BID DOCUMENT

NATIONAL COMPETITIVE BIDDING FOR

TENDER FOR SELECTION OF AGENCY FOR HIRING OF QUALITY VEHICLES FOR EdCIL (INDIA) LIMITED CORPORATE OFFICE, NOIDA AND TSG PROJECT OFFICE, NEW DELHI.

NIT No.: EdCIL/Admin./2(11)/2024-Travel/1

PART-I- TECHNICAL BID
PART-II-FINANCIAL BID

एडसिल EdCIL

Education • Innovation • Transformation

EdCIL (India) Limited
(A Govt. of India Mini Ratna Enterprises)
'EdCIL House', Plot No. 18A, Sector- 16A
NOIDA – 201301 (UP), INDIA

Dated: 12/03/2024

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CHAPTER-I

EdCIL (INDIA) LTD

(A GOVT. OF INDIA MINI RATNA ENTERPRISE)

NOTICE INVITING TENDER

NIT No.: EdCIL/Admin./2(11)/2024-Travel/1 Dated: 12/03/2024

1. EdCIL (India) Limited intends to invite **Two packet open tender** offers for Tender for Selection of Agency for Hiring of Quality Vehicles for EdCIL (India) Limited Corporate Office, Noida and TSG project office, New Delhi as per details given below:

Name of work	Selection of Agency for Hiring of Quality Vehicles For EdCIL (India) Limited Corporate Office, Noida and TSG project office, New Delhi
Estimated Cost of Work (Excluding GST)	Rs. 13,00,000/- (Rupees Thirteen Lakh Only).
Earnest Money Deposit	**Rs. 32,500/- (Rupees Thirty Two Thousands Five Hundred Only)** In form of Demand Draft issued by any Nationalized Bank of India or any Scheduled Bank of India in favor of EdCIL (India) Limited, payable at Noida. ***Tenders received without Earnest Money Deposit / Exemption Certificates shall be summarily rejected.*** **Bidders registered with MSME are exempted from submission of EMD.**
Performance Bank Guarantee (PBG)	3% of the total work value of the successful bidder. PBG is required to be submitted within 15 days from the date of issue of LOA in favor of **EdCIL (India) Limited.** This guarantee shall be valid for a period of 120 days beyond the contract period.
Name of Organization	EdCIL (INDIA) LIMITED
Tender Type (Open/ Limited/ EOI/ Auction/ Single)	Open
Tender Category (Services/ Goods/ works)	Services
Type/Form of Contract (Work/Supply)	Work
Product Category	Vehicle Services
Purchaser, Place of delivery and Duration of Work.	EdCIL India Limited, Delhi/NCR, Period of Contract will be 3 Years (**1+2 years). Initially for one year further extension will be on yearly basis on satisfactory performance and requirement.**
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Issue/Publishing	**12/03/2024**

Document Download/ Sale Start Date	**12/03/2024**
Pre Bid Meeting date and time	**20/03/2024 At 11:00 Hrs.**
Last Date and Time for receipts of Bids	**27/03/2024** at 15:00 Hrs.
Date and Time of Opening of Technical Bids	**27/03/2024** at 16:00 Hrs.
No. of Covers (1/2/3/4)	02 (Two packet)
Bid Validity days (180/120/90/60/30)	120 days (From last date of opening of tender)
Address for Communication	GM (HR&A), EdCIL (India) Limited, 18 A, Sector-16A, Noida-U.P.-201301,
Contact No.	Tel: 0120 –4156001-02, 4154003, 2970206-207, Fax: 0120 – 2970209
Email Address	ugaikwad@edcil.co.in, traveldesk@edcil.co.in
Note	Consortium bidding shall not be allowed at any stage for fulfillment of eligibility criteria.

2. Tender document shall be downloaded from EdCIL website Tender page.
3. Bidders are advised to visit the EdCIL Web site for getting them updated for information on this tender. Corrigendum and addendum may be issued on the changes required. The Corrigendum/ addendum are the part of tender documents and Bidders are supposed to submit the same, duly signed as per the guidelines given in the tender document. Bidders are advised to visit EdCIL web page regularly to update themselves for any notifications for this tender.

GM (HR&A),
EdCIL (India) Limited,
18 A, Sector-16A, Noida-201 301
Tel: 0120 –4156001-02, 4154003,
2970206-207

CHAPTER- II
Bid Submission Documents

1. The bidder is requested to submit the following documents with the tender document to the address of communication, before due date in a Sealed Envelope at the given address.
2. The envelope shall bear the Tender name, tender number and the words 'DO NOT OPEN BEFORE' (due date & time of Opening of tender).
3. The bids (complete in all respect) must be submitted in **Two Envelopes** as explained below which will be further covered in single envelop:

Envelope-1		
Sl. No.	**Documents**	**Content**
1.	Technical Bid	Annexure-I
2.		Organization Declaration Sheet as per Annexure-II
3.		Supporting documents in support of all claims made at Annexure-III to Annexure-XIII.
4.		Corrigendum/ Addendum are also to be signed before submission.

Envelope-2		
Sl. No.	**Documents**	**Content**
1.	Financial Bid	As per Financial Bid forms and Annexure-XIV & XV

CHECK LIST FOR DOCUMENTS TO BE SUBMITTED		
S. No.	**Documents to be Attached**	**Yes/No**
1.	Earnest Money Deposit (EMD) of requisite amount in the prescribed form.	
2.	The Covering Letter as per format given in the Section 2.	
3.	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 VIII.	
4.	Certified Copy of GST No, PAN Card & Aadhar Card.MSME Exception Certificate	
5.	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.	
6.	Constitution of the Transporter/Taxi Operator/ Company/Firm/Agency in the form prescribed in Annexure-III.	
7.	Experience Certificate as per Annexure–V and Affidavit as per Annexure-IV.	
8.	The Bidder should be a profit making Company during **three** financial years out of last four financial years i.e. 2020-21, 2021-22, 2022-2023. Certificate by Chartered Accountant to be enclosed.	
9.	Details of Contractual Payment Received in Last three Financial Years and Copy of Audited Balance Sheets for last three Financial Years 2020-21, 2021-22, 2022-2023 duly Certified by a Chartered Accountant as per Annexure VI.	
10.	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-XII.	
11.	Complete Tender Document including Corrigendum/Addendums Signed by the Bidder.	
12.	Financial Bid duly filled in (Financial Offer).	

