

## **7.3 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 7.3.1 The Academy is not bound to accept the lowest or any Bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 7.3.2 The Academy may also terminate the contract subsequent to the awarding of contract if it is

found that the contractor is black listed on previous occasions by any Govt. Department/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc.

7.3.3 The Academy may terminate the contract in the event the successful Bidder fails to furnish the Performance Security or fails to execute the contract.

## **8. ELIGIBILITY OF BIDDERS**

### **8.1 ELIGIBILITY AS TO FINANCIAL CAPABILITY AND NATURE OF BUSINESS**

8.1.1 The Bidder must have been in the same/similar kind of services for at least last three consecutive years i.e. beginning April 2013 and having annual average turnover of **Rs.5,00,000/-** (Rupees Five Lacs only) during the last three financial years i.e. 2013-14, 2014-15, 2015-16 in the books of accounts.

### **8.2 ELIGIBILITY AS TO EXPERIENCE**

8.2.1 The Bidder should have 3 year experience of completing 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 as follows:-

(a) Three similar completed works costing not less than Rs 6,48,000/- or

b) Two similar completed works costing not less than Rs 8,10,000./- or

(c) One similar completed work costing not less than Rs.12,96,000/-

## **9 SCANNED COPIES OF DOCUMENTS REQUIRED TO BE UPLOADED WITH THE TENDER**

Bidder shall be required to submit self attested legible scanned copies of the following documents:-

- i. Certificate showing the status of the firm on its letterhead (i.e. whether it is company, partnership firm or proprietorship firm)
- ii. Permanent Account Number.
- iii. Service Tax Registration No.
- iv. Income Tax Returns for the Assessment Year 2014-2015, 2015-2016 and 2016-2017.
- v. Audited balance sheets corresponding to the Income Tax Assessment Years 2014-2015, 2015-2016 and 2016-17.
- vi. Non-blacklisting Certificate.
- vii. Documents in support of eligibility as referred to in **Para No 8.1.1**
- viii. Documents in support of eligibility as referred to in **Para No 8.2.1**
- ix. Letter of Authority, authorizing a person (s) to represent the Bidder during the tendering process giving his/her full name, designation, address, contact no and attested passport size photograph.
- x. Financial Bid (Annexure I)
- xi. Technical Bid (Annexure II)
- xii. Earnest Money Deposit (EMD)

## **10 EVALUATION OF BIDS**

### **10.1 TECHNICAL BID**

10.1.1 Technical Bids will be opened in the presence of the representatives of the Bidder, if any. The Technical Bids will be evaluated by the Purchase Committee of the Academy.

### **10.2 FINANCIAL BID**

10.2.1 Financial Bids of only technically qualified Bidders will be opened by the Purchase Committee of the Academy in the presence of the representatives of Bidders, if any.

10.2.2 If in the price structure quoted, there is any discrepancy between the unit price and total price, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchase Committee there is an obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

10.2.3 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

10.2.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to 10.2.2 and 10.02.3 above.

## **11 PERFORMANCE GUARANTEE**

11.1.1 The successful Bidder shall furnish a Performance Guarantee for an amount Rs.1,62,000/- (Rupees One Lac Sixty Two Thousand only) on or before the signing of the contract.

11.1.2 EMD of successful Bidder shall be refunded/ returned after receipt and acceptance of the Performance Guarantee towards full Performance Security in the valid format. EMD of unsuccessful Bidders shall be refunded/ returned after award of work to the successful Bidder and signing of contract thereof.

11.1.3 The Performance Guarantee provided by the successful Bidder should be in the form of a Fixed Deposit/Bank Guarantee from a Nationalized/ Scheduled Commercial Bank. The same shall be initially valid for a period of eighteen months from the date of signing i.e. for at least six months longer than the anticipated expiry date of the contract. The same shall be further extendable for such period for which the contract may be extended at the cost of the Contractor.

11.1.4 In the event of a breach of contract by the Contractor, the Performance Security will be forfeited and credited to the Academy.

## **12. PENALTIES**

12.1 For non-providing of vehicle in time: Rs.100/- per hour of delay;

12.1.1 For not providing substitute vehicles: Rs.500/- per default or actual hire charges from other sources, whichever is higher;

12.1.2 On misbehaviour by the Driver: Rs.500/- per default;

12.1.3 For violation/breach of any of the condition of the contract: Rs.1000/- per default and/or Termination of the contract/forfeiture of Performance Security.

