## edcil logo.jpg

## EdCIL (India) Limited

## (A Government of India Enterprise)

**OPEN E-TENDER DOCUMENT**

**Name of Work:** Empanelment of Vehicle providing agencies on PAN India basis

(Excluding Delhi / NCR).

**Tender Ref. No.** 2(11)/2020-Admin/1 **Dated: 28.01.2020**

Visit: [www.edcilindia.co.in/etenders](http://www.edcilindia.co.in/etenders)

**Corporate Office:**

**EdCIL (India) Limited**

 **‘EdCIL House’, Plot No. 18A, Sector – 16A**

**NOIDA – 201301 (UP), INDIA**

**Tel: 0120 – 4156001-02, 4154003, and 2512004 – 006, Fax: 0120 – 2515372**

**Registered office:**

**5th Floor, Vijaya Building 17, Barakhamba road New Delhi 110001**

**Tender for Empanelment of Vehicle providing agencies on PAN India basis**

**(Excluding Delhi / NCR).**

**(Tender Ref. No.** 2(11)/2020-Admin/1**)**

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**CHAPTER – 1**

**INTRODUCTION**

EdCIL (India) Limited, is a “Mini Ratna Category-I” Central Public Sector Enterprise under the administrative control of the Ministry of Human Resource Development, Government of India. The Company has its registered office at 5th Floor, Vijaya Building, 17-Barakhambha Road, New Delhi-110001.The Company offers Project Management and Consultancy Services in the entire education and human resource development value chain within India and overseas.

Major clients of EdCIL include most State and Central Govt. Departments including MHRD, PSUs and Autonomous bodies including IITs, IIMs, IIITs, Kendriya Vidyalaya Sangathan and Navodaya Vidyalaya Samithi.

EdCIL, intends to hire good condition vehicle, registered and well maintained, for its touring officials on PAN India basis. The vehicle should be regularly serviced and maintained fulfilling statutory compliances of Transport Department viz. Pollution Certificate, fitness certificate, road tax permit to ply vehicle in particular city for which booking is given. The agency should be capable of providing Prompt, Punctual, Efficient, Safe, Courteous and Quality Service with outstanding record of providing vehicles to Government/PSU Departments for the last three years.

**CHAPTER- 2**

**ABBREVIATIONS & DEFINITIONS**

|  |  |
| --- | --- |
| Authorized Signatory | The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding service provider. |
| Bid | "Bid” means the response to this document, which is supplied with necessary documents and forms as given in Annexures, complete in all respects adhering to the instructions and spirit of this document. |
| Bidder | “Bidder” means any individual/proprietor/ partnership service provider/ agency/ company/ contractor/ supplier responding to Expression of Interest and who makes a Bid. |
| Contract | “The Contract” means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned. |
| Day | “Day” means a working day as per Government of India (GOI). |
| MHRD | Ministry of Human Resources Development |
| EMD | Earnest Money Deposit |
| EdCIL | EdCIL (India) Limited |
| Bidding Authority | EdCIL in this Bid Document. |
| Services | “Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.  |
| SoW | Scope of Work |
| Agency | “Agency” mean Service providers who intend to provide vehicle on rental basis to EdCIL under the Contract. |
| Proposal | “Proposal” means the Technical & financial offerings of the Agency. |

**Chapater-3**

**EdCIL (India) Limited**

**(**A Government of India Enterprise)

## NOTICE INVITING TENDER (NIT) (ONLINE)

**Tender Ref. No.** 2(11)/2020-Admin/1 **Dated: 28.01.2020**

Online Bids are invited in **two Packet System** from Reputed, Experienced and Financially Sound Transporters/Taxi Operators/ Companies/ Firms/ Vehicle providing Agencies for Empanelment in EdCIL for providing vehicle on PAN India basis (Excluding Delhi / NCR). as per the following schedule:-

|  |  |  |
| --- | --- | --- |
|  | **Tender No.** | **Tender Ref. No.** 2(11)/2020-Admin/1  |
|  | Name of Work | Empanelment of Vehicle providing agencies on PAN India basis (Excluding Delhi / NCR).  |
|  | **Type of Tender** | **E-Open Tender, Two Packet System** |
|  | Duration of Contract | **One Years** and further extendable on Yearly basis for further two years at the same Rates, Terms and Conditions at the discretion of **EdCIL** from the date as specified in the Letter of Acceptance. |
|  | Estimated Cost of Work Excluding GST:  | Rs. 10,00,000/-(Rs Ten Lakhs) per year |
|  | Cost of Tender Document | NIL |
|  | Earnest Money Deposit (EMD)(Tender Security) | **Rs. 25,000/-(Rs Twenty Five thousand only)**Earnest Money Deposit (EMD) to be paid by Demand Draft/Banker’s Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of **EdCIL (India) Limited**, payable at New Delhi. **Tenders received without Earnest Money Deposit / MSME registration Certificate (Exemption Certificates) shall be summarily rejected.** |
|  | Uploading of NIT (Online) | From **28.01.2020**at 16:00 hrs. on [www.edcilindia.co.in](http://www.tenderwizard.com/DFCCIL). |
|  | Last Date and Time ofSubmission of Tender (Online) | Up to 15.00 hrs of **27.02.2020**on [www.edcilindia.co.in](http://www.tenderwizard.com/DFCCIL). |
|  | Last Date and Time of Submission of Documents in Physical Form. | Upto 15.00 hrs of **27.02.2020**. |
|  | Date and Time of Opening of Tender (Online) | **27.02.2020** at 15.30 hrs on [www.edcilindia.co.in](http://www.tenderwizard.com/DFCCIL). |
|  | Bid Validity | 120 days from the Date of Opening of Tender. |
|  | Address for Communication | GM (HR & Admn) , EdCIL (India) Limited,**‘Ed.CIL House’, Plot No. 18A, Sector – 16A****NOIDA – 201301 (UP), INDIA****Tel: 0120 - 2512004 – 006, Fax: 0120 – 2515372** |
|  | Help Desk for E- Tendering | For any clarification, help and registration for E-Bidding may write us at harishkumar.kb@etenderwizard.com or Contact No. 080-49352000, Mobile No. 9686115318/ 9650520101/ 8800445981. For obtaining Digital Signature please visit at <http://www.cca.gov.in>For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk of M/s. KEONICS, Telephone: 080-49352000/ 9686115318 or write us mail on Email Id:-harishkumar.kb@etenderwizard.com, ambasa@etenderwizard.com, twhelpdesk759@gmail.com, twhelpdesk963@gmail.com |
|  | Availability of Tender Documents | The Bid documents can be downloaded from [www.edcilindia.co.in,/](http://www.edcilindia.co.in,/) http://www.tenderwizard.com/EDCIL. Bidders who wish to view free Notification and Bid Documents can visit **EdCIL**’s website [www.edcilindia.co.in](http://www.edcilindia.co.in)& Central Procurement Portal, [www.eprocure.gov.in](http://www.eprocure.gov.in/); Any addendum/ corrigendum will be notified in the EdCIL website [www.edcilindia.co.in](http://www.edcilindia.co.in)/ <http://www.tenderwizard.com/EDCIL> |

## General

* 1. The Offer shall be valid for 120 days from the date of opening of the tender, and extendable further ,if required , from time to time. The Bidder cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Earnest Money Deposit (Tender Security).
	2. Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website www.edcilindia.co.in. Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer’s failure to submit his offer, will not be accepted.