CHAPTER-III

REFERENCE & DEFINITIONS

Supplier	"Supplier" shall mean the successful agency/ bidder, firm or corporation to whom the Job Order is issued.
Authorized Signatory	The bidder's representative (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 from the Competent authority of the respective Bidding firm.
Bid/Tender	"Bid" means the response to this document presented in Two packets, Technical Cum Commercial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder/Tenderer	"Bidder" means any individual/ proprietor/ partnership firm/ agency/ company/ responding to Request for Proposal 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 normal working day with or without extra hours to work on the designated site of the project/ work.
EMD	Earnest Money Deposit
D.D	Demand Draft
EdCIL	EdCIL (India) Limited, Noida (A Govt. of India Enterprise)
TC	Tender Committee
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
TENDER	"**TENDER**" means the Request for Proposals
Goods and Materials	"Goods and Materials" shall mean the articles, materials, equipments, Furniture Items, IT Equipments, supplier's drawings, data and other property and all services-including design, delivery, installation, inspection and maintenance support specified or required to complete the order and incidental thereto.
Order	"Order" shall mean the Purchase/ Work Order and its attachments and exhibits.
Purchaser	"Purchaser" shall mean EdCIL (India) Limited
Consignee	"Consignee" shall mean Authorized Representative of EdCIL (India) Limited / Authorized representative of Client.
GST	Goods and Services Tax
EPF	Employee Provident Fund
ESI	Employees State Insurance.
MSME	Micro, Small and Medium Enterprises.
NSIC	National Small Industry Corporation.
GOI	Government of India.

CHAPTER-IV
INSTRUCTIONS TO BIDDERS

1. **Due date**: The tender has to be submitted before the due date & time as mentioned in the NIT or any later notification

2. **Preparation of Bids**: The offer/ bid shall be submitted in Two packet system (i.e.) Technical and Financial bid. The technical bid shall consist of all technical details along with commercial terms and conditions. Financial bid shall indicate item wise rate for the items mentioned in the technical bid in the given format.

3. **EMD:**
EMD (earnest money deposit) of Rs. 32,500/- (Thirty Two Thousands Five Hundred Only) shall be submitted separately in the form of Demand Draft in favor of "EDCIL (India) Limited" payable at Noida from any of the **Approved Nationalized /Scheduled Bank of India,** (as per Clause 30 of Chapter IV) with a validity of three months from the last date of submission of tender. The EMD can also be submitted in form of Bank Guarantee (BG). BG Should remain valid for 120 days beyond the period of validity of tender. The Bid sent without EMD shall be considered as NON-RESPONSIVE and liable to be rejected.

Note: Bidders registered with MSME are exempted for submission of EMD as per the guidelines of the MSME Ministry, GOI, Subject to submission of valid MSME Certificate.

4. **Refund of EMD**:

   I. The EMD will be returned to unsuccessful Tenderer only after the Tender is finalized.
   II. Earnest money will be forfeited, if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
   III. In Case of Successful Bidder, the EMD shall be refunded after submission of 3% Performance Bank Guarantee from a nationalized bank operating in India. In case the successful bidder is MSME registered, **will require to submit PBG**.

5. **Acceptance/ Rejection of bids:** EdCIL reserves the right to reject any or all offers without assigning any reason. EdCIL based on the requirement without assigning any reason to the Bidder/s may split work/Scope/Bid offer in stages or in parts according to the need of work or for ease of execution of work. EdCIL reserves right to take decision according to requirement and no claim on whatsoever ground shall be entertained from the bidder. Final decision of EdCIL shall be binding on the bidder.

6. PRE-QUALIFICATION CRITERIA:

(Documents must be provided in support of the following PQ Criteria otherwise bids will be summarily rejected)

S.No.	PQ CRITERIA	Supporting Documents required
(i)	The bidder must be a Company (Ltd. Or Pvt. Ltd.)/Proprietary /Partnership Firms/LLP registered with Statutory Authorities in India for the last three years from the date of NIT.	Copy of certificate of incorporation/ any other legally valid supporting document
(ii)	The average annual turnover of the bidder firm should be minimum **Rs 20 Lakh (Rs. Twenty Lakh only)** during the last three financial years i.e. 2020-21 2021-22 & 2022-23.	Documentary proof in support of turnover be submitted.
(iii)	The Bidder must have successfully executed (during the last three completed financial year i.e. 2020-21 2021-22 & 2022-23.) at least one or more similar nature services orders in PSU/Government organization/ reputed Private organizations/ MNCs from start to finish from of the following: one single work order of similar nature services having value of **Rs.10 lakh (Rs. Ten lakh)** (OR) Two work order of similar nature services having value of **Rs. 5,20,000/- (Rs. Five twenty thousands)**	Copies of work orders and completion certificates. In case of non-availability of completion, final bill copy submitted by the bidder to the client/ Certification from Client can be submitted as proof of completion of work/ Installation.
(iv)	The Bidder must have a minimum fleet of 10 cars/ four wheelers registration from the date of NIT/ Release of Tender.	List of Vehicles/Cars segment-wise indicating the Make, Registration No. and Model as per format given in Annexure-X. Copy of self-attested Registration/Certificate be attached.
(v)	The Bidder must be possessing GST Registration Number, PAN Card.	Certified Copy of GST Registration Number and PAN Card.
(vi)	The Bidders should submit an Affidavit that they have not been blacklisted/ debarred for similar business by any Government Department/PSU in last three years; to be reckoned from date of invitation of bid.	Affidavit/Documents to be enclosed. Performa of Affidavit is given in Bid Document.
Note: Consortium bidding shall not be allowed at any stage for fulfillment of eligibility criteria.		

Notwithstanding anything stated above, the Consignee/ EdCIL reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the work by EdCIL. No claim whatsoever be entertained after decision on PQ/Tender.

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 November 2019 for travel within the National Capital Region of Delhi (NCR Delhi) and outside NCR Delhi as and when required strictly as per the description, make, fuel etc. for Monthly Hiring and Daily Hiring basis as stated below: -

i. Daily Hiring within Delhi NCR
   - Hiring of Vehicle on 4 Hour 40 Km.
   - Hiring of Vehicle on 8 Hour 80 Km.
ii. Hiring of Vehicle for Outstation
iii. Hiring on monthly basis.

S. No.	Type of Vehicle	Description of Vehicle	Fuel
1	Small	Maruti Suzuki Wagon R/ Maruti Suzuki Swift / Toyota Etios Liva etc or equivalent model	Petrol/ Diesel/CNG
2	Medium	Maruti Suzuki Dezire/ Honda Amaze / Hyundai Accent/ Toyota Etios or equivalent model	Petrol/ Diesel/CNG
3	Large/ MPV	Honda City/ Hyundai Verna/ Maruti Suzuki Ciaz/ Ertiga or equivalent model	Petrol/ Diesel/CNG
4	SUV	Toyoto Innova Crysta equivalent model	Petrol/ Diesel
5	Premium	Toyota Corolla Altis/Skoda OCTAVIA or equivalent model	Petrol/ Diesel

This requirement is depending on our corporate office requirement and on the requirement asked by the TSG/ Ministry services.