12.1.4 The Chairperson of the Academy and in his/her absence Director (Administration) in his/her discretion may however, reduce/waive off the penalty amount on a representation being made if there are some mitigating circumstances brought to his/her notice.

**13. EXECUTION OF AGREEMENT AFTER THE AWARDING OF CONTRACT**

13.1 The successful Bidder will be required to execute an agreement in the form specified in Annexure-III within a period of 30 days from the date of issue of Letter of Offer.

**14. TERMS AND CONDITIONS OF THE CONTRACT AFTER ACCEPTING LOWER BID.**

1. Vehicles provided by the tenderer should be of **model year 2015 & above** and also in good condition, as the same will be used by the Directors/ Addl. Directors/ dignitaries/Resource Persons visiting the Academy. Also, all the documents with regard to vehicles must be complete in all respects as required by the concerned authority.
2. **It is the sole discretion of the Academy that the number of vehicles may be increased or decreased while placing the contract order and the said additional enhancement may be at any time withdrawn depending upon the requirement of vehicles.**
3. Drivers to be provided by the Contractor should possess valid and effective driving license. They should be experienced, well behaved and having good manners, as they will be engaged with the Faculty members and Dignitaries/Resource Persons visiting the Academy. Also, they should be well acquainted with the road map of Delhi and NCR, so that no inconvenience is caused to the officers.
4. Drivers to be deployed by the Contractor should not have any criminal record and their antecedents would be got verified by this department from concerning authorities.
5. The Contractor shall provide the replacement of Driver in case of any eventuality. The Academy shall have the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined.
6. **Contractor is required to provide the Vehicles for the use of Faculty Members residing at Delhi (NCR) i.e. Sector-7, Gurgaon, Indirapuram (Ghaziabad) and Sector-34 Noida or at any other location as may be desired and considered necessary in Delhi or in NCR in case the vehicles are required to be provided for any other official work including for bringing dignitaries/Resource Persons to the Academy.**
7. The drivers to be provided by the Contractor shall wear the uniform all the time on duty to be provided by the Contractor
8. The driver deployed on duty shall also be required to carry the briefcase, lunch box & water jug of Faculty Members/dignitaries/Resource Persons to the car while picking them up from their residences and also while dropping them back to their respective places.
9. Drivers, deployed alongwith vehicles provided by the Contractor shall be put completely at the disposal of this Academy as and when required. It will be made amply clear to the drivers that they will have no claim for seeking employment with the Academy in any circumstances.
10. Bidder shall instruct the drivers to compulsorily follow the guidelines/instructions given to them and time table set by the Academy with regard to route journey to be undertaken by the officers.
11. **The Contractor will not be entitled to claim any payment in addition to the rates approved by this Academy including payments made towards repair/maintenance of vehicle(s) /replacement of Stepney/Toll Taxes paid on the way which may incurred by the Contractor.**
12. Driver shall not refuse to perform duty in case on a given day vehicle is deployed for any other official use.

13. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which Academy will have the right to hire vehicle from any other sources at the expense of the contractor.
14. The contractor shall provide names, addresses of the drivers along with their driving licence number and copies within one week of the award of the contract.
15. **The drivers shall maintain punctuality at all times.**
16. All the vehicles/drivers should be insured. This Academy will not be responsible for any kind of mishap and/or any loss caused to the vehicles as well as to the drivers. No claim in this regard will be entertained in any circumstances.
17. Vehicles provided by Contractor should have proper and valid taxi number. Vehicles with private number shall not be considered by the Academy.
18. If on any day, Contractor is not able to provide vehicles, he must inform to the Academy well in advance and must make alternative arrangements for the same. If Contractor is not able to do so any claim, made by the Faculty members / Dignitaries/Resource Persons for their journey made on such date and time, will be deducted from his bill. Same would apply if the vehicle goes out of order on the road.
19. **Payment shall be made on monthly basis. If any of the vehicles is used for less than 2400 KMs during a month, the proportionate amount will be deducted from payment to be made against the use of the said vehicle.**
20. Contractor shall direct the driver of each vehicle to maintain a proper log book/duty slip.
21. Contractor shall note that vehicles should be completely at the disposal of this Academy and the time and mileage should be got noted in the duty slip/log book in the morning and evening. **It is clarified that the mileage and time shall not be counted from the Garage to Garage of the contractor, in any case. Instead, it will be computed from the point of first pick up in the morning and in the evening at the point of last drop and the duty slip/log book will signed by the Faculty Member or his/her personal Secretary/ Personal Assistants in consultation with such Faculty Member. In case of any other situation by any officer/official of the Academy deputed for this purpose. No duty slip shall be entertained unless and until the same is certified/verified by the office.**
22. In case of service tax charged by the Contractor, it must mention the Service Tax Registration No./Service Tax Code and Accounting Code in their invoice/receipts submitted by them.
23. Any term other than mentioned hereinabove may be levied by this Academy at the time of placing contract order. No counter terms and conditions shall be entertained in any case by this Academy.
24. A blacklisted Contractor by any Government/semi Government Department shall not be eligible to enter into a contract with the Academy even if inadvertently his BID may have been accepted. Also, if any proof of blacklisting is found against the Contractor at any time during the currency of the contract, Academy shall be within its right to terminate the contract forthwith and forfeit the Performance Guarantee and take such other steps to claim damages from the contractor for the breach of the contract, as may be considered necessary.
25. The contractor shall not employ any person who has not completed eighteen years of age.
26. 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 by the Contractor, there will not be any liability on the Academy.