**Chapter-4**

**FORMAT FOR COVERING LETTER OF BID.**

(On Letter Head of Firm/Company/Agency)

To,

GM (HR & Admn)

EdCIL (India) Limited

EdCIL House’, Plot No. 18A, Sector – 16A

NOIDA – 201301 (UP), INDIA

**Sub:** Empanelment of Vehicle providing agencies on PAN India basis (Excluding Delhi / NCR).

**Tender Ref. No.** 2(11)/2020-Admin/1 **Dated: 28.01.2020**

1. I /We, have read the various terms and conditions of bid attached hereto and hereby agree to abide by the said terms and conditions. I/We also agree to keep this bid open for acceptance for a period of 120 days from the date fixed for opening of the same or Extended period and if I/We default thereof, I/We will be liable for forfeiture of my/our “Earnest Money”. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as mentioned in the Bid Document for the execution of present contract.
2. I/We are submitting Earnest Money against bid :-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S. No.** | **Issued by****(Name & Branch of the Bank)** | **Amount (in Rs.)** | **Demand****Draft/ Banker’s Cheque No. and Date** | **Remarks**  |
| 1. |  |  |  |  |

The EMD shall stand forfeited without prejudice to any other rights or remedies if:

* 1. I/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
	2. I /We do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value (equal to Rs one Lakh) as per the **Appendix -I** of Bid Document, within 15 days of issue of letter of acceptance; or
	3. I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
	4. I/We withdraw the offer during the period of validity/extended validity; or
	5. When any of the information furnished by the bidder not found true.
1. Until a formal agreement is executed, acceptance of this bid shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, and indicated in the Letter of Acceptance or my/our accepted offer for the work.
2. On account of non-acceptance of award of contract or on account of non-fulfillment of bid conditions on award of contract within the prescribed time, I/We shall be debarred by **EdCIL** for further participation in the future BIDS of EdCIL.
3. I/We certify that quoted rates are including statutory levies, fuel, Driver, Mainitinance, Insurance, pollution, fitness permit etc. and excluding Parking , GST & Interstate Tax, as applicable.
4. In case the bidder withdraws his bid within the validity period or does not submit the Performance Guarantee as per the stipulated time period (On his selection) his bid security/ EMD will be forfeited.
5. I/We do hereby confirm that I/We have the necessary authority and approval to submit this bid document for the subject services to the EdCIL.

(Signature of Bidder) In the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign offers for and on behalf of\_\_\_\_\_\_

(Name and Address of Bidder)­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Witness)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name & Address of Witness)

**ii) CHECK LIST FOR DOCUMENTS TO BE SUBMITTED**

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Documents to be Attached** | **Tick Yes/No** |
|  | Earnest Money Deposit (EMD) of requisite amount in the prescribed form. |  |
|  | The Covering Letter as per format given in the Chapter - 4. |  |
|  | Power of Attorney of the person signing the tender documents in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender as per **Annexure V**. |  |
|  | Certified Copy of GST No, PAN Card & Aadhar Card. |  |
|  | Certified Copy of Registration of Transporter/Taxi Operator/ Company / Firm/Agency, Partnership Deed /Memorandum and Articles of association of the Transporter/Taxi Operator/ Company/Firm/Agency. |  |
|  | Constitution of the Transporter/Taxi Operator/ Company/Firm/Agency in the form prescribed in **Annexure-I**. |  |
|  | Experience Certificate as per **Annexure–II** and Affidavit as per **Annexure-IV**. |  |
|  | Copies of work order Received in Last Three Financial Years and Current Financial Year with Copy of Audited Balance Sheets for Three Financial Years 2016-17 2017-18 and 2018-19 and Un-Audited Turnover for the Year 2019-20 (From April 2019 to till date) Certified by a Chartered Accountant as per **Annexure III**. |  |
|  | Details of Vehicles owned by the Bidder (Transporter/Taxi Operator/ Company/ Firm/ Agency) Segment-wise along with Copies of Registration Certificates, Fitness Certificates, Insurance and Permit as per **Annexure-VI**. |  |
|  | Financial Bid Fill and (Financial Offer .xls’) to be uploaded Online. |  |

## Important Notes:

1. Documents No. 1 to 10, should be scanned and uploaded at website - in ‘Document Library’ and after that, attach all above necessary documents in particular tender.
2. Tenderer must submit document no. 1 & 2 in Original i.e. EMD and documents 3 to 10 in Hard Copy (duly signed and stamped by authorized person on each page) and shall be sealed in one envelope (mentioning on Top of Envelop as “Tender Document for NIT No., Name of Work, Name and Address of Tenderer”) and addressed to GM (HR & Admn) , EdCIL (India) Limited, EdCIL House’, Plot No. 18A, Sector – 16A, NOIDA – 201301 (UP), INDIA. Sealed cover containing Documents in Physical form shall be dropped in the Tender Box up to 15:00 hrs. of **27.02.2020** at the Address mentioned in the NIT.
3. Financial Bid (Microsoft Excel File) is to be downloaded from website [www.edcilindia.co.in](http://www.edcilindia.co.in) and then is to be filled, saved and uploaded (through digital signature) on the same website and **not to be submitted in hard copy at all.**

**Chapter -5**

**INSTRUCTIONS TO BIDDERS (ITB)**

1. EdCIL intends to hire appropriately registered vehicles with proper documents and accessories as mentioned in the Tender Document from Transporter/Taxi Operator/ Company/Firm/Agency for travel on Pan India basis excluding Delhi / NCR as and when required. All bids should be submitted in accordance with the instructions contained in bid documents. Issuance of bid documents will not automatically mean that such parties are considered qualified.

2.0 The Scope of Work is given in Chapter – 7. The Estimated Cost of Work is indicated as below:

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Description** | **Estimated Cost of Work Excluding GST** |
|  | **Total Estimated Cost of Work Excluding GST** | **Rs. 10,00,000/-(Rs Ten Lakhs) per year.** |

The quantities shown against each segment in the Tender Document are tentative and can increase/decrease as per the requirement of EdCIL.

3.**0 ELIGIBILITY CRITERIA:-**

|  |  |  |
| --- | --- | --- |
| **Sr. No** | **Eligibility criteria** | **Document to Attached** |
|  | The agency should have presence in more than 5 cities (own offices) and should have services in 20 cities( Tier 1, Tier 2, & Tier 3)  | Self Certificate of address for each city. |
|  | Agency should have a fully operational own office in Delhi /NCR  | Proof of Registration of Office along with contact details of the officials be submitted.  |
|  | Have a minimum fleet of 20 vehicle on PAN India Level  | Self declaration requires with list of RC |
|  | The fleet should not be older then Aug 2016 |
|  | The average annual turnover of the company should not be less than 30 Lac during FY – 2016-17, 2017-18 & 2018-19. | Last 3 Years Balance Sheet & Profit and Loss account Duly Singed By CA be submitted  |
|  | The agency should be operational for more than 3 year. | Incorporation Certificate to be attached |
|  | The agency should be a registered firm / company / proprietary / partnership firm |
|  | The Bidder must be possessing GST Registration Number, PAN Card. | Copies of GST Registration, PAN  |
|  | The agency should have executed similar single work of Rs 8 lac or two work of Rs 5 lac or three works of Rs. 3.5 Lac during last three financial years i.e. during FY – 2016-17, 2017-18 & 2018-19 (excluding Tax).  | Copy of Work order to be submitted  |
|  | A declaration stating that firm is not debarred / Blacklisted by any PSU / Govt. Organisation. | On letterhead be furnished |
|  | The bidder should have experience of similar work with any of the Govt organization (Central Govt /State Govt / Public Sector /Autonomous bodies during last three years i.e. during FY – 2016-17, 2017-18 & 2018-19. | Work Order Copy to be Enclosed. |

**4.0 Details of the Bidder**

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Particulars** |  |
| 1. | Name of Transporter/Taxi Operator/ Company/ Firm /Agency |  |
| 2. | Address with  |  |
| Website |  |
| Telephone, |  |
| Fax No., |  |
| Mobile No. |  |
| E-Mail ID. |  |
| Customer Care Number |  |
| 3. | Status of Applicant (Individual/ Proprietorship firm/Partnership Firm/ Private Limited/ Society/ Autonomous Body (Attach documentary evidence) |  |
| 4. | Type of the Services Provided |  |
| 5. | Annual Turnover of Last Three Financial Years (Audited Balance Sheets Certified by Chartered Accountant to be enclosed) | 2016-17 | 2017-18 | 2018-19 |
|  |  |  |

1. **SUBMISSION OF E-TENDER**
	1. **Tender Document Obtaining Process**
		* 1. It is mandatory for all Tenderers to have Class-II Digital Signature Certified from <http://www.cca.gov.in> of the Licensed Certifying Agencies (‘CA’) to participate in E-Tendering of EdCIL, in the name of the person who will submit the online tender and is authorized to do so.
			2. To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the Tender wizard ([www.edcilindia.co.in](http://www.tenderwizard.com/DFCCIL)) and to have User ID and Password. Tenderers have to pay Annual Registration Charges e-payment. Tenderers have to pay Tender-Processing Fee to the processing agency through e-payment. Already Registered Tenderer need not pay registration charges to the agency.
			3. [www.edcilindia.co.in](http://www.tenderwizard.com/DFCCIL) is the only website for submission of tender. Detailed guidelines for E-Tendering are available on [www.edcilindia.co.in](http://www.tenderwizard.com/DFCCIL).

