

Tender No.: "BRC/GEN/Vehicle Hiring/2019-20/59"

डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.

Dedicated Freight Corridor Corporation of India Ltd.

(भारत सरकार का उपक्रम)

(A Government of India Enterprise)

, 4th Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.)

Channi Jakat Naka, Vadodara – 390 002



डेडीकेटेड फ्रेट कोरीडोर

Tender No.: "BRC/GEN/Vehicle Hiring/2019-20/59"

E-Tender DOCUMENT

Name of Work : Hiring of "FIVE (5) number of commercial Field Vehicles i.e. Mahindra Marrazzo, Honda BRV or similar model in Price (with central locking system & rear camera for parking) for a period of Thirty Six months for use in the jurisdiction of Chief General Manager, DFCCIL, Vadodara."

Non-Transferable

Tender Fee /Cost of Tender Document : Rs.5,900.00 (Including 18% GST)

Issued by:

Chief General Manager

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

**4th Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.,
Office) Channi Jakat Naka, Vadodara – 390 002**

(Visit for uploading at www.tenderwizard.com/DFCCIL)
(For viewing e-tender visit www.dfccil.gov.in & www.eprocure.gov.in.)



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Dedicated Freight Corridor Corporation of India Ltd.

(भारत सरकार का उपक्रम)

(A Government of India Enterprise)

4th Floor, A Block, Narmada Nahar Bhavun

(Sardar Sarovar Narmada Nigam Ltd. Office), Channi Jakat Naka, Vadodara - 390 002

Forwarding letter by Tenderer

To,
The Chief General Manager
DFCCIL,
Vadodara

Tender No.: "BRC/GEN/Vehicle Hiring/2019-20/59"

Name of Work : Hiring of "FIVE (5) number of commercial Field Vehicles i.e. Mahindra Marrazzo, Honda BRV or similar model in Price (with central locking system & rear camera for parking) for a period of Thirty Six months for use in the jurisdiction of Chief General Manager, DFCCIL, Vadodara."

1. I/We have read the various condition of tender attached here with and hereby I/We agree to abide by the said conditions. I/we also agree to keep offer valid for acceptance for a period of **90 days** from the date fixed for opening the same and if required, the period can be extended as per para 3.5.1 of Section 3. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General condition of the contract and to carry out the work according to special conditions as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of Rs.2,08,874.00 (Rupees Two Lakh Eight Thousand Eight Hundred Seventy Four Only) has been forwarded as Earnest Money Deposit. The value of the Earnest Money Deposit shall stand forfeited without prejudice to any other rights or remedies if:
 - (i) I/We do not execute the contract agreement within **7 days** of issue of the acceptance letter by the DFCCIL Administration that such documents are ready.
OR
 - (ii) I/We do not commence the work within **15 days** after receipt of orders to that effect.
3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Instruction to bidders for Online bidding

SECTION: 1

General:

Submission of Online Bid is mandatory for this Notice Inviting E-Tender. E - Tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL has decided to use the portal (<http://www.tenderwizard.com/DFCCIL>) of M/s. ITI a Government of India Undertaking. Benefits to Suppliers / service providers are outlined on the Home page of the portal.

Instructions:-

1. Online Bidding Methodology:

Online Bid System

2. Broad outline of activities from Bidders perspective:-

- a. Procure a Digital Signature Certificate (DSC)
- b. Register on Electronic Tendering System (ETS)
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on (ETS)
- e. Download Official copy of Tender Documents from ETS.
- f. Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
- g. Bid Submission on ETS: Prepare & arrange all documents/paper for submission of bid online and tender fees & EMD deposit on offline.
- h. Attend Public Online Tender Opening Event (TOE) on ETS.
- i. Post TOE clarification on ETS (Optional) Respond to DFCCIL's post - TOE queries.
- j. Attend Public Online Tender Opening Event (TOE) on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1: - It is advised that all the documents to be submitted (See clause 2 & 3 of section Notice Inviting E - Tender) are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2: - While uploading the documents it should be ensured that the file name should be the name of the document itself.

3. Digital Certificate:

For integrity of data and its authenticity / non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (refer <http://www.cca.gov.in>).

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4. Registration:

The E-Tender documents can be downloaded from the website: www.tenderwizard.com/DFCCIL and to be submitted in the e - format. Cost of the Tender Documents and Bid Deposit/EMD have to be submitted to DFCCIL's office, Vadodara in the form of Pay Order's, Demand Draft, Banker's Cheque, or FDR payable as per SECTION 2 and, as per the address and before the scheduled date and time of submission mentioned in Section-2 of the tender document otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender documents from the website to keep themselves abreast of such amendments before submitting the tender documents.

Intending bidders are requested to register themselves with M/s. ITI through www.tenderwizard.com/DFCCIL for obtaining user - ID, Digital Signature etc. by paying Vendor registration fee and Tender processing fee (Non Refundable) for participating in the above mentioned tender.

5. DFCCIL, has decided to use process of E - Tendering for inviting this tender and thus the physical copy of the tender documents would not be sold / accepted.

6. To participate in E-tender, it is mandatory for Tenderer (S) to get themselves registered with the Tender Wizard and to have user ID & Password. Payment of registration fee can be done through www.tenderwizard.com/DFCCIL:-

Help desk	
Telephone / Mobile Number	Shri Arvind Ojha 08000096726 Email ID- twhelpdesk636@gmail.com Shri Suraj-09599653865/011-45424365

DFCCIL Contact -1	
DFCCIL Contact Person	Shri Saurabh Verma
Telephone / Mobile No.	8511216157
E - mail ID	sverma@dfcc.co.in
DFCCIL Contact -2	
DFCCIL Contact Person	Shri Rakesh Sharma
Telephone / Mobile No.	8511169047
E - mail ID	rsharma@dfcc.co.in

7.0 :- The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signature Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (DFCCIL should not be responsible any problem arising out of internet connectivity issues).

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8.0 Method for submission of bid documents

In this TENDER the bidder has to participate in e-bidding online only except to some documents to be submitted physically offline as mentioned below:

- 1) Cost of Bid Document
- 2) Bid Deposit / EMD

9.0:- DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION :-

The bidder shall furnish, as part of his bid document establishing the bidders, eligibility as per Tender Conditions and upload the document. All these documents should be numbered, stamped & signed by bidder in each page.

- 9.1 The tenderer shall drop the Payment of Bid Deposit/EMD and Cost of Tender Document in the tender box at DFCCIL office, Vadodara payable as per SECTION 2, as per the address and before the scheduled date and time of submission mentioned in Section-2 of the tender document otherwise the Bid will not be considered. The tender processing fees as per applicable rate payable through the e - payment gateways to ITI limited are Non refundable.
- 9.2 Tender documents (s) in original, duly filled in and signed by bidder or his Authorize representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.
- 9.3 Copy of PAN card
- 9.4 The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- 9.5 In case of proprietorship firm bidder will submit and affidavit, attested by Notary Public that "I am a sole proprietor of the firm _____" in case of _____ proprietorship firm on Non judicial stamp paper of Rs.100.00.
- 9.6 Bidder's profile duly filled in, as .per section -III of tender document
- 9.7 Power of Attorney if applicable
- 9.8 Article of association and memorandum if applicable.
- 9.9. Copy of E.P.F. registration
- 9.10. Copy of ESI Certificate
- 9.11 Copy of GST registration no.
- 9.12 Certificate for non near relative in DFCCIL.
- 9.13 Copy of Udyog Aadhar Memorandum (UAM) number issued by ministry of MSME. (If applicble)*
- 9.14 Declaration for website downloaded & non tampering of tender documents (Annexure – iv)
- 9.15 Declaration regarding Blacklisting / Non Blacklisting (Annexure – v)
- 9.16 Certificate of NO Relative (Annexure – viii)
- 9.17 Performa of Affidavit (Annexure – vii)

Note: -Any discrepancy found in the downloaded tender document submitted by the bidder compared to uploaded tender document, the tender document uploaded by the DFCCIL will be treated as valid and any changes (found in the tender document submitted by the bidder) at any

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stage, will be treated as fraud done to the DFCCIL, and will be liable to cancellation of agreement done (if any) and appropriate action will be taken against the bidder.

Note: The Bidder has to upload the Scanned copy of all above of said documents (as applicable) during Online Bid submission.

10.0 Price schedule

Utmost care may kindly be taken to upload price schedule. Any change in the format of price Schedule file shall render it unfit for bidding. Following steps may be followed

- i) Down load price schedule part.
- ii) Fill rates in down loaded price schedule.
- iii) Save filled copy of downloaded price schedule file in your computer and remember its Name & location for uploading correct file (duly filled in) when required.
- iv) Tenderer(S) should download 'financial_ offer xls' file, quote their rates in the applicable field and save it. Tenderer(S) can upload the filled up financial_ offer xls' file. Name of the downloaded financial_ offer xls' file must not be changed.