8. Performance Security:

i. The successful bidder should be required to deposit Performance Bank Guarantee equivalent to **3% of contract value/Work Order** to EdCIL within 15 (Fifteen) days from the date of receipt of LOA.

ii. The Performance Bank Guarantee should be issued by a **Authorised NationalizedBank/ Scheduled Bank** (as per Clause 30 of Chapter IV) in favor of **"EdCIL (India) Ltd. Noida**". This Performance Bank Guarantee should be retained throughout the currency of the contract and should be extended by the bidder from time to time, as required by EDCIL.

iii. This guarantee shall be valid for a period of **120 days beyond the date of completion of Contract period.**

iv. In case the duration of contract is extended beyond the initial one-year period the successful bidder is required to deposit Performance Bank Guarantee equivalent to 3% of contract value to EdCIL within 15 days from the date of receipt of extension order.

v. MSME registered agencies are also required to submit PBG from approved Nationalised / Scheduled banks.

9. Force Majeure:

The Supplier should not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

i. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events shall include, but are not limited to, acts of the Consignee either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

ii. If a Force Majeure situation arises, the Supplier should promptly notify the Consignee in writing of such conditions and the cause thereof. Unless otherwise directed by the Consignee in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and should seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10. Duration:

3 years (four Years on 1+2 years) **initially for one year further extendable on yearly basis on satisfactory performance and requirement basis.** EdCIL reserve the right to increase or decrease the contract period.

11. 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 Annexure 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.

12. Statutory Compliances: The Contractor shall;

i. **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.

ii. **Keep EdCIL indemnified against all losses**, damages or liability arising out of or imposed in the course of deployment of Vehicle along with Drivers or arising in accordance with any labor laws or other Statutory Compliances or due to any other reason. EdCIL will not have any liability whatsoever concerning the persons deployed by the Contractor for the purpose or arising in accordance with any labor laws or other Statutory Compliances or due to any other reason.

iii. If as a result of any claim arising out of any reasons stated in 12 (b) above or due to any negligence on part of the Drivers deployed, if EdCIL is made to pay any amount, then EdCIL shall recover the same from the payment due to the Contractor or send a notice to the Contractor for refund of the same to the EdCIL and the Contractor shall be liable to reimburse the same within 7 working days of the receipt of such notice.

iv. **The Bidder shall comply all statutory requirements** including compliance of LAWS, Acts, Rules and Regulations.

13. Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

14. Resolution of Disputes:

i. 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.

ii. 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.

15. Applicable Law

The Contract should be interpreted in accordance with the laws of the Union of India and all disputes should be subject to place of jurisdiction.

16. Governing Language

The contract should be written in English language. English language version of the Contract should govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, should be written in the same language.

17. Notices

i. Any notice given by one party to the other pursuant to this contract/order should be sent to the other party in writing or FAX or e mail and confirmed in writing to the other party's address.

ii. A notice should be effective when delivered or on the notice's effective date, whichever is later.

18. Rejection of tender and other conditions:

i. 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.

ii. Conditional tenders, incomplete tenders or otherwise considered defective and not in accordance with the tender conditions, specifications etc. are liable to be rejected.

iii. If the Tenderer deliberately gives wrong information in his tender, EdCIL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/ Performance Security/any other moneys due.

iv. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.

v. Should a Tenderer or Contractor or in the case of a firm or Company of Contractors/one or more of its Partners/Shareholders/ Directors have a relation or relations employed in EdCIL, the authority inviting the tender shall be informed to the fact along with the offer, failing this EdCIL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

19. Payment Terms:

i. Payment shall be made to the Agency on a monthly basis within 30 days of receipt of final bill correct in all aspects, (Which includes receipt for related expenses and supporting documents) for which contractor shall submit monthly bill/invoice before 7th of next month for the billing (previous) month.

ii. GST shall be paid as per applicability based on the documentary proof.

iii. Bill/Invoice shall be submitted in duplicate duly mentioning GST Registration number and signed and stamped by the contractor.

iv. Payment to the contractor shall be made through Electronic Clearing System (ECS). The Contractor shall submit complete bank details/NEFT Mandate Form issued by their bank.

v. Tax Deducted at Source (TDS) will be deducted from the payment due to the contractor as per Central Government/State Government Rules/Norms as applicable.

vi. No advance payment shall be made.

vii. The contractor shall provide all the necessary details as required by EdCIL for passing of Bill/Invoice.

20. Termination for Default

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, Un-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 NCR 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.

For the purpose of this Clause:

- "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid rates at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;'"
- In the event the Consignee terminates the Contract in whole or in part, the Consignee should procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier should be liable to the Consignee for any excess costs for such similar Goods or Services. However, the Supplier should continue the performance of the Contract to the extent not terminated.

21. Disputes and Jurisdiction: Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within New Delhi.

22. Compliance: The bidder to comply with the technical specifications as given in the BOQ.

23. Award of Contract:

i. EdCIL reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.

ii. EdCIL has the right to review at any time prior to award of contract that the qualification criteria, as specified in Clause: 6 of Chapter: V are still being met by the Bidder whose offer has been determined as first rank. A proposal shall be rejected if the qualification criteria, as specified in Clause: 6 are no longer met by the Bidder whose offer has been determined as first rank.

24. Rates in Figures and Words:

Rates Quoted by the Bidder in tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rates quoted by the Bidder will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the Bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to

be executed accordingly. In the case of any tender where unit rate of any item/items appear unrealistic, such tender / item(s) will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender/ item(s) is liable to be disqualified and rejected.

25. Responsibility of Successful Tenderer (Contractor) (Transporter/Taxi Operator/ Company/ Firm/ Agency)

25.1. The contractor should supply appropriately registered vehicles with State Transport Authority/ Delhi/NCR or similar vehicles registered in other areas of NCR. The vehicles should fulfill the condition prescribed in Motor Vehicles Act'1988 and not manufactured before November 2019 as per Registration Certificate. All vehicles will be inspected by EdCIL officials before deployment.

25.2. The contractor shall maintain offices at Delhi/NCR with adequate staff, telephone and fax facilities round the clock during the currency of contract.

25.3. In case of CNG vehicles, the vehicles provided should have company fitted CNG kit with proper entries in Registration Certificate.

25.4. The contractor shall provide appropriately Registered Vehicles on Monthly and Daily Hiring basis only. The vehicles shall be provided at EdCIL Office premises at Delhi/NCR or at any other place intimated to the contractor for travel within & outside Delhi NCR area as and when required on a Monthly/Daily Hiring basis.