27. Any person who is in Government service or an employee of this Academy should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
28. The Contractor shall indemnify the Academy against all other damages/charges for which the Academy 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 Academy 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.
29. Vehicles provided to the Academy 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.
30. The vehicles should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of NCT of Delhi/ Judgment/Order of any court including National Green Tribunal.
31. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.
32. 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 contractor.
33. **The dead mileage in any case should not be more than five Kms. one way.**
34. No advance payment shall be made to the Contractor in any circumstances.
35. The drivers deployed by the contractor shall maintain a separate log book for each vehicle.
36. The contractor while raising the bill should clearly mention that the rate charged/quoted are for petrol or diesel or CNG run vehicle.

## **15 MISCELLANEOUS:**

- 15.1 The Purchase Committee reserves the right to waive or alter any of the terms & conditions if it finds sufficient reasons to accept a tender having regard to the quality, standing of the Bidder in the market and other relevant conditions.
- 15.2 The Academy reserves the right to vary the numbers of vehicles hired as well as to relax the terms and conditions in the public interest.
- 15.3 Academy shall be within its right to issue any direction/instruction as may be considered appropriate by it to overcome any difficulty which may arise in carrying out the terms and conditions of the contract, ensuring however, that it may not result in any financial loss to the contractor.

## **16 INTERPRETATION OF THE TERM OF THE TENDER DOCUMENT/CONTRACT**

- 16.1 In case of any disagreement with regard to any matter relating to the interpretation of tender document and the contract the decision of the Academy shall be final.



16.2 **RESOLUTION OF DISPUTES**

In case of any dispute relating to any matter arising out of the contract executed between the parties, the contractor shall before taking any legal action approach the Chairperson of the Academy and in his absence Director (Administration) for amicable resolution of the dispute. In case the dispute does not get resolved, the dispute shall be referred for mediation/ conciliation to any of the established Mediation Centers in Delhi as may be agreed upon.

16.3 In case however, the dispute still does not get amicably resolved, the same shall be referred to an Arbitrator to be appointed at the sole discretion of the Chairperson of the Academy and in his/her absence by the Director (Administration).

**Designation of the Authorized Officer**\_\_\_\_\_ ,

**Name and Address of the Academy**\_\_\_\_\_ ,

\_\_\_\_\_ ,

\_\_\_\_\_ .

**PRICE BID**

**SUB: RATE CONTRACT OF HIRING OF 03 PRIVATE VEHICLES FOR THE USE OF OFFICERS OF DELHI JUDICIAL ACADEMY, NEW DELHI**

**SCHEDULE OF WORK**

Sl. No.	Place of requirement /reporting	Unit	Make/Model of the Vehicle	Mode of Fuel	Rates for monthly basis i.e. maximum 24 days in a month (2400 KM / 290 hours)	Rates for extra KM beyond 2400 KM in a month.	Rates for extra hour beyond 290 hours in a month.	Rates for extra days beyond 24 days
					In Figures	In words		
1.	Sector-7, Gurgaon	1						
2.	Sector-34, Noida	1						
3.	Indirapuram (Gaziabad)	1						
	<b>Total</b>							

**Quoted Rates shall be inclusive of all taxes and duties.**

**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 bidder may quote the rates accordingly taking into consideration this aspect. The columns shall be clearly filled in ink legibly or typed. The Bidder should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the Bidder shall disqualify the tender. The Bidder shall take care that the rate and amount may be written in such a way that interpolation is not possible.**