## Submission of Offer

All the required documents as mentioned in Check list (Eligibility Criteria) from S.No.1-10, including Scanned Copy of EMD shall be uploaded to the E-Tendering web site [www.edcilindia.co.in](http://www.tenderwizard.com/DFCCIL) within the period of bid submission and the same in physical form **(original)** should also be deposited in the Office of GM (HR & Admn) , EdCIL (India) Limited, EdCIL House,  **Plot No. 18A, Sector – 16A, NOIDA – 201301 (UP), INDIA** on or before the last date & time of bid submission, **failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.**

* + - 1. Tender shall be submitted through online mode only at [www.edcilindia.co.in](http://www.tenderwizard.com/DFCCIL). Tender submitted by any other mode will not be accepted.
			2. The detailed instructions of e-tendering can be read through website [www.edcilindia.co.in](http://www.tenderwizard.com/DFCCIL).
			3. The Addendum/Corrigendum, if any; shall be hosted on the website www.edcilindia.co.in only.

## The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website [www.edcilindia.co.in.](http://www.tenderwizard.com/DFCCIL)

* + - 1. In case scheduled date is declared as holiday, tender can be uploaded up to 15:00 hrs. on the next working day and will be opened at 15:30 hrs. on that day.
			2. Bidders are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. EdCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.
1. EdCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of EdCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer’s bid.
2. The evaluation of tenders will be made on the basis of fulfillment of Eligibility Criteria mentioned in the Bid Document and other terms and conditions as mentioned in the Tender Document. However, EdCIL reserves the right to seek any clarification from the bidder.
3. **Modification/ Substitution/Withdrawal of Bids:**
4. The Bidder may modify, substitute or withdraw its E-Bid after submission, prior to 15:00 hrs. of **27.02.2020** (Last Date & Time for Tender submission termed as Tender Closing Date & Time). No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
5. For withdrawal of tender, tenderer has to click on withdrawal icon at [www.edcilindia.co.in](http://www.tenderwizard.com/dfccil). Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, Tenderer cannot re-submit their tender again.
6. **Opening and Evaluation of Bids:**

 E-Tender shall be opened Online at the address given below at the time and date as specified in Chapter -3 (Notice Inviting Tender) in the presence of Tenderers or their authorized representatives, if they choose to attend the Online Tender Opening:

**Address: Online Opening of Tender**

GM (HR & Admn)

EdCIL (India) Limited (EdCIL)

‘Ed.CIL House’, Plot No. 18A, Sector – 16A

NOIDA – 201301 (UP), INDIA

Tel: 0120 - 2512001 – 006, Fax: 0120 – 2515372

Documents in Physical form in a Sealed Cover may be dropped in the Tender Box kept at the same address as mentioned above upto 15:00 hrs. of **27.02.2020**. All Sealed Covers containing Documents in the Physical form will also be opened after Online Opening of Tender. On the Top of the Sealed Cover, the following shall be mentioned: “Documents in Physical Form for Tender Ref. No.2(11)/2020-Admin/1Last Date and Time of Tender Submission- Up to 15:00 Hrs of **27.02.2020**. Date and Time of Tender Opening- **27.02.2020** at 15:30 Hrs.”

For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signatory are not same, the Bid shall be considered Non-Responsive.

1. Deadline for Submission of Tender

Tenderer(s) must ensure to complete the tender submission process in time as [www.edcilindia.co.in](http://www.tenderwizard.com/DFCCIL) will stop accepting any Online Tender after Tender Closing Due Date & Time (15:00 Hrs. of **27.02.2020**).

1. Earnest Money Deposit (EMD) (Tender Security):

The Tenderer must deposit Earnest Money as per the details mentioned below:

|  |  |  |  |
| --- | --- | --- | --- |
| S. No. | Tender No | Description  | Earnest Money Deposit |
| 1 | 2(11)/2020-Admin/1 | Empanelment of Vehicle providing agencies on PAN India basis (Excluding Delhi / NCR).  | Rs. 25,000/- |

1. **CRITERIA FOR EVALUATION OF TENDER:**

The bids would be evaluated in two stages. All bids conforming to all terms and conditions and eligibility criteria shall be considered as responsive.

Financial bids will be opened only for those who are found responsive at the first stage.

Offer shall be made to the lowest responsive bid. The financial quote of a bidder shall be considered as the lowest bid (Grand Total of the column No 3, chapter -9, and financial bid) based on his quote for 80 Km and 8 Hours package (Total of all segments of vehicles required in all categories of cites).

L2 & L3 bidders on the price quoted at column 3 (Grand Total) shall be asked to match the L1 rates. In case the L2 & L3 or any one agency agrees to match the L1 rates, L2 & L3 or any of them shall be empanelled along with L1 at the L1 rates.

Work will be allocated to L1, L2 & L3 agencies on case to case basis.

1. **PRICE BASIS & LANGUAGE OF BID**

The bidder shall quote rates in the Financial Bid online. The rates quoted should include the remuneration of the driver, repair & maintenance of vehicle, comprehensive insurance, cost of fuel, oil and other consumables, and all other charges excluding GST. Rates should be quoted both in figures and words. In case of any discrepancy between figures and words, the rates quoted in words will prevail over rates quoted in figures. All information in the bid shall be in English.

**Chapter 6**

**GENERAL CONDITIONS OF CONTRACT**

## SECURITY DEPOSIT (Retention Money) & PERFORMANCE SECURITY:

 Within **15 days** from the date of issue of the Letter of Acceptance (LOA), the Successful Tenderer shall furnish Performance Security in the form of a Bank Guarantee from **any Nationalized Bank of India or Scheduled Bank of India for** an amount equal to **Rs One Lac** as per the Performa given in Appendix- I on a Stamp Paper. The cost of Stamp Paper shall be borne by the contractor.

## DURATION: One Years and further extendable on Yearly basis for further two years at the same Rates, Terms and Conditions at the discretion of EdCIL from the date as specified in the Letter of Acceptance.

## CONTRACT AGREEMENT and COMMENCEMENT OF WORK:

 Within 30 days from the Date of Issue of Letter of Acceptance, the Successful Bidder will be required to execute the Contract Agreement in the format as per Appendix- II of the Tender Document. However, Contract Agreement can only be signed after submitting the Performance Bank Guarantee and signing of the Integrity Pact. The Successful Bidder shall commence the work from the date as specified in the Letter of Acceptance.

## STATUTORY COMPLIANCES:

 The Contractor shall Accept full and exclusive liability for the Vehicles and Drivers deployed and other obligations referred under the laws/rules/regulations now and thereafter imposed by the appropriate government/authorities.

## AUTHORISATION AND ATTESTATION:

 Tenders shall be signed by the person duly authorized /empowered to do so. Certified copies of such authority (Power of Attorney) and relevant documents shall be submitted along with the tenders.

## REJECTION OF TENDER AND OTHER CONDITIONS:

* 1. The acceptance of tender will rest with EdCIL (India) Limited which does not bind itself to accept the lowest tender or any tender and reserves full rights to reject any or all the tenders without assigning any reason whatsoever.
	2. Conditional tenders, incomplete tenders or otherwise considered defective and not in accordance with the tender conditions, specifications etc. are liable to be rejected.
1. Estimated Cost of Work as indicated above are excluding GST. Successful Agency shall pass Input Tax Credit to the EdCIL and shall give Declaration within 3 days from the date of issue of Letter of Acceptance in the Format as per Appendix - IV.

## INDEMNITY:

 The Successful Tenderer (Contractor) shall indemnify and hold harmless to EdCIL and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Successful Tenderer (Contractor) or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises including but not limited to any and all claims by the Successful Tenderer (Contractor).