25.5. The hiring charges on monthly basis will be for 2500 km and 312 hrs. With six days a week working. For additional kilometers beyond 2500 km, hiring charges will be determined based on Rate per km (beyond 2500 km) of the Contract. The day of weekly rest will be determined by the Using Officer or by the Officer In charge as the case may be. The Additional Vehicle hiring on daily basis will be for 80 km and 8 hrs. For additional kilometers beyond 80 km, hiring charges will be determined based on Rate per km (beyond 80 km) of the Contract. The monthly/daily basis hired vehicles may also be used for out station journey (Outside Delhi NCR) (in very rare cases).

25.6. The Dead Mileage :

a) **For Monthly basis :**In case of vehicles supplied on monthly 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 monthly/daily basis and not for the dead mileage i.e. from/to garage running shall not be paid. No mileage will be claimed for drivers' lunch/breakfast or drawl of Petrol / Diesel /CNG etc.

b) **For Day to day basis/Outstation vehicles:** Maximum Dead mileage of 8 KM will be allowed from garage to reporting place of vehicle and similarly after release of vehicle 8 km dead mileage will be allowed from releasing place to garage, subject to separate mileage of Garage Out KM, Reporting KM, Reporting Place, Releasing Km, Releasing place, Garage In KM are mentioned on duty slip. Refer annexure for duty slip. The claim will not be accepted if the dutyslip is not compliance.

25.7. 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.

25.8. 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 Delhi/NCR area. All the cars shall have Toolbox, First Aid Box, Spares, Fire Extinguisher, Torch, Umbrella and Stephaney etc. In case the driver is new to the NCR region the vehicle must have GPS enabled navigation system in vehicle.

25.9. 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.

25.10. The driver shall abide by the rules laid down by Transport Authority or any Authority relevant to the subject and should always strictly follow the Traffic Rules and Regulations so as to ensure safety of the passenger(s)/others.

25.11. The contractor shall ensure compliance of all applicable laws such as Motor Vehicles Act 1988 and adhered to legal and labor provisions provided by Government of India which shall include Income Tax, Accidents, Employee State Insurance (ESI), Provident Fund, Minimum Wages Act, Contract Labor and Abolition Act etc.

25.12. The vehicles sent to EdCIL office/or 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 NCR area such as Gurgaon, Noida, Greater Noida, Ghaziabad, Faridabad etc. All vehicles whether plying in the NCR area or outside NCR area, the vehicles shall conform to all Govt. Rules and Regulations in force from time to time which shall be ensured by the contractor. Monthly/Daily Hired Vehicles can be utilized to ply in outside NCR area. Only such vehicles shall be provided for plying in outside NCR area which are having necessary permits as per Govt. Rules and Regulations.

25.13. No change of vehicle(s) or driver(s) will be allowed without the prior permission of EdCIL.

25.14. 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 expenses thus incurred shall be recovered from the bills of the contractor.

25.15. All kinds of repair/maintenance costs, charges of fuel, oil, lubricant, mobile phone charges, fee towards licenses/registration, calla's, 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.

25.16. Parking charges, Toll Tax, 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 to NCR outside Delhi will also be reimbursed by EdCIL.

25.17. 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.

25.18. 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.

25.19. 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 Monthly/Daily basis. Any other relevant document relating to vehicle and its operation, are to be submitted as and when desired by EdCIL.

25.20. The drivers shall abide by the rules laid down by Motor Licensing Authority and shall always strictly follow the Traffic rules and regulations so as to ensure safety of the passengers. Any challan /penalty imposed on the driver, or imposed due to any defect/deficiency in the vehicle, the same shall be borne by the Successful Tenderer (Contractor). In case of any accident, all the claims arising out of it shall be met by the Successful Tenderer (Contractor).

25.21. 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.

25.22. 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.

25.23. No other person except Contractor's authorized representative shall be allowed into EdCIL premises as per the requirement of the contract.

25.24. 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.

25.25. 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.

25.26. 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.

25.27. Contractor shall in no case lease/transfer/sublet or appoint caretaker for services.

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

25.29. Vehicle Requisitioning, Duty Slip, Log Sheet and Log Book:

a) 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 and Log Book for Monthly 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.

b) The Contractor shall arrange Printed Duty Slips, Log Books and Log Sheets (Monthly Summary) in English/Bilingual Language(s) as per the format approved by the EdCIL at its own cost. Log Books shall be Hard Bound. All pages of Log Books shall be serially numbered.

c) The vehicle running for Monthly and Daily hired should be mentioned properly on the Log Book /duty slip with the route covered by user, in order to avoid deduction and delay in payment of bills. Opening and Closing meter reading should be verified by the user on each duty slip.

d) The Duty Slip/Log Sheet/Log Book duly filled in, should be got signed by the user. It should be ensured that there is no overwriting in the Duty Slip/Log Sheet/Log Book. Tampering with the contents of the Duty Slip/Log Sheet/Log Book would be viewed very seriously. In no case Duty Slip/Log Sheet/Log Book without signature will be accepted for payment unless specifically intimated in advance.

25.30. Successful Tenderer (Contractor) shall ensure complete compliance (in respect of the drivers engaged for EdCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labor (Regulation and Abolition) Act, 1970, Employees' Provident Fund Act, ESI Act, Miscellaneous Provisions Act 1952 under Labor Laws, etc. and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Successful Tenderer (Contractor) would undertake to indemnify EdCIL on any cost or liability it may incur on account of such non-compliance.

25.31. Wages to the drivers shall be provided as per Minimum Wages Act, 1948 and latest notification issued in this regard. In case of any statutory increases in the wages of Labor in accordance with the Minimum Wages notification issued by the appropriate authority under the Minimum Wages Act from time to time, payment of wages to the drivers deployed should be revised accordingly by the Successful Tenderer (Contractor).

25.32. Successful Tenderer (Contractor) shall not terminate the services of drivers deployed for EdCIL unilaterally. In case, any driver is proposed to be replaced/terminated by the Successful Tenderer (Contractor), such action should be taken only with the approval of EdCIL.

25.33. No relationship of employer and employee shall be entertained between the EdCIL and the drivers engaged by the Successful Tenderer (Contractor).

25.34. The Successful Tenderer (Contractor) would comply with the statutory requirements; rules and regulations applicable to drivers engaged by him including vehicles deployed for EdCIL Duty and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Successful Tenderer (Contractor) shall comply with all terms and conditions thereof strictly, and shall keep such registrations, licenses, and approvals and sanctions duly validated and/or renewed from time to time throughout the currency of this Contract.