Other instructions

For further instructions, the vendor should visit the portal (www.tenderwizard.com/DFCCIL), and login to it and upload documents of bid.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links and take appropriate action.

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SECTION: 2

**Dedicated Freight Corridor Corporation of India Ltd.
(A PSU under Ministry of Railways.)**

NOTICE INVITING TENDER

Tender No. No. "BRC/GEN/Vehicle Hiring/2019-20/59

"Chief General Manager/Vadodara invites sealed E-Open Tender single packet system on behalf of DFCCIL for the work as under: -

1	Tender No.	"BRC/GEN/Vehicle Hiring/2019-20/59"
2	Name of work	Name of Work : Hiring of "FIVE (5) number of commercial Field Vehicles i.e. Mahindra Marrazzo, Honda BRV or similar model in Price (with central locking system & rear camera for parking) for a period of Thirty Six months for use in the jurisdiction of Chief General Manager, DFCCIL, Vadodara."
3	Duration of Contract	Thirty Six Months
4	Estimated Cost of work	Rs.1,04,43,660.00
5	Type of BID	Single packet open e-Tender
6	Tender Fee/Cost of Tender Document	Rs.5900.00 (Including 18% GST), To be paid by Banker's Cheque/Demand Draft/Pay Order in favour of "Dedicated Freight Corridor Corporation of India Limited" payable at Vadodara. (Non Refundable)
7	Bid Deposit/EMD	Rs.2,08,874.00 To be paid by Banker's Cheque/Demand Draft/Pay Order/FDR in favour of "Dedicated Freight Corridor Corporation of India Limited" payable at Vadodara.
8	Availability of Bid documents from	From 10:00 Hrs of 06.06.2019
9	Download bid document up to	14.30 hrs of 28.06.2019
10	Last date & time of online submission of Bid	Upto 15.00. hrs. on 28.06.2019
11	Date & time of online Opening of bid	15.30 hrs. on 28.06.2019
12	Validity of offer	90 (Ninety) days from the opening of tender
13	Address of Communication	Office of The Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, 4th Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd. Office), Channi Jakat Naka, Vadodara-390024

E-Tender document should be downloaded from www.tenderwizard.com/DFCCIL up to 14.30 hrs of **28.06.2019** Rs.5900.00 (Including 18% GST) towards tender fee & Rs.2,08,874.00 towards EMD, payable as per SECTION 2 and these payments must be issued by any Nationalized / Scheduled Bank to be deposited in the tender box kept in DFCCIL unit office Vadodara, as per the address and before the scheduled date and time of submission mentioned in Section-2 of the tender document otherwise the Bid will not be considered/ shall be summarily rejected.

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The E - Tender document is also be available (for viewing only) from company's website www.dfccil.gov.in & www.eprocure.gov.in.

No tender document will be available offline. Downloading tender documents online and submission of tenders online is mandatory for this tender.

Note :- Any further Addendums/Corrigendum for this tender will be posted in www.tenderwizard.com/DFCCIL , www.eprocure.gov.in & www.dfccil.gov.in only tendering portal website only. Interested bidders are advised to check website for any Addendums / Corrigendum.

Information and Instruction to Tenderer(s)

3.1 INFORMATION

- 3.1.1 E-Tender has been invited under 'Single Packet' system.
- 3.1.2 The Tenderer(S) can download the Bid document online from the website address www.tenderwizard.com/DFCCIL as per the timings mentioned in SECTION- 2 of the bid document.
- 3.1.3 Tender documents are also available (for viewing only) on the official web site i.e. www.dfccil.gov.in & www.eprocure.gov.in.
- 3.1.4 The entire bid document duly filled signed & stamped shall be scanned & uploaded online on the E-Tender website. Tender document shall be accompanied with the copy of Bid deposit in proper form, document about the status of the firm such as Partnership deed etc., power of Attorneys; documents in support of the of the Tenderer(S)/all the documents mentioned in Annexure IV.
- 3.1.5 All Tenders shall be uploaded in accordance with the instructions contained in these documents (hereinafter called as tender documents). Non - Compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- 3.1.6 A firm should submit only one offer against the E-Tender. In case, a firm submits more than one Tender, such firm will be disqualified.
- 3.1.7 In preparing the Proposal, Tenderer(S) are expected to examine all terms and conditions included in the document. Failure to provide all required information will be at own risk of the Tenderer(S) and will result in rejection of the proposal submitted by the Tenderer(S).
- 3.1.8 If the Tenderer(S) deliberately gives/give wrong information in his / their tender or creates circumstance for the acceptance of this / their tender, the DFCCIL reserves the right to reject such tender at any stage.
- 3.1.9 The proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(S) the Proposals.
- 3.1.10 While quoting the online rates in bid sheet provided on website www.tenderwizard.com/DFCCIL Tenderer(S) are expected to take into account the requirements and conditions of the tender documents.
- 3.1.11 A master copy of the documents downloaded from the website mentioned above shall be kept in the tender file, in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the Tenderer(S). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also prepared on the basis of master document kept in the office of tender inviting authority.
- 3.1.12 The Tenderer(S) downloading the documents from internet must keep themselves updated through the website from which the tender documents is downloaded regarding corrigendum, if any, to the notice inviting tender or the tender documents, which shall be uploaded in the same website only. The offers received without such corrigendum published shall be liable to be rejected.

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- 3.1.13 Any willful charges/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/award of tender or after award of work and the same may result in penal action such as termination of contract, banning of further business with the defaulting Tenderer(S) are liable to be prosecuted as per law.

3.2 SUBMISSION OF TENDER

- 3.2.1 All Tenders shall be submitted online.
- 3.2.2 Venue of submission of tender: - No tender will be accepted/received offline or in any office of DFCCIL.
- 3.2.3 The mandatory sealed & signed all documents should be uploaded online not later than date and timings mentioned as in NIT in SECTION - 2 of the tender document.
- 3.2.4 The box kept for deposit of Tender Fee & Bid Deposit will be sealed on the date and closing timing mentioned as in NIT Sr. No. 10 of Section-2 of the tender document.
- 3.2.5 Any of the E-tender, Tender fee and Bid Deposit received late (i.e after prescribe date and time as per Sr. No. 10 of Section-2) then their participation in tender process is liable to be rejected summarily.

3.3 TENDER OPENING

- 3.3.1 Date and time of online opening of the tender: - As indicated in Sr. No. 11 of section-2 of the tender document.
- 3.3.2 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever.

3.4 GENERAL INFORMATION

- 3.4.1 Tender document is non-transferable. Tenders received from Tenderer(S) in whose name documents have been uploaded/offered shall only be considered.
- 3.4.2 No extension in the Tender due date shall be Considered on account of internet speed or any technical fault.
- 3.4.3 Online Issuance of tender document does not automatically mean that such parties are considered qualified.
- 3.4.4 The agency selected will be awarded the work for the period specified vide item No.3 of Section - 2 of the tender documents.
- 3.4.5 DFCCIL reserve the right to modify, extend, restrict, scrap, re-float the tender without assigning any reason

3.5 VALIDITY OF PROPOSAL

- 3.5.1 The Tenderer(S) shall keep their offer open for a minimum period of 90 days from the date of opening of the Tender, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the Tenderer(S) liable for forfeiture of his bid deposit. The tenderer (s) cannot withdraw their offers within the period of validity / extended validity

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3.6 TENDER FEE

- 3.6.1 The original pay orders/demand drafts/Banker's Cheque against the Tender Fees/Cost of Tender Document from any Nationalized Bank or a Scheduled Bank in favour of Dedicated Freight Corridor Corporation of India Limited payable at Vadodara to be deposited in the tender box kept in DFCCIL office as per the address and before the scheduled date and time of submission mentioned in Section-2 of the tender document otherwise the Bid will not be considered/ shall be summarily rejected. The scanned copy of the same (as specified in Section-3 para 3.1.5 & 3.1.6 of the tender document) is to be uploaded online.
- 3.6.2 As the documents downloaded from internet, cost of tender document from as specified in Section-2 of the tender document shall be submitted separately in DFCCIL, Vadodara office as per address given in Section-2.
- 3.6.3 Offers without valid Tender fee will be summarily rejected.
- 3.6.4 For MSEs registered Vendor: - In pursuance of the public procurement policy on MSE, MSEs in compliance with the item tendered in clause 4.17 of General Terms and Conditions of Contract, MSME registered vendors will be exempted from payment of Tender Fee.
- 3.6.5 The tenders without valid EMD shall be summarily rejected.