## FORCE MAJEURE:

* 1. For the purpose of this contract, “Force Majeure” means an event which is beyond the reasonable control of a party which makes agency’s performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.
	2. The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event(s) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract and has informed the other party as soon as possible about the occurrence of Force Majeure condition.

## RESOLUTION OF DISPUTES AND ARBITRATION:

* 1. 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, shall be settled amicably through mutual negotiation by the parties. In case, there is no amicable settlement of disputes, the same shall be referred to the sole arbitrator as appointed by EdCIL. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996.
	2. Notwithstanding any disputes between the parties, the contractor shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out in accordance with the terms and conditions of the contract.

## TERMINATION OF CONTRACT:

 In case the services of the Successful Tenderer (Contractor) are not found satisfactory, or there is a breach of any of the terms and conditions of the contract, the contract can be terminated by EdCIL by giving one month notice. In case if corrective action is not taken by the Contractor, EdCIL shall have the right to terminate the contract after completion of the notice period of one month. But no such notice will be necessary, if Contract is to be terminated on the grounds of serious misconduct or due to any act which requires immediate termination of contract. In case of termination of contract, the Security Deposit shall be forfeited and Performance Bank Guarantee (PBG) shall be en-cashed by the EdCIL. Unsatisfactory Service in this case would be Poor Condition of Vehicle, Vehicle not being provided as per terms and conditions of the contract, Usage of Non-Commercial Vehicle on occasions excluding Accident/Emergency situation, Driver under the influence of Intoxicant/Drug/Banned Substance, Faulty/Tempered Kilometer Meter, In-Hygienic condition of Vehicle, Non-functioning of Air-Conditioning/Heating, Delayed arrival of Driver for duty, Absence of Driver, Driver not carrying Documents i.e. Driving License, Registration Certificate (RC), Insurance, Permit, Pollution Certificate etc., Driver not in Uniform or not carrying Photo Identity Card, Mandatory Items not available in the Vehicle, Driver not familiar with the Local routes Area, Adequate Fuel not available in the Vehicle while reporting for duty, Discourteous Behavior of Driver, In-disciplined behavior of Driver (which includes Usage of Alcohol/Drugs/other Banned Substances, using Foul Language, getting involved in objectionable activities etc.) etc. or any non-compliance of the provisions of the contract.

## Jurisdiction of Courts:

 The Courts of Delhi shall have exclusive jurisdiction in all matters arising out of and under this contract.

## Rights of EdCIL:

 EdCIL reserves the right to make additions/alterations to and/or amend the terms and conditions of the contract, without basically affecting the core of the contract.

## IMPLEMENTATION OF INTEGRITY PACT:

* + 1. To improve transparency and fairness in the tendering and contract management, EdCIL has implemented the Integrity Pact.
		2. Integrity Pact is to be signed by the successful bidder and the EdCIL Officer Incharge in the format enclosed at the Appendix - III.
		3. The Integrity Pact shall commit the persons/officials on both sides, not to resort to any corrupt practices in any aspect/at any stage of the contract.

## CHAPTER -7

**SCOPE OF WORK**

The Successful Tenderer(s) (Contractor(s)) shall provide appropriately registered vehicles to EdCIL with drivers in specified segments with proper documents and mandatory items (specified in Special Conditions of the Contract) not manufactured before Aug 2016 for travel in respective cities as and when required strictly as per the description, make, fuel etc. for Daily Hiring basis as stated below:-

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **S. No.** | **Type (Category) of Vehicle** | **Description of Vehicle** | **Fuel** | **Classified Cities** | **Estimated number of Vehicle required in a Year** | **Estimated Yearly Cost Excluding GST (in Rs.)** |
| 1 | Medium | Maruti Suzuki Dezire/ Honda Amaze / Hyundai Accent/ Toyota Etios or equivalent | Petrol/ Diesel/ CNG | Class I Cities  | 96 | 301000 |
| Class II Cities  | 60 | 151000 |
| Class III Cities  | 20 | 46000 |
| 2 | Large Sedan or MPV/SUV | Maruti Suzuki Ciaz (or Equivalent Large sedan)Or Toyoto Innova Crysta (or Equivalent SUV/MPV) | Petrol/ Diesel/ CNG | Class I Cities  | 84 | 240000 |
| Class II Cities  | 60 | 172000 |
| Class III Cities  | 30 | 90000 |
| **TOTAL VEHICLES/ Estimated Value**  |  |  | **350** | **1000000.00** |