25.35. Successful Tenderer (Contractor) alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the EdCIL. The EdCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Successful Tenderer (Contractor) for any purpose whatsoever nor would the EdCIL be liable for any claim(s) whatsoever of any person(s) of the Successful Tenderer (Contractor) and Successful Tenderer (Contractor) shall keep EdCIL totally and completely indemnified against any such claim(s).

25.36. The Successful Tenderer (Contractor) shall maintain all registers and records required under various Acts/Statutory Provisions and also for execution of contract, which may be inspected by the EdCIL as well as the appropriate authorities at any time.

25.37. Notwithstanding anything herein contained, the Successful Tenderer (Contractor) will be liable to adequately compensate EdCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Successful Tenderer (Contractor) or of any persons deployed by it pursuant to the Contract.

25.38. Successful Tenderer (Contractor) shall indemnify and keep EdCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the EdCIL on account of and/or arising out of the failure of the Successful Tenderer (Contractor) to adhere to any statutory requirement, or to follow such rules, regulations, guidelines or procedures as may be required under any statute or directive.

25.39. 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.

25.40. In case, the Driver deployed by the Successful Tenderer (Contractor) is found to be suffering from any communicable disease or any disease which renders him unsuitable for the job he should be immediately replaced.

25.41. 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).

25.42. Successful Tenderer (Contractor) shall make actual disbursement of wages/salary to the Drivers through their Bank accounts. Successful Tenderer (Contractor) shall submit documentary proof for the same. Any dispute arising out of non-payment, short payment or delayed payment has to be settled by the Successful Tenderer (Contractor) and the Drivers engaged by him.

26. Obligation of EdCIL:

i. 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 within 30/45 days from receipt of bill for the services as provided in this contract.

ii. EdCIL reserve the right to take action against on or behalf of contractor as deemed fit for continuation of services smoothly and without interruption.

27. Specific Payment Terms and Conditions:

27.1 Bills for the Hiring of Vehicles (Monthly and Daily hired) 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 along with Log- Sheets and Duty Slips (in original) duly verified by the concerned officer.

27.2 Extra day charges: Extra days payment, for monthly hired vehicle will be made on pro-rata basis(Including 12 hours duty 100 KM- this should not be claimed in monthly limit fixed for the vehicle if Extra day is charged) and only after completing 26 working days excluding Gazetted holidays and weekly off.

27.3 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 submission of original receipts duly signed/verified by users/officers. State Entry Tax if applicable for Journey to NCR outside Delhi will also be reimbursed by EdCIL.

27.4 Deductions shall be made in terms of penalty clause against the bills pertaining to the days of unsatisfactory service and non-fulfillment of contract conditions, as reported by the user. The decision of EdCIL shall be final in this regard.

27.5 Deduction towards income tax as applicable under Income Tax Act 1961 shall be made from all payments made to the contractor.

27.6 GST shall be paid as per applicability based on the documentary proof.

27.7 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.

27.8 The contractor shall give consent in a mandate form for receipt of payment through ECS/RTGS/NEFT. Charges if any will be on account of the contractor. The contractor shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. and Bank and Branch Code as appearing on MICR cheque issued by the Bank.

27.9 Rates of fuels will be revisited on half yearly basis. i.e. 01st January and 01st July of every contracted year than that of price of fuel at the time of commencement of contract / Last revision of price. If the price is inflated / reduced (+/-) more than or equal to 10%, contracted rates shall be revised by (+/-) 10% with the approval of Competent Authority. The agency requires to give a certificate to this effect with a fuel bill as supporting document. Consequent upon increase /Decrease in fuel price by more than 10% the rates shall be proportionate increase /decrease will be proposed in the rates fixed for hiring of vehicle as per the following formula:

$$A = (Y * 5.34) - (X * 5.34)$$

Kilometer running in per liter fuel	: **15 KM**
Cost of Fuel on Day 1 of award of contract (date from Inflation is claimed)	: **X**
Cost of fuel as on date (Date on which request received for revision)	: **Y**
Cost of fuel Increased for 80 Km	: **A**

(Equal percentage % of increase /Decrease shall also be applicable for other items viz. extra Km/Extra hour / Night /Driver allowance.)

E.g. To run 80 km total fuel required is 5.34 Lts cost of fuel per liter is Rs. 100, so total cost of fuel would be Rs. 534, whereas after inflation new price of fuel is Rs 110/- per liter so the new cost of fuel will be Rs. 587.40 so the new cost of hiring of vehicle for 8 hour 80 Km will be inflated by Rs. 53.40.

28. QUANTITY VARIATION & PRICE VARIATION:

i. EdCIL shall be at the liberty to increase/decrease the overall number of vehicles required by +/- 50% and the same shall be acceptable to the contractor.

ii. No guarantee can be given of any definite volume of work which will be entrusted to the contractor at the beginning or throughout the period of the contract. Quantities shown are tentative and may vary as per requirement of EdCIL. If EdCIL is not in a position to utilize all the vehicles provided, then it will be at the liberty to surrender the vehicles not required. Payment shall be made by EdCIL as per the actual utilization of vehicles only.

29. PENALTY (GST will be Charged extra as applicable)

Penalty depending on the nature of unsatisfactory service or non-compliance of terms and conditions mentioned in the Tender Document/Contract Agreement, will be deducted from the due amount in the following conditions:-

Sl.No.	Description	Penalty
I	Vehicle provided by the contractor not an appropriately registered vehicle (as mentioned in the Tender Document/ Contract Agreement) on any particular occasion.	Rs. 1,000/- per Vehicle per Occasion.
II	Driver under the influence of Intoxicant/Drug/other Banned Substance.	Rs. 1,000/- first Occasion. Rs. 2,000/- Second Occasion Rs. 5000/- each after second occasion.
III	Faulty/Tempered Km Meter.	Rs. 1,000/- per Vehicle per Occasion.
IV	Vehicle not found clean or in perfect running condition with shining body, clean interior, good upholstery and neat and clean seat covers or without seat-covers or without adequate fuel while reporting.	Rs. 500/- per Vehicle per Occasion.
V	Non-functioning of Air-Conditioning/Heating as the case may be.	Rs. 500/- per Vehicle per Occasion.
VI	In case of delay/non-reporting of vehicle for duty or withdrawal of a vehicle without providing replacement.	Rs. 2000/- per vehicle per day + non-payment of charges for the day.
VII	Driver not carrying relevant documents i.e. Driving License, RC, Insurance, Permit, Road Tax Receipt, Pollution Certificate etc. as applicable.	Rs. 500/- per Vehicle per Occasion.