3.7 BID DEPOSIT/ Earnest Money Deposit (EMD)

- 3.7.1 The tender will be entertained only if a sum specified in NIT as per Sr. No. 7 of Section 2 of the tender documents as bid deposited in the form of pay orders, demand drafts, Banker's cheque or FDR from any Nationalized Bank or a Scheduled Bank. Earnest Money Deposit shall be in favour of DFCCIL payable at Vadodara and duly discharged after affixing the revenue stamp on reverse side of the receipt and duly signed on it and dropped in the box kept in DFCCIL office as per address given in Section-2.
- 3.7.2 The tenders without valid EMD shall be summarily rejected.
- 3.7.3 If the tender is accepted, the amount of Bid deposit will be retained as Retention Money for the due and faithful fulfillment of the contract. This amount of retention Money shall be forfeited if the Tenderer(S)/Contractor(S) fail to execute the Agreements Bond within 07 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the ordered to that effect.
- 3.7.4 The Bid deposit of all unsuccessful Tenderer(S) except that of the successful Tenderer(S) will be discharged/returned after the award of the contract. The Bid deposit of successful Tenderer(S) will be adjusted against the Retention Money amount. No interest will be paid by DFCCIL on the above Bid deposit amount.
- 3.7.5 For MSEs registered Vendor: - In pursuance of the public procurement policy on MSE, MSEs in compliance with the item tendered in clause 4.17 of General Terms and Conditions of Contract, MSME registered vendors will be exempted from payment of Earnest Money Deposit (EMD).

3.8 FIRM DETAILS, SIGNATURE OF TENDERS & DOCUMENTARY PROOF

- 3.8.1 The Tender must contain the full name, designation and complete address of the place of business of the person(S) signing the Tender. Tender(S) shall furnish

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"BRIEF DETAILS OF THE TENDERER(S)"

- 3.8.2 The tender shall be signed by the individual or individuals legally authorized to enter into contract on behalf of the tenderer (s). Any individual or individuals signing the tender documents or other documents should specify whether he is signing as:-
- a) As a Sole Proprietor of the firm Attorney of the Sole Proprietor; or
 - b) As a Partner of Partners of the firm; or
 - c) As a Director Manager or Security in a Limited Company etc.

3.9 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

- 3.9.1. The bidder shall quote rates only **in the column prescribed for the Rates**, which is provided separately as a part of this document. Rates shall include all the cost of vehicle, fuel, lubricants, maintenance, driver, insurances & all tax liabilities including GST etc except, Parking charges, Toll tax & interstate entry tax which will be paid extra (reimbursed) by DFCCIL after production of documents in proof of having submitted the same. All other various taxes by central govt./ state govt./ local bodies as applicable at the time of the opening of the tender shall be included for in the rates.
- 3.9.2 Taxes, if any, levied after opening of the tender will be borne by DFCCIL and will be reimbursed after production of documents in proof of having submitted the same. General and Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.

3.10 PROPOSAL EVALUATION:-

- 3.10.1 A single stage procedure shall be adopted in evaluating the proposals.
- 3.10.2 The work will be awarded to the lowest bidder who fulfill all requisite qualification as per tender documents.
- 3.10.3 The proposal of the tenderer will be assessed only based on the information / documents uploaded / submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the tenderer if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the tenderer will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the proposal.
- 3.10.4 The proposals shall be opened on line.

3.11 SIGNATURE ON BIDS & DOCUMENTARY PROOF.

The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. Tender(s) shall furnish "**BRIEF DETAILS OF THE BIDDER**"

3.12 PARTNERSHIP DEED

- 3.12.1 The tender shall clearly specify whether the tender is uploaded / submitted on his own behalf or on behalf of partnership concern. If the tender is uploaded/ submitted on behalf of partnership concern, tenderer shall submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been uploaded/submitted by individual signing the tender documents. DFCCIL will not

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be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

3.12.2 The tenderer/s whose tender is accepted will be required to appear at the office of the **Chief General Manager, DFCCIL, Sardar Sarovar Narmada Nigam Ltd., 4th Floor, A Block, Narmada Nahar Bhavan, Channi Jakat Naka, Vadodara – 390 024**, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the **full value of the Earnest Money Deposit accompanying the tender shall stand forfeited.**

3.12.3 In the event of any tenderer/s whose tender is accepted, is refusing to execute the Contract documents as herein before provided, DFCCIL may determine that such tenderer/s has/have abandoned the contract and there upon his/their tender and the acceptance there of shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the earnest money deposited by the tenderer.

3.13 SECURITY DEPOSIT

3.13.1 The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, will be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

3.13.2 Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery /mode of recovery shall be as under:

3.13.3 Security Deposit for each work shall be 5% of the contract value

3.13.4 The rate of recovery shall be at the rate of 10% of the bill amount till the full security deposit is recovered,

3.13.5 Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.

3.13.6 The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after the successful completion of work.

3.13.7 No interest will be payable upon the Earnest Money Deposit, Security Deposit or any other amounts which are payable to the Contractor under the Contract.

3.14 Tender documents are not transferable.

3.15 Joint venture (JV) firms are not allowed to participate in this tender.

3.16 CHECK-LIST

The bidders are requested to duly fill in the checklist as per **Annexure-IX**. The checklist is only a reminder of certain important items, to facilitate the tenderer. This, however, does not relieve the bidder of its responsibility to make sure that his proposal is otherwise complete in all respects

GENERAL TERMS AND CONDITIONS OF CONTRACT

4.1 DEFINITION OF TERMS

- a. "Contract Documents" shall mean the bid document containing Instructions to bidders about the General Terms and conditions of Contract, Special Conditions of Contract, Contracts proposal, minutes of clarifications to the extent they have been accepted by DFCCIL prior to the Award of the contract and Contract Agreement. A Performa of the agreement to be executed between DFCCIL and the contractor is given at the end of this section.
- b. "Contractor/Agency shall mean the bidder whose bid will be accepted by DFCCIL and shall include such successful bidder's legal representatives, successors and permitted assigns, from time to time for the purpose of the contract.
- c. "Letter of Award" shall mean the official notice issued by the DFCCIL notifying the contractor that his proposal has been accepted.
- d. "Officer in Charge" shall mean designated authorized DFCCIL officer dealing with the performance and operations of the contract.

4.2 CONTRACTOR'S AGENTS/EMPLOYEES

No other person except Contractor's authorized representative shall be allowed into DFCCIL premises and they shall not do any private work other than their normal duties. Contractors shall be directly responsible for any/all disputes arising between him and his personnel and keep DFCCIL indemnified against all losses, damages and claims thereof.

The personnel engaged by the contractor shall be on the duty of the contractor/agency and under no circumstances shall be deemed to be on the duty of DFCCIL. DFCCIL shall have no relationship of Master and Servant or principal and Agent or nexus of any kind whatsoever with such staff deployed by the contractor/agency. Such staff shall not be entitled to claim any right, privilege or benefit from DFCCIL and in the event of any such claim, the contractor/agency undertakes to indemnify DFCCIL for any loss or damage, financial or otherwise.

The personnel engaged by the contractor shall be subject to security check by DFCCIL security staff while entering/leaving the premises. Such personnel shall have to abide by the instructions of the security staff and other officers of DFCCIL authorized in this behalf. Failure to faithfully follow instructions would be deemed infringement of tender conditions.

Contractor shall in no case lease/transfer/sublet/appoint caretaker for services without approval of DFCCIL, which DFCCIL in its discretion may or may not grant.

4.3 DURATION OF CONTRACT

The duration of the contract for work to be undertaken by the contractor is Three years (Thirty Six months) from the date advised by DFCCIL in the Acceptance Letter. In case of extension, the contractor shall be bound to provide the service in the extended period as per para 4.20 of Section-4 on the same terms and conditions.

4.4 AWARD OF CONTRACT

DFCCIL will intimate the award of Contract in writing to the successful bidder. The contract will be awarded to the qualified, experienced and responsive bidder offering the lowest price in conformity with the requirements of these documents and DFCCIL shall be the sole judge in this regard.

Notwithstanding anything contained herein without prejudice to its rights, DFCCIL reserves the right to award one or more than one tender in full or part as and when felt necessary without assigning any reason or to hire vehicles from agency/lies other than the empanelled agency, nearer to DFCCIL office or nearest point of start of travel in case the empanelled agency/lies fail to provide agreed quality of vehicles/services at the rate, terms and conditions of the contract. The bidders to whom this tender is to be awarded against the running tender / approved tender this new tender shall not be entitled to any compensation or consideration in case of such events. DFCCIL reserves the right of rejecting/accepting either the whole or any part of the proposal. The contractor shall be fully responsible and shall be bound to perform the job allocated to him at his quoted rates and terms and conditions that have been accepted by Agency.

DFCCIL reserves the right to assess bidder's capability and capacity to perform the contract from other sources, if the circumstances warrant such assessment in its overall interest.