|  |  |
| --- | --- |
| City classification | **Cities** |
| Class I | [Bangalore](https://en.wikipedia.org/wiki/Bangalore), [Chennai](https://en.wikipedia.org/wiki/Chennai), [Delhi](https://en.wikipedia.org/wiki/Delhi), [Hyderabad](https://en.wikipedia.org/wiki/Hyderabad%2C_India), [Kolkata](https://en.wikipedia.org/wiki/Kolkata), [Mumbai](https://en.wikipedia.org/wiki/Mumbai), [Ahmedabad](https://en.wikipedia.org/wiki/Ahmedabad), [Pune](https://en.wikipedia.org/wiki/Pune) |
| Class II  | [Agra](https://en.wikipedia.org/wiki/Agra), [Ajmer](https://en.wikipedia.org/wiki/Ajmer), [Aligarh](https://en.wikipedia.org/wiki/Aligarh), [Amravati](https://en.wikipedia.org/wiki/Amravati), [Amritsar](https://en.wikipedia.org/wiki/Amritsar), [Asansol](https://en.wikipedia.org/wiki/Asansol), [Aurangabad](https://en.wikipedia.org/wiki/Aurangabad%2C_Maharashtra), [Bareilly](https://en.wikipedia.org/wiki/Bareilly), [Belgaum](https://en.wikipedia.org/wiki/Belgaum), [Bhavnagar](https://en.wikipedia.org/wiki/Bhavnagar), [Bhiwandi](https://en.wikipedia.org/wiki/Bhiwandi), [Bhopal](https://en.wikipedia.org/wiki/Bhopal), [Bhubaneswar](https://en.wikipedia.org/wiki/Bhubaneswar), [Bikaner](https://en.wikipedia.org/wiki/Bikaner), [Bilaspur](https://en.wikipedia.org/wiki/Bilaspur%2C_Chhattisgarh), [Bokaro Steel City](https://en.wikipedia.org/wiki/Bokaro_Steel_City),  [Chandigarh](https://en.wikipedia.org/wiki/Chandigarh),  [Coimbatore](https://en.wikipedia.org/wiki/Coimbatore) [Nagpur](https://en.wikipedia.org/wiki/Nagpur),  [Cuttack](https://en.wikipedia.org/wiki/Cuttack), [Dehradun](https://en.wikipedia.org/wiki/Dehradun%22%20%5Co%20%22Dehradun),  [Dhanbad](https://en.wikipedia.org/wiki/Dhanbad),  [Bhilai](https://en.wikipedia.org/wiki/Bhilai),  [Durgapur](https://en.wikipedia.org/wiki/Durgapur), [Erode](https://en.wikipedia.org/wiki/Erode),  [Faridabad](https://en.wikipedia.org/wiki/Faridabad),  [Firozabad](https://en.wikipedia.org/wiki/Firozabad),  [Ghaziabad](https://en.wikipedia.org/wiki/Ghaziabad%2C_Uttar_Pradesh),  [Gorakhpur](https://en.wikipedia.org/wiki/Gorakhpur),  [Gulbarga](https://en.wikipedia.org/wiki/Gulbarga),  [Guntur](https://en.wikipedia.org/wiki/Guntur),  [Gwalior](https://en.wikipedia.org/wiki/Gwalior),  [Gurgaon](https://en.wikipedia.org/wiki/Gurgaon),  [Guwahati](https://en.wikipedia.org/wiki/Guwahati),  [Hubli–Dharwad](https://en.wikipedia.org/wiki/Hubli%E2%80%93Dharwad), [Hamirpur-Himachali Pradesh](https://en.wikipedia.org/w/index.php?title=Hamirpur-Himachali_Pradesh&action=edit&redlink=1), [Indore](https://en.wikipedia.org/wiki/Indore), [Jabalpur](https://en.wikipedia.org/wiki/Jabalpur),   [Jaipur](https://en.wikipedia.org/wiki/Jaipur),  [Jalandhar](https://en.wikipedia.org/wiki/Jalandhar),  [Jammu](https://en.wikipedia.org/wiki/Jammu),  [Jamnagar](https://en.wikipedia.org/wiki/Jamnagar),  [Jamshedpur](https://en.wikipedia.org/wiki/Jamshedpur),  [Jhansi](https://en.wikipedia.org/wiki/Jhansi),  [Jodhpur](https://en.wikipedia.org/wiki/Jodhpur),  [Kakinada](https://en.wikipedia.org/wiki/Kakinada),  [Kannur](https://en.wikipedia.org/wiki/Kannur%22%20%5Co%20%22Kannur),  [Kanpur](https://en.wikipedia.org/wiki/Kanpur),  [Kochi](https://en.wikipedia.org/wiki/Kochi),  [Kottayam](https://en.wikipedia.org/wiki/Kottayam),  [Kolhapur](https://en.wikipedia.org/wiki/Kolhapur),  [Kollam](https://en.wikipedia.org/wiki/Kollam),  [Kota](https://en.wikipedia.org/wiki/Kota%2C_Rajasthan),  [Kozhikode](https://en.wikipedia.org/wiki/Kozhikode),  [Kurnool](https://en.wikipedia.org/wiki/Kurnool),  [Ludhiana](https://en.wikipedia.org/wiki/Ludhiana),  [Lucknow](https://en.wikipedia.org/wiki/Lucknow),  [Madurai](https://en.wikipedia.org/wiki/Madurai),  [Malappuram](https://en.wikipedia.org/wiki/Malappuram),  [Mathura](https://en.wikipedia.org/wiki/Mathura),  [Goa](https://en.wikipedia.org/wiki/Goa),  [Mangalore](https://en.wikipedia.org/wiki/Mangalore),  [Meerut](https://en.wikipedia.org/wiki/Meerut),  [Moradabad](https://en.wikipedia.org/wiki/Moradabad),  [Mysore](https://en.wikipedia.org/wiki/Mysore),  [Nanded](https://en.wikipedia.org/wiki/Nanded),  [Nashik](https://en.wikipedia.org/wiki/Nashik),  [Nellore](https://en.wikipedia.org/wiki/Nellore),  [Noida](https://en.wikipedia.org/wiki/Noida),  [Palakkad](https://en.wikipedia.org/wiki/Palakkad),  [Patna](https://en.wikipedia.org/wiki/Patna),  [Perinthalmanna](https://en.wikipedia.org/wiki/Perinthalmanna),  [Pondicherry](https://en.wikipedia.org/wiki/Pondicherry),  [Purulia](https://en.wikipedia.org/wiki/Purulia)  [Allahabad](https://en.wikipedia.org/wiki/Allahabad),  [Raipur](https://en.wikipedia.org/wiki/Raipur),  [Rajkot](https://en.wikipedia.org/wiki/Rajkot),  [Rajahmundry](https://en.wikipedia.org/wiki/Rajahmundry),  [Ranchi](https://en.wikipedia.org/wiki/Ranchi),  [Rourkela](https://en.wikipedia.org/wiki/Rourkela),  [Salem](https://en.wikipedia.org/wiki/Salem%2C_Tamil_Nadu),  [Sangli](https://en.wikipedia.org/wiki/Sangli%22%20%5Co%20%22Sangli), [Shimla](https://en.wikipedia.org/wiki/Shimla), [Siliguri](https://en.wikipedia.org/wiki/Siliguri),  [Solapur](https://en.wikipedia.org/wiki/Solapur%22%20%5Co%20%22Solapur),  [Srinagar](https://en.wikipedia.org/wiki/Srinagar),  [Thiruvananthapuram](https://en.wikipedia.org/wiki/Thiruvananthapuram%22%20%5Co%20%22Thiruvananthapuram),  [Thrissur](https://en.wikipedia.org/wiki/Thrissur%22%20%5Co%20%22Thrissur),  [Tiruchirappalli](https://en.wikipedia.org/wiki/Tiruchirappalli%22%20%5Co%20%22Tiruchirappalli),  [Tirur](https://en.wikipedia.org/wiki/Tirur%22%20%5Co%20%22Tirur),  [Tirupati](https://en.wikipedia.org/wiki/Tirupati%22%20%5Co%20%22Tirupati),  [Tirunelveli](https://en.wikipedia.org/wiki/Tirunelveli%22%20%5Co%20%22Tirunelveli),  [Tiruppur](https://en.wikipedia.org/wiki/Tiruppur%22%20%5Co%20%22Tiruppur),  [Tiruvannamalai](https://en.wikipedia.org/wiki/Tiruvannamalai%22%20%5Co%20%22Tiruvannamalai),  [Ujjain](https://en.wikipedia.org/wiki/Ujjain),  [Bijapur](https://en.wikipedia.org/wiki/Bijapur%22%20%5Co%20%22Bijapur),  [Vadodara](https://en.wikipedia.org/wiki/Vadodara%22%20%5Co%20%22Vadodara),  [Varanasi](https://en.wikipedia.org/wiki/Varanasi),  [Vasai-Virar City](https://en.wikipedia.org/wiki/Vasai-Virar_City_Municipal_Corporation%22%20%5Co%20%22Vasai-Virar%20City%20Municipal%20Corporation),  [Vijayawada](https://en.wikipedia.org/wiki/Vijayawada),  [Vellore](https://en.wikipedia.org/wiki/Vellore),  [Warangal](https://en.wikipedia.org/wiki/Warangal),  [Surat](https://en.wikipedia.org/wiki/Surat%22%20%5Co%20%22Surat)  and  [Visakhapatnam](https://en.wikipedia.org/wiki/Visakhapatnam)  |
| Class III  | All other cities |

## CHAPTER -8

**SPECIAL CONDITIONS OF CONTRACT**

* 1. **RESPONSIBILITY OF SUCCESSFUL TENDERER (CONTRACTOR)**
	2. The contractor shall provide appropriately Registered Vehicles on Daily Hiring basis only. The vehicles shall be provided place intimated to the contractor for travel as and when required on a Daily Hiring basis.
	3. In case of vehicles supplied on for daily/day to day basis for EdCIL for Officers/Project Work, the residence of officer concerned/reporting place shall be taken as the starting and closing point for the purpose of counting time and mileage. EdCIL will pay only for actual use from point to point in case of vehicles supplied on daily basis. A dead mileage of maximum upto 8 Km or actual whichever is less i.e. from/to garage shall be permitted. No mileage will be claimed for drivers’ lunch/breakfast or drawl of Petrol / Diesel /CNG etc.
	4. The contractor shall press into service only good quality cars with good interior, noiseless drive and in perfect running condition as per EdCIL requirement. The car shall always be provided with decent upholstery, clean seat covers, and other basic fittings/ accessories for maximum comfort of passengers.
	5. The contractor shall provide well-behaved drivers in proper uniform with valid driving license. The driver should also have some knowledge of car mechanism so that he could attend minor repairs and should be well conversant with roads and routes in the city. All the cars shall have Toolbox, First Aid Box, Spares, Fire Extinguisher, Torch, Umbrella and Stepney etc. Incase the driver is new to the area the vehicle must have GPS enabled navigation system in vehicle.