Sl.No.	Description	Penalty
VIII	Non-availability of Tool Box, First Aid Box, Spares, Fire Extinguisher, Torch, Umbrella and Stephaney etc. or Fire Extinguisher with expired date.	Rs. 500/- per Vehicle per Occasion.
IX	Driver not in proper Uniform or without Photo Identity Card.	Rs. 500/- per Vehicle per Occasion.
X	Dis-Courteous/Undisciplined / Behavior of the Driver.	Rs. 500/- per Vehicle per Occasion.
XI	Poor Performance of Driver including Non- Compliance of Traffic Rules and Regulations and Poor Knowledge of NCR Area.	Rs. 500/- per Vehicle per Occasion.
XII	Non-Compliance of Terms and Conditions of Tender Document/Contract Agreement.	Rs. 500/- per Occasion subject to maximum of Rs. 1500 per day.

(In addition to the penalties for offences at S. No. 5 (I), 5(II), 5(III), 5(V) and 5(XI), the contractor shall have to replace Vehicle/Driver immediately as applicable).

NOTE:

(i) In case the vehicle does not report on time or is not found in perfect running condition, the vehicle would be returned for replacement or EdCIL would hire a vehicle from other source and cost incurred by EdCIL shall be deducted along with above penalty from the contractor.

(ii) The Driver of hired vehicle shall not behave in any way which may tarnish the image of the EdCIL. In case, 02 complaints are received against a particular driver, the contractor shall have to provide a replacement within 03 days and the errant Driver shall not be deployed with any of the vehicles under this contract. In case, it is found that such Driver is deployed with another officer, a penalty of Rs. 10,000/- will be imposed on the contractor.

(iii) In case of recurrent violations of terms and conditions or due to continuous poor performance, the contract can be terminated as per termination clause with forfeiture of Security Deposit and Performance Guarantee. EdCIL will not be responsible for losses/damages caused to the Contractor, consequent to the termination of Contract on account of non-performance or due to recurrent violations of terms and conditions.

(iv) In case, one of the Empanelled Contractor (say A) is unable to provide the requisite no. of vehicles as awarded, or provides a part of it, the remaining no. of vehicles to be provided would be offered to the other Empanelled Contractor (say B) at the same rates of Empanelled Contractor (say A). In case, the other contractor is also not in a position to provide the additional quantity of vehicles, EdCIL shall be at liberty to hire vehicle(s) from the market at risk and cost to the defaulting Contractor (A).

30. LIST OF AUTHORISED BANKS FOR BG

Any Guarantee issued by PSU Bank (or) Private Bank operating in India must the operational and inviolable in Noida only. For Guarantee to be operational in Noida the issuing bank must designate a specified Bank Branch in Noida.

Following banks are permissible for accepting Bank Guarantees

Scheduled Public Sector Banks	
Sr. No	Name of the Bank
1.	Bank of Baroda
2.	Bank of India
3.	Bank of Maharashtra
4.	Canara Bank
5.	Central Bank of India
6.	Indian Bank
7.	Indian Overseas Bank
8.	Punjab & Sind Bank
9.	Punjab National Bank
10.	State Bank of India
11.	UCO Bank
12.	Union Bank of India

Scheduled Private Sector Banks	
Sr. No	Name of the Bank
1.	HDFC Bank Ltd
2.	ICICI Bank Ltd
3.	Axis Bank Ltd
4.	Kotak Mahindra Bank Ltd
5.	Indusind Bank Ltd

31. Acknowledgement:

It is hereby acknowledged that bidders have gone through all the conditions mentioned above and bidders agree to abide by them.

CHAPTER V: Annexure

ANNEXURE-I

Format for Duty Slips

Agency Name				
Duty Slip				
Duty Slip Number		Date		
Guest Name		Guest Contact Number		
Reporting Address		**Trip Type**	Local	Airport Pickup/Drop
Vehicle Number			Outstation	Railway Station Pickup/Drop
Driver Name		Driver's Contact Number		
Vehicle Type		Trip ID		

	Date	Meter Reading	Place	Time
Garage Out Kilometers				
Reporting Kilometers				
Closing Kilometers				
Garage in Kilometers				
Total Running				

Route Covered :

Users Comment:	Guest Signature

ANNEXURE-II

<< Bidder's Organization Letter Head >>

DECLARATION SHEET

We,_____hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

The rates quoted in the financial bids are subsidized due to academic discount given to EdCIL INDIA LTD.

We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS OF THE Vendor/ Manufacturer/ Agent
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
(In case of on-line payment of Tender Fees) 8 UTR No. (For Tender Fee)	
(In case of on-line payment of EMD) 9 UTR No. (For EMD)	
10 MSME Details i. Registration No.	
ii. Gender	
iii. SC/ST	
11 Kindly provide bank details of the bidder in the following format: a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	

(Signature of the Tenderer)
Name: _____
Seal of the Company

Annexure III

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

Full name of Tenderer (Transporter/ Taxi Operator/Company/Firm/ Agency and Year of Establishment.

_____

Registered Head Office Address with Telephone No., Fax No. and E-Mail ID if any.

_____

Registered/ Branch Office in India. _____

Address on which correspondence regarding this tender should be done.

_____

_____

_____

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.

_____

Particulars of Registration with Government.

_____

ANNEXURE IV

UNDERTAKING

This is to confirm that we M/s _____ (give full address) have not been declared neither **failed to perform on any Agreement, nor have been expelled from any project or Agreement nor any Agreement terminated** for breach by the us (Agency) in any of the government department and public sector undertaking /enterprise or by any other Client in India, in last five year before release of advertisement.

If the above information found false at any stage after the placement of Work Order / Agreement, EdCIL (India) Limited (Ed.CIL), 18-A, Sector 16-A, Noida will have full right to cancel the Contact and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by Ed.CIL which shall be deemed fit at that point of time.

Authorized Signatory

Note: *The undertaking regarding the non-blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).*

ANNEXURE V

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 :
3. Nature of Service provided :
4. Date of start of Service/work :
5. Date of completion of Service/ Work as per contract :
6. Actual date of completion of work /Service :
7. Total value of work/Service during the contract period (if completed):
8. In case of ongoing work/service, please indicate the payment made to the contractor for F.Y. 2020-21, 2021-2022 and 2022-23 or till Date.
9. Performance of the Contractor_____.

(Signature of the Tenderer)

Name: _____

Seal of the Company

ANNEXURE VI

Annual Average Turn Over: -

Sl. No.	Financial Year	Annual Turn over
1	2020-21	
2	2021-22	
3	2022-23	
	Average of past three F.Y.	

Note: Certificate from Statutory Auditor/ Charted Accountant certifying balance sheet only for all three years to be attached.