4.5 TAXES, DUTIES, LEVIES ETC.

Contractor shall pay all income-tax, surcharge on Income Tax and any other Corporate Tax. Further, the contractor shall be liable and fully responsible for payment of all Indian duties, levies, and any other taxes attracted/assessed on him under the provisions of the Indian laws. DFCCIL shall not bear any tax liability under any circumstances whatsoever. Documentary evidence towards having paid the GST to the Govt. shall have to be produced by the contractor, if so required by DFCCIL.

DFCCIL shall deduct the applicable taxes as per the extent, as applicable from time to time, and the same shall be deposited to the concerned Govt. Authorities.

Any tax deductible by DFCCIL on account of extent laws shall be recovered from running bills of the contract.

4.6 TERMINATION OF CONTRACT

If at any time the contractor makes any default in proceeding with the work with due diligence and continues to do so even after the notice in writing is served on him or commits any default in complying with any of the terms and conditions even after the notice in writing is given on that behalf by the Officer-in-charge,. DFCCIL may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to DFCCIL by written notice, terminate the contract as a whole or a part of the Contract.

In such case, **DFCCIL** may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instruction as aforesaid to the entire satisfaction of the Officer-in-charge/his representative, **DFCCIL** shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

4.7 EFFECT AND JURISDICTION OF CONTRACT

The contract shall be considered as having come into force from the date the agency is empanelled by DFCCIL.

The laws applicable to this contract shall be the laws in force in India. The Courts at Vadodara shall have exclusive jurisdiction in all matters arising out of and under this contract.

4.8 ARBITRATION

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996.

Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

4.9 INSURANCE

DFCCIL shall not entertain any claim arising out of mishap, if any, that may take place. The contractor shall be fully responsible for any loss or damage to the vehicle or occupants and shall be liable to pay full compensation for any injury or any other loss to passengers. DFCCIL shall neither be responsible nor liable to pay any compensation for injury/death caused to the operating staff in the event of any accident while on contractor's duty. In case of any third party claim against DFCCIL for any act of the employees of the contractor/agency, the contractor/agency shall act as guarantor and indemnify DFCCIL to the extent of all claims and expenses. The following insurance shall be maintained by the contractor at its cost

4.10 WORKMENS COMPENSATION INSURANCE

This insurance shall protect the contractor and DFCCIL against all claims applicable under the Workmen's Compensation Act 1948. This policy shall also cover the contractor against claims for injury, disability, disease or death of his or his sub-contractor's workmen which for any reasons are not covered under the Workmen's Compensation Act. The liability shall not be less than the statutory workmen's compensation provision and Employees liability provisions.

4.11 VEHICLE INSURANCE

The vehicles utilized under this contract must be fully and comprehensively insured covering the risk to the driver and all passengers also. The insurance shall protect the contractor and DFCCIL against all risk, claims for loss, injuries, disability, disease and death of members of public including DFCCIL men, and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such vehicles.

4.12 GENERAL LIABILITY INSURANCE

This insurance shall protect the contractor and DFCCIL against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission or commission on the part of the contractor, his agents/representatives and sub-contractors. This insurance shall also cover all the liabilities of the contractor arising out of the clause entitled 'Defense of Suits' under General Conditions of Contract.

The above are only an illustrative list of insurance covers normally required, and it will be the sole responsibility of the contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance of the contract.

4.13 DEFENCE OF SUITS

If any action in court is brought by a third party against DFCCIL or an officer or agent of the DFCCIL for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents / representatives or his sub-contractors, drivers or employees, the contractor/agency shall in all such cases be responsible and indemnify and keep DFCCIL and/or his representative harmless from all losses, damages, expenses or decrees arising out of such action.

4.14 PRICE VARIATION / REVISION

Revision of the fare due to increase/decrease in the Diesel prices shall be considered by DFCCIL if the increase/decrease announced by Govt. is 10% or more. In the event of increase/decrease in the price of fuel, the rates quoted will be proportionately increased/decreased by 1/4th of the percentage increase/decrease in the price of fuel. The variation (increase/decrease) of fuel price will initially be compared with the price of fuel on the date of commencement of contract. Subsequently, updated/modified rates will be considered for comparison. Contractor has to certify on monthly bill that there has been no decrease of 10% or more in the fuel prices during the period of the bill vis-a-vis prices of fuel at the time of last revision of rates. The price variation due to either increase or decrease of diesel prices will be paid on actual kms. runs during the month. If the vehicle runs less than the inclusive kms. i.e. 2500 kms. mentioned in para 1 (a) schedule of quantity then the difference of price variation will be paid on the actual kilometers run of vehicle during the said period.

4.15 Performance Guarantee (P.G.)

- a) On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of DFCCIL, Vadodara. The Performance Guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for the work.

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- b) This Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- c) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily. The security deposit, however, shall be released only after passing the final bill based on "No Claim Certificate".
- d) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be en-cashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is JV or a partnership firm, then every member/partner of such a firm shall be debarred from the participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- e) The DFCCIL shall not make a claim under the Performance Guarantee except for amount to which the DFCCIL is entitled under the contract (not withstanding and /or without to any other provisions in the contract agreement) in the event of: -

(i) Failure by the contractor to extend the validity of the Performance Guarantee as describe herein above, in which event the DFCCIL may claim the full amount of the Performance Guarantee.

(ii) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by DFCCIL.

The contract being determined or rescinded under provision of this contract, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

4.16 Force Majeure

During the continuance of this contract, if the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser as to whether the supplies/services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

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4.17 MSME

As advised by Ministry of Finance, Government of India vide Office Memorandum No. F.5/4/2018-PPD Dated 28/02/2018 and forwarded by Ministry of Railways vide letter No. 2016/PL/56/1 Dated 19/03/2018, the MSE Bidders must declare their Udyog Aadhar Memorandum (UAM) number issued by ministry of MSME on Central Public Procurement Portal (CPPP), in order to identify themselves as MSE Vendors, failing which they will not be able to enjoy the benefits as per Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012 dated 23.03.2012, issued by Ministry of MSME and as per Corporate Office, DFCCIL Letter No. HQ/GGM/Admin/MSME dated 28.03.2018. The MSE Bidders shall enclose the Documentary proof of the same.

The MSEs must also indicate the terminal validity date of their registration.

4.18 TENDERER(S)'S CREDENTIAL:

4.18.1 In support of their credentials, the Tenderer(s) should have to submit documents as stipulated in tender document along with their tenders.

4.18.2 THE TENDERER(S) SHOULD SATISFY THE FOLLOWING MINIMUM ELIGIBILITY CRITERIA AS UNDER:

1	The Tenderer(s) should have physically completed at the time of opening of tender in the last Three financial years (i.e. current year and three previous financial years). Similar nature of work of this tender is:-"Hiring of vehicle/vehicles in Government Organization/Public sector undertaking (PSU)."	At least one similar single work for a minimum value of 35% of advertised tender value of work. The work should be physically completed on or before the date of opening of tender.
2	The Tenderer(s) should have received a total contractual amount during the last three financial years and in the current financial year.	Should be a minimum of 150% of advertised tender value of work. In support of which, the attested certificate from Employer/ Client, TDS certificate/ Audited Balance Sheet duly certified by Chartered Accountant etc. to be submitted with the tender.

4.18.3 Tenderer(s) shall submit along with the tender, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & Tender conditions.

4.18.4 In reference to para 9.2.1 of the tender document, the Tenderer(s) will produce/attach the certificate of Work completion with the Tender Document as per Para 9.7 and such certificate should clearly brought out following details:-

- a) Name of Agency issuing a certificate.
- b) Date of issue of certificate.
- c) The name of work
- d) The Acceptance letter no.
- e) The date of issue of Acceptance letter.
- f) Agreement no.
- g) Date of execution of Agreement.

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- h) Date of original Completion of Work as per Acceptance Letter.
- i) Date of Actual completion of Work.
- j) The Amount of Work done as per Agreement (in Rupees).
- k) The Final Amount of Work at the time of Completion of Work (in Rupees).
- l) Whether the Work is completed satisfactory or not satisfactory.

4.18.5 In case the Tenderer(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, the offer shall be considered as in-complete and shall not be considered.

4.18.5 All photo copies should be enclosed with the tender form duly attested.

4.18.6 Certificates from Private individuals for whom such work are executed/being executed will not be accepted. The 'Organizations' other than 'Private Individuals' from whom certificates can be considered for evaluation for eligibility criteria, are as follows.

(a) Government Organization/Public sector undertaking (PSU).

4.18.7 The Bidder should submit an Affidavit that it has not been blacklisted for business by any Government Department/PSU and that in last three years to be reckoned from date of invitation of tender, there has not been any work cancelled against them for poor performance.