* 1. The drivers must also observe all the etiquette, protocols and extend usual courtesy (like carrying office bags/files to and fro from vehicles etc.) while performing the duty. They must be neatly dressed, should wear proper uniform and must carry a Driving License Photo Identify Card provided by the Contractor apart from carrying smart phone in good working condition.
	2. The vehicles sent to EdCIL duty at a nominated place on requisition by EdCIL official, must have all relevant documents like Registration Certificate (RC), Driving License, Insurance Cover, Road Tax Receipt, Permit, Pollution Certificate etc. The vehicle should be licensed and shall have valid permits for plying in the City. All vehicles whether plying, the vehicles shall conform to all Govt. Rules and Regulations in force from time to time which shall be ensured by the contractor. Daily Hired Vehicles can be utilized to ply in outside city area. Only such vehicles shall be provided for plying in outside city area which are having necessary permits as per Govt. Rules and Regulations.
	3. The contractor shall ensure compliance of all applicable laws such as Motor Vehicles Act 1988 and adhered to legal and labour provisions provided by Government of India which shall include Income Tax, Accidents, Employee State Insurance (ESI), Provident Fund, Minimum Wages Act, Contract Labour and Abolition Act etc.
	4. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor for housing of driver and parking of the vehicle(s) so that the same is available at short notice.
	5. In case of breakdown of the vehicle, the contractor shall provide the replacement (of same category) within a reasonable time failing which the touring executive(s) will be entitled to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.
	6. All kinds of repair/maintenance costs, charges of fuels, oils, lubricants, mobile phone charges, fee towards licenses/registration, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor throughout the duration of the contract.
	7. Parking charges, Toll Tax, DND charges, Passenger tax/Road Tax as applicable which are specifically related to and incurred in connection with a particular journey performed at the behest of the user shall be reimbursed as per actual by EdCIL on certification by the user on submission of documentary proof. State Entry Tax if any for journey outside city, will also be reimbursed by EdCIL.
	8. The contractor shall provide a copy of all the necessary documents to EdCIL, viz. copy of Registration Certificate (RC), Driving License, Insurance Cover, Road Tax Receipt, Permit, Pollution Certificate etc. at the time when a vehicle is supplied on a Daily basis. Any other relevant document relating to vehicle and its operation, are to be submitted as and when desired by EdCIL.
	9. The contractor shall ensure that only such adult drivers whose antecedents and character have been thoroughly verified including Police Verification are deployed for duty. The deployed drivers shall be in possession of the same while on duty.
	10. Vehicles provided by the Contractor to EdCIL shall use Diesel/Petrol/CNG only as specified against different categories with proper entries in Registration Certificate (RC) provided such type of vehicle (in terms of fuel) under specified category is permitted as per Govt. Rules and Regulations. If any vehicle provided to EdCIL is found to be using any other fuel except the one declared, the Contract may be terminated besides invoking Contract Performance Guarantee and further action under the terms and conditions of the contract.
	11. EdCIL 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. EdCIL 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 EdCIL for any act of the employees of the contractor, the contractor shall act as guarantor and indemnify EdCIL completely of all claims and expenses. The insurance cover shall be maintained by the contractor at its cost.

* 1. The Contractor shall be directly responsible for all disputes arising between him and his personnel and keep EdCIL indemnified against all losses, damages and claims thereof.
	2. The vehicles supplied to EdCIL must be fully and comprehensively insured covering the risk to the drivers and all passengers. The insurance shall protect the contractor and EdCIL against all risks, claims for loss, injuries, disability, disease and death of members of public including EdCIL men, and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such vehicles.
	3. Contractor shall in no case lease/transfer/sublet or appoint caretaker for services.
	4. The personnel engaged by the contractor shall be on the duty of the contractor and under no circumstances shall be deemed to be on the duty of EdCIL. EdCIL 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. Such staff shall not be entitled to claim any right, privilege or benefit from EdCIL and in the event of any such claim, the contractor undertakes to indemnify EdCIL for any loss or damage, financial or otherwise.
	5. The Contractor shall keep indemnified and hold harmless EdCIL and its top management, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this agreement or arising from any breach or non-compliance whatsoever by the Contractor or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises.

## VEHICLE REQUISITIONING, DUTY SLIP, LOG SHEET AND LOG BOOK:

* + 1. Booking of Vehicles given by Authorized EdCIL Officials shall only be considered for purpose of payment. The Contractor shall maintain the Duty Slip for Daily Hiring of Vehicle for every Trip giving all the details viz. Vehicle No., Model Name, Make and Year of Manufacturing, Vehicle Type (Petrol/Diesel/CNG), Name and Designation of User, Date of Reporting, Time of Reporting, Place of Reporting, Starting km at the Place of Reporting, Date of Releasing of Vehicle, Place of Releasing, Time of Releasing (Closing), Closing km at the Place of Releasing etc. it should be got signed by the user without any overwriting on it.
	1. The Drivers should be in proper Uniform with Name Badges and Photo Identity Cards. The Successful Tenderer (Contractor) will provide two sets of Uniform per year to each Driver as well as Photo Identity Card at its own cost. The Uniform of Drivers shall be as prescribed by the Regional Transport Authority (RTA)/Applicable Transport Authority for appropriately registered Vehicles.
	2. All the Vehicles provided by the Successful Tenderer (Contractor) shall be well equipped with GPS Device to enable tracking of these vehicles by the Successful Tenderer (Contractor).

## 2.0 OBLIGATION OF EdCIL:

* + 1. EdCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Successful Tenderer (Contractor) and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.
		2. EdCIL reserve the right to take action against on or behalf of contractor as deemed fit for continuation of services smoothly and without interruption.

## SPECIFIC PAYMENT TERMS AND CONDITIONS:

* 1. Bills for the Hiring of Vehicles during a month complete in all respect shall be submitted before 07th of every month for the previous month to the EdCIL. Payment shall be made only on presentation of the bill of all the Vehicles alongwith Log- Sheets and Duty Slips (in original) duly verified by the concerned officer.
	2. Deduction towards income tax as applicable under Income Tax Act 1961 shall be made from all payments made to the contractor.
	3. GST shall be paid as per applicability based on the documentary proof.
	4. It may be noted by the contractor that bills having cutting and over-writing in Duty Slips/Log Sheets shall not be entertained unless authenticated by the user.
	5. Bill/Invoice shall be submitted in duplicate duly mentioning GST Registration number and signed and stamped by the contractor.
	6. No advance payment shall be made.
	7. The contractor shall provide all the necessary details as required by EdCIL for passing of Bill/Invoice.

## ANNEXURE-I

**CONSTITUTION OF THE TRANSPORTER/ TAXI OPERATOR/COMPANY/FIRM/AGENCY**

|  |  |  |
| --- | --- | --- |
| **Sr. No** | **Description**  | **Remarks**  |
| **1.** | Full name of Tenderer (Transporter/Taxi Operator/Company/Firm/ Agency and Year of Establishment. |  |
| **2.** | Registered Head Office Address with Telephone No., Fax No. and E-Mail ID if any. |  |
| **3.** | Registered/Branch Office in India.  |  |
| **4.** | Address on which correspondence regarding this tender should be done. |  |
| **5.** | Constitution of Transporter/Taxi Operator/Company/Firm/Agency (Give full details including Name of Partners/Executives/Power of Attorney/Holders etc.) Documentary Evidence to be attached. |  |
| **6.** | Particulars of Registration with Government. |  |

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**ANNEXURE-II**

**Proforma for Experience Certificate. {on the letter head of the issuing department}**

M/s……………. ………………………………..has provided Hiring of Vehicle Services to this Department/Organization. The details are as under:-

* 1. Name of work/service :

2 Agreement/contract number :

1. Nature of Service provided :
2. Date of start of Service/work :
3. Date of completion of Service/

Work as per contract :

6 Actual date of completion of work/Service :

1. Total value of work/Service during the contract period (if completed):
2. In case of ongoing work/service, please indicate the payment made to the contractor for F.Y. 2016-17, 2017-18, 2018-19 and from April 2019 till Date.
3. Performance of the Contractor .

## ANNEXURE-III

**DETAIL OF Copies of work order RECEIVED IN LAST THREE FINANCIAL YEARS AND CURRENT FINANCIAL YEAR with COPIES of Balance Sheets**

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.** | **FINANCIAL YEAR** | **TOTAL TURNOVER in Rs.** | **Name of agency from where the work is awarded** |
| 1 | 2016-17 |  |  |
| 2 | 2017-18 |  |  |
| 3 | 2018-19 |  |  |
|  | TOTAL |  |  |

* For Financial Years 2016-17, 2017-18 and 2018-19 Copies of the Audited Balance Sheet may please be attached.
* For 2019-20 (April 2019 till Date), Un-Audited Results of Turnover of the Transporters/Taxi Operators/Companies/Firms/Agencies may be submitted Certified by the Chartered Accountant

# ANNEXURE-IV

**Proforma for Affidavit.**

**SELF-DECLARATION – NON BLACKLISTING**

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

General Manager (Admn),

EdCIL (India) Limited

EdCIL House, 18 A, Sector-16 A

NOIDA – 201301 (U.P.), India

Sir,

In response to the **Tender Ref. No.** 2(11)/2020-Admin/1 **Dated:28.01.2020** for Empanelment of Agencies for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I/We hereby declare that presently our Company/Service provider M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**Annexure-V**

**FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY**

Power of Attorney:

Know all men by these presents, we………………………………… (name of service provider and address of the registered office ) do hereby constitute, nominate appoint and authorize Mr./Ms………………………..son/daughter/wife of and presently residing at……………………………….., who is presently employed with /retained by us and holding position of…………….as our true and lawful attorney

(hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>………………………………project, proposed to be developed by the

………………………….. (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and con service provider all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE……………………………………THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON

THIS …………………….DAY OF …………….2019.