ANNEXURE-VII

Declaration for EdCIL

This is to confirm that I,___(Name of Authorized Person of Transporter/Taxi Operator/Company/ Firm/Agency), _____ (Designation of this Person) at _____(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.

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

ANNEXURE-VIII

POWER OF ATTORNEY

Know all men by these presents, we..... (name of firm 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 confirm 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 ..... 2024.

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

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)

2. (Signature, name and address)

Notarized

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

Notes:

1. The mode of the execution of the power of Attorney shall 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 favor 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 – IX

Name of the Bank: _____

To

EdCIL (India) Limited, Noida

PERFORMANCE BANK GUARANTE FORMAT

In consideration of the Chairman and Managing Director, EdCIL acting through _____ (Designation & address of Contract Signing Authority), (hereinafter called **"EdCIL (India) Limited"** 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 Agency" 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 Agency 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) Limited an amount not exceeding ₹ _____ (₹ _____ only) on demand by the EdCIL (India) Limited.

2. 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) Limited through the CGM, EdCIL (India) Limited 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) Limited by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency 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) Limited any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

   (B) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

4. 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) Limited 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) Limited certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.

5 (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) Limited 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) Limited within validity/ extended period of validity of guarantee from the date aforesaid.

   (b) 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 shall be on being called upon to do so by the EdCIL (India) Limited If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the EdCIL (India) Limited the full amount of guarantee on demand and without demur.

6. We _____ (indicate the name of Bank) further agree with the EdCIL (India) Limited that the EdCIL (India) Limited 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 against the said Agency 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 Agency for any bearance act or omission on the part of the EdCIL (India) Limited or any indulgence by the EdCIL (India) Limited to the said Agency for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
8. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Limited in writing.

9. This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by EdCIL (India) Limited 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)

Witness

Signature of Banks Authorized official

1._____

(Name)_____

Designation with Code No. _____

2._____

_____

Full Address:_____

_____

ANNEXURE-X

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of .... 20....., 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 **"Selection of Agency for Hiring of Quality Vehicles for EdCIL Corporate Office, NOIDA and TSG Project office, New Delhi"**for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document no. ..... Dated .....20.....

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 Bid document no. ..... dated .....20..... at a competitive rate 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

1.1 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, favor 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.

1.2 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.

1.3 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 shall 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:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, 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.

3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, 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 favor or disfavor to any person in relation to the contract or any other contract with the Government.

3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 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, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.

3.6 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.

3.7 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.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 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.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 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 firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.

3.13 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.

4. PREVIOUS TRANGRESSION

4.1 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.

4.2 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.

5. EARNEST MONEY DEPOSIT

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. ..... as Earnest Money with the EdCIL through Account Payee Bank Draft or a Pay Order in favor of EdCIL (India) Limited.

5.2 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 shall be for satisfactory performance of the terms of Bidder 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.

5.3 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.

5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

6. SANCTIONS FOR VIOLATIONS

1.1 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:

i. 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.

ii. 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.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. 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 shall 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.

v. 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.

vi. 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.

vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which shall be further extended at the discretion of the EdCIL.

viii. 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.

ix. 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.

x. 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.

6.2 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.

6.3 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.

7. INDEPENDENT MONITORS

1.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

1.2 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.

1.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

1.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

1.5 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.

1.6 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.

1.7 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.

1.8 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, shall the occasion arise, submit proposals for correcting problematic situations.

8. 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.

9. LAW AND PLACE OF JURISDICTION

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

10. OTHER LEGAL ACTIONS

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

11. VALIDITY

1.9 The validity of this Integrity Pact shall be governed by the terms of the ***NIT No. EdCIL/Admin./2(11)/2024-Travel/1 dated 12/03/2024*** 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 Bidder with successful bidder.

1.10 Shall 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.

12. The parties hereby sign this Integrity Pact at _____ on _____.

EdCIL (India) Limited Name of the Officer : Designation:	BIDDER CHIEF EXECUTIVE OFFICER
Witness:	Witness
b) _____	1. _____
c) _____	2. _____

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

Annexure XI

CONTRACT FORM

(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.
   a) Letter of Acceptance (LOA).
   b) Notice Inviting Tender.
   c) Instructions to Bidders.
   d) Scope of Work.
   e) Financial Bid.
   f) Corrigendum/Addendums if any.
   g) Successful Tenderer's Submittal.
   h) All Tender Forms & Annexure.
   i) The Bidder's undertaking.

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.

5. **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.

6. **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
Presence of	Presence of
1) Witness.....	1) Witness.....
Name.....	Name.....
Address.....	Address.....
2) Witness.....	2) 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

Annexure XII

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

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	

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 XIII

PRE-BID QUERY FORMAT

Pre-bid queries should be submitted in .XLS format.

TENDER Description				
TENDER No.				
Name of Organization				
Address				
Contact Person				
Contact No.				
E-Mail Id				
S.No	Chapter No	Page No	Clause as per TENDER	Clarification Sought

BID DOCUMENT

NATIONAL COMPETITIVE BIDDING

FOR

TENDER FOR SELECTION OF AGENCY FOR HIRING OF QUALITY VEHICLES FOR EdCIL (INDIA) LIMITED CORPORATE OFFICE, NOIDA AND TSG PROJECT OFFICE, NEW DELHI.

NIT No.: EdCIL/Admin./2(11)/2024-Travel/1

PART-II- FINANCIAL BID

Education • Innovation • Transformation

EdCIL (India) Limited
(A Govt. of India Mini Ratna Enterprises)
'EdCIL House', Plot No. 18A, Sector- 16A
NOIDA – 201301 (UP), INDIA

Dated: 12/03/2024

This document is serially numbered from page number 01 to5.

FINANCIAL BID
Instructions to Bidders

1. Financial Bid shall be submitted with full price details.

   Financial Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates provided in the tender document. Bidders need to quote for all segments as per annexure XIV & XV mandatorily. Partial bidding will not be considered for evaluation.

2. The Bidder should quote for all the items listed in this document. In case, the Bidder/s does not quote for all the items, the Bid shall be treated as incomplete and shall be rejected summarily.

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

   i. The evaluation of the tenders will be done on the basis of fulfillment of Eligibility Criteria mentioned in the bid document and other terms and conditions as mentioned in the Tender Document. The award of contract will be further subject to any specific terms and conditions of the contract given the Tender document.

   ii. Financial Bids will be evaluated for all Eligible Bidders which are fulfilling the Eligibility Criteria (Transporter/Taxi Operator/Company/Firm/Agency) and other terms and conditions mentioned in the Tender Document. The evaluation will be done only based on the intense merit position of the bid submitted for monthly hiring for 2500 KM, 26 day 312 Hours as well as tentative quantity of daily hiring for 8 hour 80 Km and outstation duties mentioned in the schedule. The Contract will be awarded to the Eligible Bidder based on the lowest reasonable quoted rate.

   iii. The rates quoted with GST will be considered for comparison/Evaluation.