4.18.8 The tenderer with more than 5% of penalty levied in any of the past work of similar nature (**last 5 financial year including current financial year**) as per the record available in this office or document pertaining to minimum eligibility criteria, shall be considered poor performance and his offer shall be summarily rejected. The offer of tenderer with satisfactory performance in past should only be considered.

4.19 Format for submitting bid by the agencies :

Sr. No.	Particulars	Details		
1.	Name of agency (service provider)			
2.	Address with Telephone and Fax no.			
3.	Status of applicant (attach documentary evidence)			
4.	Types of the services provided (Experience certificates to be enclosed)			
5	Annual turnover of last three financial years (audited financial statement of last three financial years to be enclosed with Documentary evidence)	2015-16	2016-17	2017-18
6	EPF Establishment Registration No. (attach documentary evidence)			
7.	Establishment registration No. (attach documentary evidence)			
8	PAN No. (attach documentary evidence)			
9	GST Registration no. (attach documentary evidence)			

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10	Other registration details under other applicable labour laws. (attach documentary evidence)	
11	List of Clients along with their placement turnover in numbers. (last three years)	
12	Attach satisfactory performance report from existing clients from Govt./PSU.	
13	Executive Summary about the agency.	
14	Udyog Aadhar Memorandum (UAM) number issued by ministry of MSME. (If applicable)*	

4.20 **QUANTITY VARIATION:-**

The overall variation can be done $\pm 50\%$ of the contract value on same terms & condition of contract agreement with the discretion of DFCCIL. The change in the final agreement value may be due to change in quantity / period specified in the contract, individual items may vary more or less.

SPECIAL CONDITIONS OF CONTRACT

5.0 SCOPE OF WORK

- 5.1 The contractor will be required to provide Hiring of "FIVE (5) number of commercial Field Vehicles i.e. Mahindra Marrazzo, Honda BRV or similar model in Price (with central locking system & rear camera for parking) for a period of Thirty Six months for use in the jurisdiction of Chief General Manager, DFCCIL, Vadodara" perfect condition with fuel & other consumables, maintenance, well-behaved, uniformed drivers with valid driving license & valid papers of vehicle to DFCCIL on hiring basis. This number has been given for general guidance & may vary as per actual requirement.
- 5.2 Duration of the contract is for Three years (Thirty Six Months). However, same may be extended further on same rates, terms & conditions if so decided by DFCCIL as per para 4.20 of Section 4 (Quantity Variation).
- 5.3 Vehicles will normally be hired on monthly basis. In emergent situations, contractor may be asked to provide the vehicles on daily basis (day to day basis).
- 5.4 The vehicles shall be available to the DFCCIL/nominated official with driver, fuel, Engine oil etc., round the clock, as and when required on all days of week irrespective of holidays. Normally, vehicle will be required for 12 (twelve) working hours a day. However, due to urgency and requirement of work, it may be extended beyond 12 hours. Thus, for 26 working days per month, there will be normally total 312 working hours per month. In case, vehicle is used for more than 312 hours in a month, overtime at the accepted rate for additional hour or part thereof is payable. In case vehicle is required in the night hours, driver shall report with the vehicle within 2 hours of having received the intimation.
- 5.5 The normal area of duty of the vehicle will cover the entire Gujarat State. But, Official using vehicle, can ask to move beyond Gujarat state also, the inter state Road tax if so will be borne by DFCCIL. No excuses are accepted, if DFCCIL official instructed to go to any feasible place within the country.
- 5.6 All kinds of repairs/maintenance costs, charges of fuels, oil, lubricant, mobile phone charges, fee towards licenses/registration taxes, challans, salary/overtime of the driver, insurance premium, medical bills etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration.
- 5.7 DFCCIL will not provide any accommodation to driver. Driver himself shall arrange Boarding/Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.
- 5.8 Vehicle shall be used on any type of road i.e. Kuccha / Pucca including along the railway track as per direction of official using the vehicle.
- 5.9 The rate quoted in the schedule shall be inclusive of all charges and all taxes leviable by the State/Central Government including GST except, Parking charges, Toll Tax & inter state entry tax which will be reimbursed by DFCCIL based on documentary evidence furnished by the contractor.
- 5.10 Rates are inclusive of salary of driver and other benefits as admissible to driver, diesel, and lubricants as and when required for running of vehicle, repair and

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maintenance etc

- 5.11 The agency shall give consent in a mandate form for receipt of payment through ECS/RTGS/NEFT. Charges if any will be on account of the contractor. The agency shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name. Branch name & address, Account type, Account Number, Bank & Branch code as appearing on MICR cheque issued by the Bank. In case where ECS/NEFT facility is not available, payment shall be released through cheque.
- 5.12 If a vehicle is out of order or under schedule maintenance or vehicle not reported on duty, the contractor shall provide the replacement (of same category) within a reasonable time (1 hr in case of vehicle is in city limits of hired place & 2 hrs in case of Outside of city limits of hired place), failing which the user will be entitled to hire any vehicle and the amount thus incurred shall be recovered from the running bill of the contract in addition to no payment of per day hire charges.
- 5.13 Punctuality in attendance and disciplined behavior is of utmost importance for the driver. In case driver is not found to the satisfaction of DFCCIL officials/officers the same shall be changed by the contractor within 5 days, failing which penalty of Rs.1000.00 will be imposed every day after 5 th day.
- 5.14 Further, during emergencies, the driver shall report for duty within 45 minutes even during his off hours, on call, failing which a penalty of Rs. 1000.00 will be imposed & to be recovered from running bill of the contract.
- 5.15 Vehicle will be required generally for 12 hours every day, which will normally be from 09.00 to 21.00 hrs. Accumulation of hours on the monthly basis which will be 312 hours, However, occasionally timings may vary which will be intimated a day in advance. Tenderer should provide 24 hours contact number on which such information can be given. Further the driver of the vehicle should be provided with a mobile phone having both incoming and outgoing facility at contractor's own cost.
- 5.16 Vehicle shall have to report at mentioned place and time. Any delay in reporting will be considered as absence for the day. Nominated place may be changed once in a month, if required.
- 5.17 In case of vehicle not turning up for duty any day, an amount equivalent to one vehicle day will be recoverable from the running bill of the contract in addition to Rs.1000/- (one thousand) per day penalty will also be imposed.
- 5.18 Changing of driver/vehicle is not permitted. Although if necessary then prior written approval of DFCCIL should be sought with justification. And if change is granted then an amount of Rs 1000.00 shall be charged for change of driver/vehicle. If driver/vehicle is changed without written approval then, penalty of Rs.2000.00 per incident will be imposed. Temporary change is permitted for maximum 1 week with the consent of officer using vehicle.
- 5.19 The Contractor shall be completely responsible for safe running of vehicle. DFCCIL will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver.
- 5.20 Contractor shall have to maintain log book in Performa duly approved by official in charge which shall have to be filled daily and presented to DFCCIL's authorized representative for signature. Timing and Kilometer reading shall be noted every day at the time of reporting at nominated place and release from same place.
- 5.21 DFCCIL may provide open parking space but parking shall be purely at Contractor's risk.

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- 5.22 Payment of hiring charges will be made once in a month in the form of RTGS/NEFT on submission of complete set of bills (along with all related document of vehicle provided) and after the due verification of log book / original parking receipt / original toll receipt.
- 5.23 Minimum wages and other statutory obligation should also be complied by the contractor at his own cost.
- 5.24 Driver should have a valid driving license (LMV Taxi) and the vehicle should be insured against accidents etc. as per rules and statutory obligations.
- 5.25 DFCCIL in no case is responsible for any legal matter arising of any State/Central Government laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.
- 5.26 Distance travelled by vehicle from garage to point of duty & back will not be counted towards the payment. The user at his discretion may instruct the contractor to park the vehicle at user's residence after the duty hours. No mileage will be claimed for drivers' lunch / breakfast or going for refueling of petrol / diesel etc.
- Vehicle shall always have sufficient diesel as official can instruct to move outstation on short notice. It is to be ensured that the fuel tank of the vehicle must have more than ½ of its capacity while reporting to duty in morning.
- 5.27 During the currency of contract, the vehicle provided cannot be used for any other purpose except for DFCCIL. If found, then Rs 1000.00 shall be deducted on each occasion.
- 5.28 The month shall be reckoned from first date on which the vehicle is put in to the service and no deductions or additions will be made for number of days being more of less than 30 in a month. (e.g. of the vehicle is put in to service for the first time on 15th August the month will be from 15th August to 14th September, 15th September to 14th October and so on).
- 5.29 One hour is of 60 minutes for the purpose of payment and a fraction up to 30 minutes shall not be taken in to account and more than 30 minutes shall be considered as an hour. In case of breakdown of the vehicle en-route during the course of operation, contractor has to provide a suitable substitute vehicle within two hours plus reasonable running time from the garage of contractor to the place of breakdown failing which a recovery of double the daily rate will be made.
- 5.30 Good quality seat covers (cotton/fabric) shall be provided and the same will be regularly cleaned by the contractor at his own cost. Vehicle will be kept properly cleaned daily.
- 5.31 In case the driver has to make a night halt outside the place where vehicle is based the night allowance shall be payable at Rs. 150.00 per night.
- 5.32 The agency shall submit the bills in duplicate, to the CPM/DFCCIL/Vadodara office along with the log book for the period. Bills having cutting & overwriting shall not be entertained unless authenticated by the user. No advance payment shall be made under any circumstances. The documents related to vehicle provided should be submitted by the contractor. During the currency of contract if any vehicle is required to be changed, documents of such vehicle should also be submitted.
- 5.33 INDEMNITY:- The contractor shall at all times indemnify to the DFCCIL administration against all claims which may arise due to accident or otherwise or due to breach of the terms and conditions mentioned herein and owing to any sort of act of commissions on the part of the contract during the currency of this contract.
- 5.34 That the contractor agrees to indemnify to the DFCCIL administration against all claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's