**TECHNICAL BID FORM**

SN	Particulars	Details
1.	Name(s) & Address(s) of partnership firm/proprietorship firm/ Company	
2	Name(s) & Address(s) of the Partner(s)/Proprietor(s)/Director(s)  Telephone Nos. &  Email ID	
3	Date of establishment/Registration No.	
4	PAN No	
5	Copy of Service Tax Registration No.	
6	Income Tax Return for Assessment Year <b>(Documentary evidence to be attached)</b>  2014-2015  2015-2016  2016-2017	
7	Copies of audited balance sheets corresponding to the Income Tax Assessment Years 2014-2015  2015-2016  2016-2017.	
8	Copies of documents in support of eligibility as referred to in <b>Para No 8.1.1</b>	
9	Copies of documents in support of eligibility as referred to in <b>Para No 8.2.1</b>	

10	Copy of letter of Authority, authorizing a person (s) to represent the Bidder during the tendering process giving his/her full name, designation, address, contact no and attested passport size photograph.	
11	EMD details (Amount, name of the Bank, Branch, FDR/Bankers Cheque No. and Date)	

**Acceptance of Terms & Conditions**

I/we hereby certify that I/we have gone through the terms & conditions and have understood the same and I/We do undertake to comply with the same.

Signature of owner/partner/authorized signatory

with address & telephone no.

with seal of the firm/company & Date

witnesses:-

**DELHI JUDICIAL ACADEMY**

Integrated Complex for Delhi Judicial Academy & National Law University Delhi  
Sector-14, Dwarka, New Delhi-110078  
Ph. 28036683, 28036684

Website: [www.judicialacademy](http://www.judicialacademy); E-mail: [dja@nic.in](mailto:dja@nic.in)

**FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_ day \_\_\_\_\_ (Month)\_\_\_\_\_(Year) Between Delhi Judicial Academy, DJA & NLU integrated Complex, Sector-14, Dwarka, New Delhi (hereinafter called “the Academy” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND M/s .....through ....., authorized representative (hereinafter called “the Contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing three vehicles on hire to the Academy.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the tender document including the Terms and Conditions of contract (part 14) of NIT
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract;
  - b. Notice inviting Tender including Terms & conditions of contract (part 14), Price Bid and Technical Bid.
  - c. Addendums, if any; and
  - d. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Academy to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Academy to execute and commence providing the vehicles on hire w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the Tender Document.
4. The Academy hereby covenants to pay the Contractor in consideration of the execution and completion of the services as per this Agreement and tender document, the contract price of Rs. \_\_\_\_\_ ( \_\_\_\_\_ Rupees in words) being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times and in manner prescribed by the Contract.

WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Agency

For and on behalf of the Academy

(Signature )

(Signature)

.....

Stamp/Seal of the Agency  
New Delhi

**Chandrasen Kumar,**  
Chief Administrative Officer  
New Delhi

Name

By the said **Chandrasen Kumar,**

Name on behalf of the Agency  
in the presence of :

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_

Name on behalf of the Academy  
in the presence of :

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_

**Annexure IV**

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (hereinafter called the “Bank”) of the one part and Delhi Judicial Academy (hereinafter called the “Academy”) of the other part.
2. WHEREAS the Academy has awarded the contract for hiring of three vehicles for Rs. \_\_\_\_\_ (Rupees in figures and words) (hereinafter called the “contract”) to M/s \_\_\_\_\_ ( Name of the contractor) (hereinafter called the “contractor”).
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Academy a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Academy the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Academy, the Bank is engaged to pay the Academy, any amount up to and inclusive of the aforementioned full amount upon written order from the Academy to indemnify the Academy for any liability of damage resulting from any defects or shortcomings of the Contractor under the Contract mentioned above, whether these defects or shortcomings are actual or estimated or expected. The Bank will deliver the money required by the Academy immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings of the Contractor. The Bank shall pay to the Academy any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of eighteen months from the date of signing. The same shall be further extendable for such period for which the contract may be extended.
7. At any time during the period in which this Guarantee is still valid, if the Academy agrees to grant a time of extension to the contractor or if the contractor fails to provide services as stated in the contract, or fails to discharge himself of the liability or damages as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Academy and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Academy in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Academy for the payment hereof shall in no way relieve the Bank of its liability under this deed.
10. The expressions “the Academy”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_(Month)\_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank.  
Signature of authorized Bank official

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
I.D. No. \_\_\_\_\_  
Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-1.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Witness-2.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_