4. **AWARD OF CONTRACT**

   i. EdCIL will engage more than one agency. The lowest rates quoted under each category of Vehicle would be L1. Individual L1 rates will be offered to all eligible bidder, whoever will accept the rates will be empanelled in the pool.

   ii. However, the rates quoted by the L-1 Agency will be applicable to L-2, L-3 agencies. Work will be distributed amongst all the empanelled agencies subject to satisfactory performance.

   iii. After accepting of the contract if any of the awarded bidders fails to provide required number of vehicles, the contract is liable to be terminated along with forfeiture of Security Deposit and other consequential action such as blacklisting of the Transporter/Taxi Operator/Company/Firm/Agency or as may seem appropriate.

   iv. EdCIL through the tender accepting authority or its authorized official will follow a due process to ascertain the quality, extent of satisfaction of services rendered to the client

(in the nearby vicinity), other key criterion as the committee feels it appropriate. The authorized officials shall also assess the quality of existing work done/certificate will be verified, if so warranted.

5. The prices quoted by the bidder shall be fixed for the quantity mentioned for the duration of the contract and shall not be subject to adjustment on any account. The quantities shown against each segment are tentative and can overall increase/decrease by:

i) **+/-** 100% in case of daily basis hiring of vehicle.

ii) +/- 50 % in case of Monthly basis hiring.

6. In case, the financial bid documents are not complete in all respect the same should be treated as incomplete at financial bid stage and shall be considered non-responsive.

7. General Terms & Conditions

i) For Day to day Basis Hiring :

a) 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.

b) Maximum 8 Km Dead Mileage will be allowed each way to report/after release of the vehicle in Delhi/ NCR.

c) The description of vehicle i.e. make, type of fuel, model etc. is given in Section-5 "Scope of Work".

d) Vehicles can also be booked on Holidays/Sundays.

ii) For Monthly Hiring :

a) The dead mileage/ Hours will be counted zero (0) from reporting place/Releasing place.

FINANCIAL BID SUBMISSION FORM

To:

GM (HR&A),
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
NOIDA – 201301 (U.P.), India

Dated: ___/___/2024

Dear Sir,

We, the undersigned, offer to provide "Selection of Agency for Hiring of Quality Vehicles ForEdCIL (India) Limited Corporate Office, Noida and TSG project office, New Delhi". In accordance with your request for proposal dated ___/___/2024.

Our attached Financial Bid is for the amount of _____ *[Indicate the corresponding to the amount(s), currency(ies) {Insert amount(s) in words and figures}].*

Please note that all amounts shall be the same as in Price Bid. Our Financial Bid shall be binding upon by us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.

Yours sincerely,

Authorized Signature {In full and initials}:
Name and Title of Signatory:
In the capacity of:
Address:
E-mail:

PRICE BID FORMAT (Prices to be filled in excel sheet)
SUMMARY OF FINANCIAL BID

NIT No. EdCIL/Admin./2(11)/2024-Travel/1 **Dated 12/03/2024**

Name of Work: Selection of Agency for Hiring of Quality Vehicles for EdCIL Corporate Office, NOIDA and TSG Project office, New Delhi.

Annexure –XIV

1.0 SCHEDULE OF RATES:

Part -1

Rates hiring on daily basis:

(Bidders may fill in the unit rate and amount offered)

Name of Agency:										
Sr N	Local Running					Out Station Duty				
		quantity	Rates	GST	Total		quantity	Rates	GST	Total
1	Small category vehicle									
	8 H /80 KM	**1**				**Minimum Running 250 km**	**1**			
	Extra Km	Rate only				Rate Per Km Plain	Rate only			
	Extra Hour					Rate Per Km Hills				
	Night Charges(after 23 Hours & upto 0500 Hrs)					Driver allowance/ day/Night				
2	Mid category vehicle									
	8 H /80 KM	**1**				**Minimum Running 250 km**	**1**			
	Extra Km	Rate only				Rate Per Km Plain	Rate only			
	Extra Hour					Rate Per Km Hills				
	Night Charges(after 23 Hours &upto 0500 Hrs)					Driver allowance/ day/Night				
3	Large category vehicle / MUV									
	8 H /80 KM	**1**				**Minimum Running 250 km**	**1**			
	Extra Km	Rate only				Rate Per Km Plain	Rate only			
	Extra Hour					Rate Per Km Hills				
	Night Charges(after 23 Hours &upto 0500 Hrs)					Driver allowance/ day/Night				
4	SUV									
	8 H /80 KM	**1**				**Minimum Running 250 km**	**1**			
	Extra Km	Rate only				Rate Per Km Plain	Rate only			
	Extra Hour					Rate Per Km Hills				
	Night Charges(after 23 Hours &upto 0500 Hrs)					Driver allowance/ day/Night				
5	Premium Sedan including all Luxury vehicles									
	8 H /80 KM	1				**Minimum Running 250 km**	1			
	Extra Km	Rate only				Rate Per Km Plain	Rate only			
	Extra Hour					Rate Per Km Hills				
	Night Charges(after 23 Hours &upto 0500 Hrs)					Driver allowance/ day/Night				
	Total									
	Total of (1 to 5 for 8 hour 80 Km amount and Minimum running 250 Km amount):									

NIT No. EdCIL/Admin./2(11)/2024-Travel/1 **Dated 12/03/2024**

Annexure –XV

Part - 2

Rates on Monthly hiring basis

(Bidders may fill in the unit rate and amount offered. The tender would be evaluated based on total amount quoted against monthly hiring)

Sr. No	Criteria	Small size vehicle			Mid size vehicle			Large size Vehicle / MUV			SUV			Premium Sedan including all Luxury vehicles		
		Unit Rates	Rate of GST	Total with GST	Unit Rates	Rate of GST	Total with GST	Unit Rates	Rate of GST	Total with GST	Unit Rates	Rate of GST	Total with GST	Unit Rates	Rate of GST	Total with GST
1.	Rates per month for hiring of Vehicle for running in Delhi / NCR upto 2500 KM, 26 days and 312 Hours in a month.															
2.	Rates of per extra hour (beyond 312 Hours)															
3.	Rate per Kilometer beyond 2500 Kilometers															
4.	Night Charges between 2300 hrs& 0500 Hrs.															
5.	Rates for 12 Hours (Duty Hours) / 100 Kms (On National Holidays/ Extra Day)															
6.	Total of Amount (1 to 5) (Rs.)															
Grand total																