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Compensation Act VIII of 1923 and the DFCCIL administration will be entitled to deduct from any sum of money due or payable to the contractor for the amount of compensation thus payable under the terms of Section-12 of the said Act together with all or any cost incurred by the DFCCIL administration in such connection and the contractor further agrees that the decision of the DFCCIL with respect to the amount of such indemnity shall be accepted by him finally.

5.2 VEHICLES

- 5.2.1 The vehicle provided shall be registered not **earlier than Three months from the date of opening of the Tender** and shall use diesel/ petrol/CNG only as fuel with proper entries in RC. If any vehicle provided to DFCCIL is found to be using any other fuel except the one declared, the Contract shall be terminated forthwith and further action will be taken under the terms and conditions of the contract.
- 5.2.2 The vehicles shall strictly comply with the provisions of pollution control , statutory regulation issued by State Transport Authorities/ Central Govt./other authorities etc. from time to time. Contractor shall ensure that the vehicles must have all relevant documents like Registration Certificate/Driving license/Insurance Cover/Road Tax Receipt /Permit, Pollution certificate etc. Driver shall be able to produce the documents as and when required from him. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Agency.
- 5.2.3 All the Vehicle(s) shall always carry first aid box and mandatory spares vis. Tool box/Kit, spare tyre etc. In case of noncompliance of any one of above, penalty of Rs.1000.00 should be levied on each instance. The contractor shall have time of one week for insuring the compliances, in case fail to do so, penalty as proposed above will imposed again.
The Contractor/service provider shall be responsible for complying with legal and labor provisions prescribed by Government of India which shall include Income Tax, Accidents, ESI, PF, Contract Labor and Abolition Act etc.
- 5.2.4 Vehicle shall be available for all the days of a month including holidays. Maintenance rest will be provided by official using the vehicle decided in the beginning of the month.
- 5.2.5 All the vehicles deployed by contractor /services provider should be **registered for commercial use** and shall have valid permission for operation of the same.

5.3 Drivers

- 5.3.1 Drivers deployed by the contractor shall be skilled, well behaved & medically fit holding valid driving license (LMV Taxi) and capable of undertaking minor repairs of vehicles. Drivers shall have the adequate knowledge of routes in the district of Vadodara, Bharuch, Surat, Kheda, Anand, Nadiad and Ahmedabad. All the paper for vehicle like registration papers, insurance papers, certificate towards payment of road tax, PUC etc. shall be readily available with driver.
- 5.3.2 The contractor shall provide mobile phone in perfect working condition to drivers of the vehicles. No separate payment shall be made by DFCCIL for the mobile phone instrument and call/SIM charges.
- 5.3.3 The contractor/service provider shall ensure himself about the antecedents of the driver deployed for duty. The Drivers shall abide by the rules laid down by Transport Authority/ Motor Licensing Authority or any Authority relevant to the subject and shall always strictly follow the Traffic Rules and regulations so as to

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ensure safety of the passengers. Any challan/penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it will be met by the Contractor/service provider

- 5.3.4 The drivers must also observe all the etiquette, protocol and extend usual courtesy (like carrying office bags/files to the concerned officers chambers, etc.) while performing the duty. They must be neatly dressed and must carry a photo identify card provided by the Contractor/service provider.
- 5.3.5 Driver shall also maintain a logbook and ensure that it is signed by the official using the vehicle.

5.4 PAYMENT AND REIMBURSALS

- 5.4.1 Hiring charges are on monthly basis for 312 working hours and inclusive of kilometers run as mentioned in the schedule of approximate quantities. For use beyond inclusive kms and/ or beyond 312 working hours in a month, extra payment as per accepted rates will be made.
- 5.4.2 Rates are inclusive of all running maintenance & repair expenses, fuel, lubricants , all taxes, duties, incidental charges, penalties etc. as imposed by Central/State/Local Government bodies salary & other benefits admissible to driver & any other expenses or taxes etc. Nothing extra over and above the accepted rates shall be payable except Parking charges, Toll Tax & inter state entry tax **on proof of having actually paid the above taxes / charges.**
- 5.4.3 In case the vehicles are engaged on daily basis, payment will be made on pro rata basis i.e. accepted rates divided by number of working days (Total days – Sundays) in a month.
- 5.4.4 Payment of excess/additional kilometers beyond the mentioned kilometers in item No.1 of Section-6, will be done as per item No.2 of Section-6 after working out the total of the actual kilometers run over a period of three months (of a particular quarter). Total kilometer run in three months, in excess of inclusive kilometers (as per item No.1 of Section-6) for three months (of a particular quarter) will only be considered for payments.
- 5.4.5 TDS as applicable shall be deducted from the bills of the agency.
- 5.4.6 **The rates quoted should be inclusive of GST and all other applicable taxes". The contractor will be responsible to comply all provision of GST Act /any other applicable Taxes/Laws".**
- 5.4.7 Payment shall comprise rate as per final contract price and reimbursement costs as detailed in Price schedule, and there shall be no other payments. This clause shall be read in conjunction with price variation/ Revision clause of Special condition of contract (section 5). Contractor shall be solely responsible for payment of wages/salaries and allowances to his personnel that are payable or might become payable under any new Act or order of Government and also comply with all the statutory laws/acts i.e. PF, ESI etc. relating to their employees. DFCCIL shall have no liability, whatsoever, in this regard.

5.5 NON-PERFORMANCE OF THE CONTRACT CONDITIONS

- 5.5.1 In case of non-availability of the regularly arranged vehicles, contractor may provide vehicles owned by others which conform to DFCCIL specifications. Upgraded models or higher category vehicles which meet minimum specification for all parameters may also be provided at the same rates, terms and conditions with prior permission of in DFCCIL which DFCCIL in its absolute discretion may or

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may not grant.

- 5.5.2 In case of non-reporting/refusal to provide the requisite vehicle against defective vehicle within 2 hrs, the same shall be hired from any other source (s) at the risk and cost of the agency without any notice in writing. In addition to this, in case of any discrepancy in service viz. non-reporting, late reporting, non provision of requisite vehicle, driver not fully conversant with routes, driver not behaving properly, vehicle not as per specifications, AC not working etc., DFCCIL shall be at liberty to impose a penalty of minimum Rs. 1,000/- per incident or as decided by the officer-in-charge. In case of recurrent non-reporting/ refusal, DFCCIL shall also be at liberty to take such action against the Contractor as it may deem fit, which besides invoking either whole or part of the Contract Performance Guarantee, may even be termination of the contract.
- 5.5.3 The vehicles will be kept in neat & clean and perfect condition. in case of non-compliance of any of the conditions, a penalty of Rs. 1,000/- (if not specified above) per occasion shall be levied and deducted from the bill on hand.

5.6 METER TEMPERING

- 5.6.1 Speedometer and kilometer recorder shall be maintained to high standard/accuracy. Any defect noticed shall be rectified immediately. DFCCIL reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering/manipulation of meter reading and misbehavior of driver shall be viewed seriously. A penalty equal to one month hiring charges for the particular vehicle shall be imposed for meter tempering on each occasion. In case of repeat of tempering, DFCCIL may even decide to terminate the contract and forfeiture of security deposit.
- 5.6.2 In the event of any error/fault in the meter being noticed, DFCCIL reserves the right to adjust the bill for the journey undertaken (including those undertaken earlier) besides any other penal action. kilometers verified by official using the vehicle shall be final and binding.