For …………………………………… (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)
2. (Signature, name and address)

Notarised

Accepted

………………………………………………………….

(Signature, name, designation, and address of the attorney)

Notes:

1. The mode of the execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostle certificate.

## Annexure-VI

**Details of Vehicles owned by Transporter/Taxi Operator/Company/Firm/Agency**

* + 1. **Number of Vehicles Owned (Segment Wise):**

|  |  |
| --- | --- |
| **Segment** | **Number of Vehicles** |
| **Small category vehicle** |  |
| **Mid category vehicle** |  |
| **Large category vehicle / MUV** |  |
| **SUV**  |  |
| Premium Sedan including all Luxury vehicles |  |

* + 1. **Details of Vehicles Owned (Along with Copy of Registration Certificate(RC), Insurance, Fitness Certificate and Permit for Each Vehicle):**

**Type of Vehicle (Small, Medium, Large, MUV / SUV Premium)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S. No.** | **Model** | **Make (Month/Year)** | **Registration No. (RC No.)** | **Date of Registration** | **Registration****in the Name of** |
| 1. |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

It is certified that the above information is true to the best of my knowledge and nothing is hidden or misrepresented.

 Signed ………………………….

 Name of the Authorized Signatory ………………….

In the capacity of ……………

Duly authorized to sign offers for and on behalf of ……………………

Bidder’s Name……………………………………

**Annexure- VII**

**Bid Form**

I. Addressed to

|  |  |  |
| --- | --- | --- |
| a. | Name of the tenderingauthority | GM (HR & Admn) EdCIL (India) Limited |
| b. | Address | EdCIL House 18-A, Sector 16-ANOIDA – 201301 (U.P.), India |
|  | Telephone | 0091-120-2512001/ 002/004/005/006  |
| d. | Tele-Fax | 0091-120-2512007 / 2512372 |
| e. |  Email Id |  |  harikrishan@edcil.co.in |
| II. **Tender Ref. No.** 2(11)/2020-Admin/1 **Dated: 28.01.2020** |
| III. Other related details: - |
|  | Name of Bidder |  |
|  | Name & Designation ofAuthorized Signatory |  |
|  | Registered/HeadOffice Address |  |
|  | Delhi Office | Address |  |
| Phone |  | Fax: |  |
| ContactPerson |  |
| Phone |  | Fax: |  |
|  | Website URL |  |
|  | Year of Establishment |  |
|  | Type of Service provider *(Put Tick mark)* | PublicLimited | PrivateLimited | Partnership | Proprietary |
|  | GST Number  |  |
|  | Firm Registration / Corporate Identification Number |  |
|  | Email Address |  |
|  | Indicate if organization has been blacklisted or not. |  |
|  | Breakup of Partners, Engagement Managers Associates and other consulting employees  |  |
|  | Telephone Number(s)/ Mobile |  |
|  | No. of offices globally Are there any clarifications, etc. that the Bidder may like to make. |  |
|  | The Tender EMD amounting to Rs. 25,000/- (Rupees twenty five thousands only) have been submitted, in favour of EdCIL (India) Limited, Payable at, NOIDA, India. | DD/ Banker's cheque No.\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_ |

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. no** | **Eligibility criteria** | **Document to Attached (with relevant Page number)** | Attached (Yes/No) |
|  | The agency should have presence in more than 5 cities (own offices) and should have services in 20 cities( Tier 1, Tier 2, & Tier 3)  | Self Certificate of address for each city. |  |
|  | Agency should have a fully operational own office in Delhi /NCR  | Proof of Registration of Office along with contact details of the officials be submitted.  |  |
|  | Have a minimum fleet of 20 vehicle on PAN India Level  | Self declaration requires with list of RC |  |
|  | The fleet should not be older then Aug 2016 |  |
|  | The average annual turnover of the company should not be less than 30 Lac during FY – 2016-17, 2017-18 & 2018-19. | Last 3 Years Balance Sheet & Profit and Loss account Duly Singed By CA be submitted  |  |
|  | The agency should be operational for more than 3 year. | Incorporation Certificate to be attached |  |
|  | The agency should be a registered firm / company / proprietary / partnership firm |  |
|  | The Bidder must be possessing GST Registration Number, PAN Card. | Copies of GST Registration, PAN  |  |
|  | The agency should have executed similar single work of Rs 8 lac or two work of Rs 5 lac or three works of Rs. 3.5 Lac during last three financial years i.e. during FY – 2016-17, 2017-18 & 2018-19 (excluding Tax).  | Copy of Work order to be submitted  |  |
|  | A declaration stating that firm is not debarred / Blacklisted by any PSU / Govt. Organisation. | On letterhead be furnished |  |
|  | The bidder should have experience of similar work with any of the Govt organization (Central Govt /State Govt / Public Sector /Autonomous bodies during last three years i.e. during FY – 2016-17, 2017-18 & 2018-19. | Work Order Copy to be Enclosed. |  |

1. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

IX. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Any other details contractor wants to submit in support of his suitability:

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

# Chapter - 9

# FINANCIAL BID

## SCHEDULE OF RATES:

## Rates hiring on daily basis  for local and Outstation: Required to upload scanned copy in PDF format (Bidders may fill in the unit rate and amount offered. The tender would be evaluated based on total amount quoted for basic category i.e.  8 hours and 80 KM / Outstation minimum running of each city/ category)

|  |  |
| --- | --- |
| Name of Agency: |  |
| **Local Duties** |
| Sr No. | Local Running | Quantity (1) | Rates Offered 8 H / 80 KM (2) | Total(3)  |
| **1** | **Medium category vehicle** |
| A | Class I Cities | 96 |  |  |
| B | Class II Cities | 60 |  |  |
| C | Class III Cities | 20 |  |  |
| **2** | **Large Sedan or MPV/SUV** |
| A | Class I Cities | 84 |  |  |
| B | Class II Cities | 60 |  |  |
| C | Class III Cities | 30 |  |  |
|  | Grand Total \*\* | XXXXX |

## \*\*-L1 will be decided based on the grand total XXXXX.

**Note :**

1. Taxes as applicable will be paid extra.
2. **Extra Kilometers will be paid @ 1%  & extra Hour will be paid @ 7% of rates offered for 8 hour /80 Km.**
3. **Night Charges for local usage  / Driver Allowance will  for outstation vehicle will be paid @ Rs. 200/- per night.**
4. Vehicle utilized over 4 hour shall be considered as for payment of 8 hour 80 Km. The Rates for Vehicle utilized for 4 hour 40 Km will be half of the 8 hour 80 KM rates, however the rates applicable for extra KM will be same.
5. The description of vehicle i.e. make, type of fuel, model etc. is given in **Chapter – 7,** “Scope of Work”.
6. Above rates are exclusive of GST. GST shall be paid as per applicability based on the documentary proof.

Signature & Stamp of the Bidder.

## Appendix-I

Format of Bank Guarantee for Performance Security

Name of the Bank: ----------

To

EdCIL (India) Ltd

**PERFORMANCE GUARANTEE FORMAT**

In consideration of the EdCIL acting through----- (Designation & address of Contract Signing Authority), (hereinafter called “EdCIL (India) Ltd”) having agreed under the terms and conditions of agreement/Contract Acceptance letter No.------------------------------------------- dt ……………. Made between…………. (Designation & address of contract signing Authority) and ……………. (here in after called “the said Service Provider” for the work……………………………………………………………………………………………….. (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for ……. ……only)) as a performance security Guarantee from the Service Provider for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We……………………( indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding ……….