5.7 VEHICLE INSURANCE / STATUTORY REQUIREMENTS

- 5.7.1 The vehicles provided to DFCCIL must be fully and comprehensively insured covering the risk to the driver and all passengers also. The insurance shall protect the contractor and DFCCIL against all risk, claims for loss, injuries, disability, disease and death of members of public including DFCCIL men, and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such vehicles.
- 5.7.2 Contractor is required to comply to all statutory obligations viz. Industrial Dispute Act, Workmen's Compensation Act, etc. shall be the obligation of the contractor and the contractor shall indemnify and shall always keep DFCCIL indemnified against any liability falling on DFCCIL due to non-compliance of statutory obligations by the contractor or any of its agents/servants/drivers or for any reason whatsoever. The agency will be responsible for the conduct of their staff.
- 5.7.3 DFCCIL in no case is responsible for any legal matter arising matter of any State/Central Government laws in matter of employment of driver by owner of the vehicle or in respect of any other matter.
- 5.7.4 The contractor shall at all times indemnify the DFCCIL against all claims which may arise due accident or otherwise or due to the breach of the terms and

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conditions mentioned herein and/owing to any sort of act of commission on the part of the contract during the currency of this contract

- 5.7.5 Contractor agrees to indemnify DFCCIL against all claims for compensation by or on behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the workmen's compensation Act – VIII of 1923 and DFCCIL will be entitled to deduct from any sum of money due or payable to the contractor the amount of compensation thus payable, under the terms of section 12 of the said Act. Together with all or any cost incurred by the DFCCIL in such connection and the contractor further agrees that the decision of the Officer-in-charge/DFCCIL with respect to the amount of such indemnity shall be accepted by him finally.

SCHEDULE OF QUANTITIES AND RATES**Tender No.** "BRC/GEN/Vehicle Hiring/2019-20/59"**Name of Work :** Hiring of "FIVE (5) number of commercial Field Vehicles i.e. Mahindra Marrazzo 7 STR , Honda BRV or similar model in Price (with central locking system & rear camera for parking) for a period of Thirty Six months for use in the jurisdiction of Chief General Manager, DFCCIL, Vadodara."

Sr. No	Description	Unit	Qty	For per vehicle per Month	
				Rate (Rs) (in Figure)	Rate (Rs) (in Words)
1	"Hiring of "FIVE (5) number of commercial Field Vehicles i.e. Mahindra Marrazzo 7 STR , Honda BRV or similar model in Price (with central locking system & rear camera for parking) inclusive 3000 kms. per months & 312 hrs. per months inclusive of fuel, consumable, driver, repairs, maintenance, taxes etc. as per condition of contract.	Vehicle Months	5x36 months		

Note:

1. Each vehicle may be required to run for extra 2000 Km per months beyond the above scheduled kilometers per months and the payment will be made @ 11 per Km. Total kilometer run in three months, in excess of inclusive kilometers (as per item No.1 of Section-6) for three months (of a particular quarter) will only be considered for payments

2. All above vehicles are required for working of 12 hrs per day i.e. 8.00 hrs. to 20.00 Hrs. which may vary as per the requirement of DFCCIL and the same will be intimated one day in the advance. The Cumulative working shall be 312 hrs. for 26 working days in a month. In case if vehicle used beyond 312 hours, Rs.23.00 extra per hours over & above 312 Hrs. will be paid to the contractor.

(Rates should be filled in the separate sheet of Schedule of Approximate Quantity uploaded along with this tender document)

Note:-

1. "The rates quoted should be inclusive of GST and all other applicable taxes except State entry taxes". The contractor will be responsible to comply all provision of GST Act/all other applicable taxes / Laws".

2.	The tenderer is required to quote the monthly basic rate as per para 1 above in figure & word which includes all applicable the taxes (Central & State Govt.)& other expenses for running of vehicle except, Toll, Parking & State Entry Taxes which will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.
----	--

Declaration by the tenderer

(1) I/We am/are signing this document after carefully reading the contents.

(2) I/We also accept all the conditions of the tender and have signed all the pages as a token of compliance of T & C of Tender.

BRIEF DETAILS OF THE BIDDER

1. Name of the agency :.....
2. Correspondence Address
.....
3. Person to be contacted :.....
4. Designation :.....
5. Telephone Nos. (office) :.....
6. Mobile No. :.....
- 7 Fax Nos. :.....
8. E – Mail ID :.....
9. Category of Firm: Whether Partnership /Ltd. Company/Sole or proprietorship etc.
10. **Details of Vehicles owned/ Undertaking given.**

SN	Registration No.	Make	Model	Owned or under
1				
2				
3				
4				
5				

It is certified that information given above is true to the best of my knowledge and nothing has been hidden/misrepresented.

ANNEXURE-II

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

THIS AGREEMENT made on _____ day of _____ (Month/year) between Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a company incorporated under the companies Act. 1956 and having its Office, 4th Floor, A Block, Narmada Nahar Bhavan, (Sardar Sarovar Narmada Nigam Ltd., Office) Chhani Jakat Naka, Vadodara – 390 002 (hereinafter referred to as "DFCCIL" which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART

AND

M/S. _____ having its office at _____ (hereinafter

referred to as "Hiring of Vehicle Provider" which expression shall, where the context admits, include their legal heirs executors, administrators, successors and assigns in business) OF THE OTHER PART

WHEREAS:-

1. The Employer is desirous that certain works should be executed by the Vehicle Provider viz. Tender No. "BRC/GEN/Vehicle Hiring/2019-20/59" (hereinafter called "the works", and has accepted a Bid by the Service provider for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Notice Inviting Tender
 - c) Instructions to the Tenderers
 - d) Conditions of the Contract
 - e) Schedule of approximate quantity
3. In consideration of the payments to be made by the DFCCIL to the contractor as Herein after mentioned, the contractor hereby covenants with the DFCCIL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

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4. The DFCCIL hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the signatory)

(Name, Designation and address of the authorized signatory)

Signed for and on behalf of the DFCCIL Contractor

Signed for and on behalf of the in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Name & address of the witness to be mentioned

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Format of Bank guarantee for performance security

Bank Guarantee No.:- _____ **Dated:** _____

To,

Chief Project Manager,
(DFCCIL),
4th Floor, A Block, Narmada Nahar Bhavan,
(Sardar Sarovar Narmada Nigam Ltd. Office)
Channi Jakat Naka,
Vadodara – 390 002

Reference:-Contract No. _____, **awarded on**
_____.

This deed of Guaranty made this day of _____ between _____ (name of Bank) having registered office at _____ and branch office at _____ (hereinafter referred to as "Bank") of the one part and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer) of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. _____ for Hiring of Vehicle of _____ (hereinafter called "the contract") To M/S _____ its registered office at _____ (hereinafter called "the contract").

Whereas the contractor is bound by the said contract to submit to the Employer an irrevocable performance security guarantee bound for a total of Rs _____ (Rs in words).

Now, We the undersigned (name of Bank official), of the bank begin fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs. _____ (Rs. in words) as stated above.

After the contractor has the fore side contract with the Employer, the Bank further agree after and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered the Employer by reason of any breach by the side contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in words) only.

We _____ (indicate the name of Bank), further undertake to pay to the Employer any money so demanded notwithstanding any dispute. Or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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The payment so made by us (name of Bank) under this bond shall be a valid discharge of our liability for payment. There under and the contractor shall have no claim against us for making such payment.

We _____ (indicate the name of bank), to further that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____ (Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

(Continue from page 1, BG no. _____, and dated _____)

We _____ (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained herein before:

- i. Our liability under this bank guarantee shall not exceed and restricted to Rs. _____ (in words).
- ii. This bank guarantee shall be valid up to _____, unless extended on demand by Employer.
- iii. The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before _____.

In WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of _____ being herewith duly authorized.

Signatures of Bank authorize Official with seal.

Bank Seal

Name: _____

Designation:

Address:

Witness:

1. Name: _____

Designation:

Address:

2. Name: _____

Designation:

Address:

(Note: - If as per contract agreement interest s applicable on Mobilization Advance, the bank guarantee may be made including interest amount for said period.)

ANNEXURE IV

Declaration for website downloaded & Non-tampering of tender document

Tender No.: BRC/GEN/Vehicle Hiring/2019-20/59

I/We Proprietor/Partner(s)/Director(s) of M/s,
hereby declare that I/We have downloaded the Tender Document from the
website..... and I/We have not tampered the
tender document issued vide Tender No: BRC/GEN/Vehicle Hiring/2019-20/59.
I/We also declare that DD no.dated..... for
Rs..... towards the cost of tender fee & DD no.
.....dated..... for Rs..... towards the cost of EMD
document has been submitted. In case at any stage, if it is found that the
information given above is false or incorrect, DFCCIL shall have the absolute
right to take any action as deemed fit without any prior intimation.

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Declaration regarding Blacklisting/Non-Black-listing

(From taking part in Government tender by DFCCIL/Govt. Dept./PSUs)

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I/We Proprietor/Partner(s)/Director(s) of M/s.....hereby declare that the firm/company namely M/s.....has not been blacklisted or debarred in the past by any other Government organization or Public Sector Undertaking (PSU) from taking part in Government tenders.

Or

I/We Proprietor/Partner(s)/Director(s) of M/s.....hereby declare that the firm/company namely M/s.....was blacklisted or debarred by any other Government Department from taking part in Government tenders for a period of.....years w.e.f.....The period is over on.....and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/contract will be rejected/cancelled by the purchaser, and EMD/SD shall be forfeited. In addition to the above the purchaser, will not be responsible to pay the bills for any completed/partially completed work.

Signature

Name

Capacity in which signed:

Name & address of the firm:

Seal of the firm should be Affixed.

Annexure – VI

**Tender No.: "BRC/GEN/Vehicle Hiring/2019-20/59
(Applicable in case of contract cost exceed Rs.1 Crore)**

PRE-CONTRACT INTEGRITY PACT

1.0 General

This pre bid pre contract Agreement (hereinafter called the Integrity Pact) is made onthe day of the month of2018, between, on one hand, the DFCCIL acting through Shri _____ Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by, Shri _____ Chief Executive Officer (hereinafter called the "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the client proposes to procure (Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works contract, Name of Services) and the [A] is willing to offer/has offered for stores or works.

Whereas the [A] is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

Now, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Client to obtain the desired said (Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure [B] by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Client will commit to prevent corruption, in any form, by their officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

2.0 Commitments of the Client

- 2.1 The Client undertakes that no official of the Client, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].

- 2.2 The Client will, during the Pre-Contract stage, treat all bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular [A] in

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comparison to other Bidders.

- 2.3 All the officials of the Client will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4. In case any such preceding misconduct on the part of such official(s) is reported by the [A] to the Client with full and verifiable facts and the same is *prima facie* found to be correct by the Client, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Client and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the Client the proceedings under the [B] would not be stalled.

3.0 Commitments of Bidders

- 3.1 The [A] commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the [B] or in furtherance to secure it and in particular commit itself to the following:-
- 3.2 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Client, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
- 3.3 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Client or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
- 3.4 *[A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.5 *[A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/Contract.
- 3.6 The [A] further confirms and declares to the Client that the [A] is the original manufacturer/integrator/authorised government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Client or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.7 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B], shall disclose any payments he has made, is committed to or intends to make to officials of the Client or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.8 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].

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- 3.9 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.10 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Client as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.11 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the Client, or alternatively, if any relative of an officer of the Client has financial interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The [A] shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the Client.

4.0 Previous Transaction

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5.0 Earnest Money Deposit/Bid Deposit

- 5.1 While submitting commercial bid, the [A] shall deposit an amount _____ (to be specified in RFP) as Earnest Money Deposit/Bid Deposit, with the Client through any of the following instruments: -
 - i. Bank Draft or a Pay Order in favour of,
 - ii. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Client on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Client shall be treated as conclusive proof for payment.
 - iii. Any other mode or through any other instrument (to be specified in RFP).
- 5.2. The Earnest Money Deposit/Bid Deposit shall be valid up to a period of five years or the complete conclusion of contractual obligations to the complete satisfaction of both the Bidder and the Client, including warranty period, whichever is later.
- 5.3 In the case of successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the Client to the [A] on Earnest Money Deposit/Bid Deposit for the period of its currency.

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6.0 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the Client to take all or any one of the following actions, wherever required: -
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other Bidder(s) would continue.
 - ii. The Earnest Money Deposit/Bid Deposit (in pre-contract stage) and/or security Deposit/Performance Bond (after the [B] is signed) shall stand forfeited fully and the Client shall not be required to assign any reason therefore.
 - iii. To immediately cancel the [B], if already signed, without giving any compensation to the [A].
 - iv. To recover all sums already paid by the Client, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the client in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A], in order to recover the payments, already made by the Client, along with interest.
 - vi. To cancel all or any other contract with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the Client shall be entitled to deduct the amount so payable from the money(s) due to the [A].
 - vii. To debar the [A] from participating in future bidding processes Government of India for a minimum period of five years, which may be further extended at the discretion of the Client.
 - viii. To recover all sums paid in violation of this Pact by [A](s) to any middleman or agent or broker with a view to securing the [B] the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any [B] signed by the Client with the [A], the same shall not be opened.
 - x. Forfeiture of Performance Bond in case of a decision by the Client to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2. The Client will entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3. The decision of the Client to the effect that a breach of the provisions of this Pact has been committed by the [A] shall be final and conclusive on the [A], however, the [A] can approach the independent monitor(s) appointed for the purposes of this Pact.

7.0 Fall Clause

- 7.1 The [A] undertakes that it has not supplied/is not supplying the similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product /systems or sub-system was supplied by the [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to

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the present case and the difference in the cost would be refunded by the [A] to the Client, if the [B] has already been concluded.

8.0 Independent Monitors

- 8.1 The Client has appointed Independent Monitors (hereinafter referred to as monitors) for this Pact in consultant with the Central Vigilance Commission (Name & Address of Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitors shall not be subject to instructions by the representative of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the CLIENT.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project Documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.
- 8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise , submit proposals for correcting problematic situations .

9.0 Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Client or its agencies shall be entitled to examine all the documents including the Books of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Client.

11.0 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the [B] to the satisfaction of both the Client and

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the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the [B].

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The Parties hereby sign this Integrity Pact at _____ on _____.

CLIENT
Name of the Officer
Designation
Deptt./Ministry/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____

Note:

[A] - To be replaced by Bidder/Seller/Consultancy/Consultancy firm/Service provider as the case was may be.

[B] - To be replaced by Contract/Supply Contract/Consultancy Contract/ Works Contract as the case may be.

ANNEXURE-VII

Performa for Affidavit. {On the Letterhead of the Bidder}

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I..... Proprietor/Director/Partner of the Transporter/Taxi Operator/ Company/Firm/Agency
M/sdo hereby solemnly affirm that the Transporter/Taxi Operator/
Company/Firm/Agency, M/s..... has never been black listed/debarred
by any organization/office and there has not been any work cancelled against them for poor
performance in the last three years reckoned from the date of invitation of Tender.

Signature of Proprietor/Director/Partner
With official stamp

ANNEXURE-VIII

CERTIFICATE FOR NO RELATIVE

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL I/WE THE UNDER SIGNED HEREBY

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SOLEMNLY DECLARE AND CERTIFY THAT I /WE DO NOT HAVE ANY OF OUR RELATIVE/RELATIVES EMPLOYED IN THE DFCCIL EXCEPT THE NAMES MENTIONED HEREIN UNDER:

- 1.....
- 2.....
- 3.....

NOTE:- NAMES, DESIGNATION, NAME OF OFFICE, HEADQUARTER OF THE TENDERER(S)'S RELATIVE IN DFCCIL TO BE MENTIONED BY THE TENDERER(S)/TENDERER(S)S IN 1,2,3 AND SO ON ABOVE. SIGNATURE OF TENDERER(S)/TENDERER(S)S

ANNEXURE-IX

CHECKLIST

Name of Work : Hiring of "FIVE (5) number of commercial Field Vehicles i.e. Mahindra Marrazzo 7 STR , Honda BRV or similar model in Price (with central locking system & rear camera for

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parking) for a period of Thirty Six months for use in the jurisdiction of Chief General Manager, DFCCIL, Vadodara."

.Sr.	Items Description	Reference	Ensure the compliance
1	Tender document fee	Section 2 sub para 6	Yes/No
2	Schedule Of Quantities And Rates	Section - 6	Yes/No
3	Earnest Money Deposit/Bid Deposit	Section-2 sub para 7	Yes/No
4	Tenderer Credentials (Eligibility Criteria)	Section-4 Clause 18	Yes/No
5	Copy of Partnership deed or Article of Association or ownership certificate	Section-3 Clause 3.12	Yes/No
6	Brief details of the bidder	Section 4 clause 19	Yes/No
7	Forwarding letter by tenderer	Page 3	Yes/No
8	Authorization letter in favor of person signing the bid documents	Section-3 Clause 3.12.1	Yes/No
9	Brief Details of the Bidder	Annexure - I	Yes/No
10	Form of Agreement	Annexure - II	Yes/No
11	Format for Bank Gaurantee for PG	Annexure - III	Yes/No
12	Declaration for website downloaded & Non-tampering of tender document	Annexure IV	Yes/No
13	Declaration regarding Blacklisting/Non-Blacklisting	Annexure V	Yes/No
14	Pre Contract Integrity Pack	Annexure - VI	Yes/No
15	Performa for Affidavit	Annexure VII	Yes/No
16	Certificate of NO Relative	Annexure VIII	Yes/No
17	Check-list	Annexure IX	Yes/No

End of Document