( ……..only) on demand by the EdCIL (India) Ltd.

1. We…………… ( indicate the name of the bank, further agree that ( and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the General Manager (Admn), EdCIL (India) Ltd, Noida or --------------------------(Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider 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 .. ( …………. Only).

3. (a) We …………… ( indicate the name of Bank ) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Service Provider in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

1. The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.
2. We,……………..( indicate the name of bank ) to further agree 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 EdCIL (India) Ltd 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 the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.

1. (a) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until ( date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.
	1. Provided always that we…………….. ( indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we

………. (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.

1. We, …………….. ( indicate the name of Bank ) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said service provider and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

1. This guarantee will not be discharged by any change in the constitution of the Bank or the Service Provider.
2. We, (indicate the name of the Bank ) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.
3. This guarantee shall be valid upto (Date of Completion plus Handholding Period). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs…………….. ( Rs………………………..only) unless a demand under this guarantee is made on us in writing on or before…………….. we shall be discharged from our liabilities under this guarantee thereafter.

|  |  |  |  |
| --- | --- | --- | --- |
| Dated: | the | day of | for |
| (indicate the name of bank) |  |  |
|  |  | Signature of Banks Authorised official |
| Witness |  | ( Name )------- |  |
|  |  | Designation with Code No. --------- |
| 1 |  | Full Address----------- |  |
| 2. |  |  |  |

## Aappendix -II

**FORM OF AGREEMENT**

*(TO BE EXECUTED ON A RS.100/-NON JUDICIAL STAMP PAPER)*

Name of the work: ……………………………………………………………………………….

This agreement is made on the ---day of ------ between EdCIL herein after called “the Employer” of the one part and M/s------herein after called “the contractor” of the other part. Whereas the Employer is desirous that the work of ………………………………………………. “Herein after called the “works” and has accepted a Tender by the contractor for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
	1. Letter of Acceptance (LOA).
	2. Notice Inviting Tender.
	3. Check List for Documents to be submitted.
	4. Instructions to Bidders.
	5. General Conditions of Contract.
	6. Scope of Work.
	7. Special Conditions of Contract.
	8. Financial Bid.
	9. Corrigendum/Addendums if any.
	10. Successful Tenderer’s Submittal.
	11. All Tender Forms & Annexure.
	12. The Bidder’s undertaking.
	13. Documents to be submitted as per Check Sheet not covered in Successful Tenderer’s Submittal/Any Other Relevant Document.
3. In consideration of the payment to be made by the Employer to the Contractor as herein after mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by------and remedy any defects therein in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein. The Contract price of Rs.------------being the sum stated in the Letter of Acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times and in the manner prescribed by the contract.

## OBLIGATION OF THE CONTRACTOR:

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

## JURISDICTION OF COURT:

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all the disputes arising out of this agreement between the parties.

IN WITNESS WHERE OF the parties hereto have caused their respective Common Seals to be hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year first above written.

For and On Behalf of the Contractor For and On Behalf of the Employer Signature of the Authorized Official Signature of the Authorized Official

Name of the Official Name of the official

Stamp/Seal of the Contractor Stamp/Seal of the Employer SIGNED, SEALED AND DELIVERED

By the Said By the Said

…………………….Name …………………….Name

………………………… …………………………….

On Behalf of the Contractor in the On Behalf of the Contractor in the

Presence of Presence of

Witness…………. Witness………………..

Name…………….. Name…………………

Address………………. Address………………

## Note:

## \*to be made out by the Employer at the time of finalization of the Form of Agreement\*\*blanks to be filled by the Employer at the time of finalization of the Form of Agreement

\*\*\*TO BE DELETED IF NOT APPLICABLE

## Aappendix -III

**PROFORMA PRE CONTRACT INTEGRITY PACT**

**GENERAL**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_ day of the month of …. 2019, between, on one hand, acting through Shri/Smt. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Designation, EdCIL (India) Limited (hereinafter called the “BUYER”/ “EdCIL” interchangeably, 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 EdCIL proposes to procure services towards **Hiring of Quality Vehicles for EdCIL Corporate Office, NOIDA and TSG Project office, New Delhi** for the Period 2019- 20 To 2020- 21, for its clients and BIDDER/ Seller is willing to offer the said services and related items as referred to in the **Tender Ref. No. 2(11)/2020-Admin/1 Dated: 28.01.2020** WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL is a Public Sector Undertaking under Ministry of Human Resource Development performing its functions.

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 EdCIL to obtain the desired services as referred to in the **Tender Ref. No. 2(11)/2020-Admin/1 Dated: 28.01.2020** 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 the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. **Commitments of the EdCIL**
	1. The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, 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 BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
	2. The BUYER 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 BIDDER in comparison to other BIDDERs.
	3. All the officials of the EdCIL 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. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.
3. **Commitments of Bidders**

The BIDDER commits itself 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 contract or in furtherance to secure it and in particular commit itself to the following:

* 1. The BIDDER 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 EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
	2. The BIDDER 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 EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
1. Bidders shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
2. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
3. The BIDDER further declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or service provider or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, service provider or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.
4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
7. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

* 1. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
	2. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER’s service provider, the same shall be disclosed by the BIDDER at the time of filing of Bid.
	3. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.
1. **PREVIOUS TRANSGRESSION**
	1. The BIDDER 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 bid process.
	2. The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.
2. **EARNEST MONEY DEPOSIT**
	1. While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 25,000/- (Rs. Twenty five thousand only) towards Earnest Money Deposit (EMD) to be paid by Demand Draft/Banker’s Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of **EdCIL (India) Limited**, payable at New Delhi. **Tenders received without Earnest Money Deposit / MSME registration Certificate (Exemption Certificates) shall be summarily rejected.**
	2. The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.
	3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.
	4. No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

1. **SANCTIONS FOR VIOLATIONS**
	1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:
		1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
		2. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
		3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
		4. To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
		5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
		6. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
		7. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EdCIL.
		8. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
		9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
		10. Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
	2. The EdCIL will be 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 BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any 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.
	3. The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
2. **INDEPENDENT MONITORS**
	1. An Independent monitor (s) shall be appointed by EdCIL, incase of breach of the provisions of the pact.
	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.
	3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
	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.
	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 EdCIL.
	6. The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided b the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
	7. The EdCIL 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. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
3. **FACILITATION OF INVESTIGATION**

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

1. **LAW AND PLACE OF JURISDICTION**

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

1. **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.

1. **VALIDITY**
	1. The validity of this Integrity Pact shall be governed by the terms of the Tender No. 2(11)/2020-Admin/1 **dated 28.01.2020** towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.
	2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
2. The parties hereby sign this Integrity Pact at \_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_.

EdCIL (India) Limited on behalf of BIDDER

Name of the Officer

Designation

Witness Witness

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents).*

**Appendix -IV**

## Declaration for EdCIL

This is to confirm that I, (Name of Authorized Person of Transporter/Taxi Operator/Company/Firm/Agency), \_\_\_\_\_\_\_\_ (Designation of this Person) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Transporter/ Taxi Operator/ Company/ Firm/ Agency), have passed the benefit of Input Tax Credit available on the (goods/services) having HSN \_\_\_\_\_\_\_\_ supplied to the EdCIL (India) Limited after introduction of Goods and Services Tax w.e.f. 1st July, 2017.

Further, it is to confirm also that in case \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name of the Transporter/Taxi Operator/ Company/ Firm/ Agency) will receive any further benefit in future after 1st July, 2017 by way of availing Input Tax Credits which were not allowed to be availed before 1st July, 2017 or reduction in Tax Rates or in any other manner which results in reduction of cost of the \_\_\_\_\_\_\_\_\_ Goods/Services supplied to the Dedicated Freight Corridor Corporation of India Limited, than we will pass that benefit to the EdCIL (India) Limited also.

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| --- | --- |
| Signature of the Authorized Person |  |
| Name of the Authorized Person |  |
| Designation |  |
| Name of the Transporter/Taxi Operator/Company/Firm/Agency  |  |