

# **E-Tender Document for empanelment of Agencies for providing Cars on Rental Services**

**Tender Ref. No. 2(11)/2017-Admin**

**dated 01.11.2017**



## **EdCIL (India) Limited**

**A “MINI RATNA - category –I CPSE”, Govt. of India Enterprise)**

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

**NOIDA – 201301 (UP), INDIA**

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



## **EdCIL (India) Limited**

A “MINI RATNA - category –I CPSE”, Govt. of India Enterprise)

**(An ISO 9001-2008 & 14001-2004 Certified Company) EdCIL House, 18-A, Sector 16-A, NOIDA – 201301 (U.P.)**

E-Tender Document for empanelment of Agencies for providing Cars on Rental Services

<b>Tender Ref. No. 2(11)/2017-Admin dated 01.11.2017</b>	
Place for opening of the bid	EdCIL (India) Limited (EdCIL) Convention Hall EdCIL House, 18-A, Sector-16-A NOIDA - 201301 (Uttar Pradesh), India
Last Date & Time of Submission of Bid	<b>23.11.2017</b> upto 1500 hrs
Date & Time of Opening of Technical Bid	<b>23.11.2017</b> at 15.30 hrs

**Cost of Tender Document:  
Rs.1500/- (Rupees One Thousand five Hundred Only)**

Name of the Bidding Company/ Service provider:	
Contact Person (Authorized Bid Signatory):	
Correspondence Address:	
Mobile No Telephone Fax	
Website	
Email	

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### **ABBREVIATIONS & DEFINITIONS**

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding service provider.
Bid	"Bid" means the response to this document presented in Two documents, Technical Bid and Financial 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	"Bidder" means any individual/proprietor/ partnership service provider/ agency/ company/ contractor/ supplier 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 working day as per Government of India (GOI).
MHRD	Ministry of Human Resources Development
EMD	Earnest Money Deposit
EdCIL	EdCIL (India) Limited
TC	Tender Committee
PBG	Performance Bank Guarantee (also called as SD/Bank Guarantee)
NCR	Only for this tender purpose, NCR may include Delhi, Gautam Budh Nagar (NOIDA & Greater Noida), Ghaziabad, Faridabad, Gurgaon.
Tendering Authority	EdCIL in this Bid Document.
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good
SoW	Scope of Work
Agency	" <b>Agency</b> " means a transporter/service provider who is able to provide commercial vehicles on hiring basis to EdCIL.
Proposal	" <b>Proposal</b> " means the Technical Proposal and the Financial Proposal of the Consultant.
RFP	" <b>RFP</b> " means the Request for Proposals to be prepared by the agency for providing commercial vehicles on hiring basis, based on the based RFP.

## Introduction

EdCIL (India) Limited (Formerly known as Educational Consultants India Ltd.), is a Mini Ratna, Category I, CPSE under the aegis of Ministry of HRD. The company is a premier Consultancy and Project Management Organization in the education and HR Management space. Set up in 1981, the company has over three decades of experience in providing a comprehensive array of educational sector services, covering Project Planning, Project Design, Engineering, Construction Management, Procurement, ICT, Online Testing and Assessment, Students placement and Teachers Secondment abroad, in all segments of Education and Human Resources Sector.

EdCIL has its Corporate Office at EdCIL House, 18A, Sector-16A, NOIDA and Registered Office at 5<sup>th</sup> Floor Vijaya Building, Barakhamba Road, New Delhi. Other project offices are located in Delhi/NCR

EdCIL is interested to empanel car rental agencies who can provide latest and excellent commercial vehicles with decent drivers for EdCIL offices located in Delhi/ Noida. The vehicles should be regularly serviced and maintained with fulfilling compulsory requirement of Transport Department viz. Pollution Certificate, fitness certificate, road tax permit to ply vehicles in Delhi/NCR etc. The agency should be capable of providing Prompt, Punctual, Efficient, Safe, Courteous and Quality Service with outstanding record of providing vehicles to Government/PSU Departments for the last three years.

EdCIL requires hiring of approx. 30 Vehicles on monthly basis and average 2 - 4 vehicles on daily basis for EdCIL officers posted in offices located in Delhi/NCR. **However EdCIL often requires vehicles on bulk basis also.**

Therefore, EdCIL invites E-Tender from experienced, competent and reputed vendors, for providing Cars on rental services to EdCIL. Preference will be given to those agencies whose offices are **located in Delhi/NOIDA.**

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## **CHAPTER – 1**

### **INSTRUCTIONS FOR E-TENDERING**

#### **1. Instructions for Online Bid Submission:**

E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL (India) Limited has made e-tendering mandatory.

For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process at EdCIL website. This portal built using Electronic tender's software is referred to as Electronic Tender System (ETS).

The bidders are required to submit soft copies of their bids electronically on ETS, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the ETS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the ETS Portal.

#### **2. Broad Outline of Activities from Bidder's Perspective**

- I. Bidders must have a valid Digital Signing Certificate (DSC)
- II. Register on Electronic Tendering System® (ETS)
- III. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
- IV. View Notice Inviting Tender (NIT) on ETS
- V. For this tender -- Assign Tender Search Code (TSC) to an MA
- VI. Clarification to Tender Documents on ETS
  - Query to EdCIL
  - View response to queries posted by EdCIL
- VII. Bid-Submission on ETS
- VIII. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant Bid-Part (i.e. Pre-Qualification)
- IX. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant part (i.e. Technical Bid; only for Pre-Qualification Responsive Bidders)
- X. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant part (i.e. Financial Bid; only for Technical Responsive Bidders)

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

#### **3. Digital Signature Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Signature Certificate (DSC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

#### **4. Registration**

To use the Electronic Tender® portal, vendors need to register on the portal by going on the link provided at EdCIL tender web page (Instructions available at EdCIL website [www.edcilindia.co.in](http://www.edcilindia.co.in)).

Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the website. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact ETS Helpdesk (as given below), to get your registration accepted/activated.

**Important Note:**

To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of registration by the Service Provider, to respond to a tender Agency will also require time to complete activities related to the Agency, such as creation of users, assigning roles to them, etc.

**5. SEARCHING FOR TENDER DOCUMENTS**

- I. There are various search options built in the ETS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID/ Tender Search Code (TSC), organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the ETS Portal.
- II. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. This would enable the ETS Portal to intimate the bidders through e-mail alert in case there is any corrigendum issued to the tender document.
- III. The bidder should make a note of the unique Tender ID/Tender Search Code (TSC) assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

**6. PREPARATION OF BIDS**

- I. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- II. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- III. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can only be in PDF format. Bid documents may be scanned with 100 dpi with black and white option.

## **7. SUBMISSION OF BIDS**

- I. Bidder should login to the website well in advance for bid submission and complete all formalities of registration (at least two days in advance) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- III. Bidder has to pay the tender fee/EMD as applicable through demand draft in favour of EdCIL (India) Ltd. and enter details of the instruments. Original copies of demand draft for EMD/Tender fees are required to be submitted along with signed downloaded copy of tender document.
- IV. A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases Financial Bids can be submitted in PDF format as well (in lieu of BOQ).

- V. The server time (which is displayed on the bidder's dash board) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- VI. All the documents being submitted by the bidders would be encrypted using a Pass Phrase created by the bidder himself through the ETS system. Unlike a password, a Pass-phrase can be multi-word sentence with spaces between words (e.g. I love this world). A Pass-Phrase is easier to remember and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each bid-part. This method of bid encryption does not have the security and data integrity related vulnerabilities which are inherent in e-tendering system which use Public-Key of the specified officer of EdCIL for bid encryption.
- VII. All bidders must fill Electronic Forms (if applicable) for each bid-part sincerely and carefully and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main Bid. If variation is noted between the information contained in the Electronic Forms and Main Bid, the content of Electronic Forms shall prevail.
- VIII. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- IX. 'Pass-Phrase' of Bid-Part to be opened during a particular Public Online Tender Opening Event shall be furnished online/offline by each bidder as demanded or specified in the tender document.
- X. Upon the successful and timely submission of bids , the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.



## 8. **ASSISTANCE TO BIDDERS**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

<b>EdCIL/ ETS Helpdesk</b>	
Telephone/ Mobile	Customer Support: +91-11-26241790 (Multiple Telephone lines) Emergency Mobile Numbers: +91-9868393775 (Please contact in case of emergency during non-working hours)
E-mail ID	<a href="mailto:skapil@edcil.co.in">skapil@edcil.co.in</a> & cc to: <a href="mailto:ets_support@tcil-india.com">ets_support@tcil-india.com</a>

## 9. **Offline Submissions: (AS PER TENDER REQUIREMENT)**

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope at the address.

The envelope shall bear the project name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. **Original Bid Fee and EMD Security in the form of Demand Draft.**
2. **Original copy of the power-of-attorney**
3. **Pass Phrase for all bid parts i.e. Technical and Financial Bids.**

**Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexure during Online Bid-Submission.**

## 10. **Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

## **11. SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS**

Specifically for Supplier organizations, the following **'SEVEN KEY INSTRUCTIONS for BIDDERS'** must be assiduously adhered to:

- I. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- II. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
- III. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- IV. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
- V. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)
- VI. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

VII. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining to Overall Bid-Submission' is '**Complete**'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining to overall Bid-Submission' is 'Complete'.

**NOTE:**

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

**12. MINIMUM REQUIREMENTS AT BIDDER'S END**

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Signature Certificate(s)

**Note:**

- I. The Bid shall be typed in English and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.
- II. All envelopes should be securely sealed and stamped.
- III. It is mandatory for the Bidder to quote for all the items mentioned in the Tender Document.

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## **CHAPTER - 2**

### **INVITATION FOR THE BIDS**

EdCIL India Limited (EdCIL) invites e-bids from experienced, competent and reputed vendors **located in Delhi / NCR** for providing Cars on rental services to EdCIL.

e-bids for providing cars on rental services through E-tendering in **two packets system** addressed to Deputy Manager (HR & Admn), EdCIL (India) Ltd, 18A, Sector-16A, Film City, NOIDA-201301 may be submitted/ dropped in the Tender box kept for the purpose at the Reception of EdCIL Corporate Office NOIDA, not later than **1500 Hours on 23.11.2017**. Tender received through fax or email will summarily be rejected.

**EdCIL reserves the right to reject/accept any or all without assigning any reason thereof, the rates finalised by EdCIL shall be acceptable to all the agencies.**

Interested service providers are advised to study the tender document carefully. Submission of tender shall be deemed to have been done after careful study and examination of this tender document with full understanding of its implications.

Bids are invited from Indian registered company/ Limited Liability Partnership (LLP) engaged in the field of **Car Rental Services for the last Three years**. **The Existing vendors of EdCIL need not to participate as their services are already available on date.**

The Tender document can be downloaded from the website of EdCIL (India) Limited at [www.edcilindia.co.in](http://www.edcilindia.co.in) or from the site of Central procurement portal <http://eprocure.gov.in>. Bidders are advised to see all updates regarding corrigendum for Changes, addendum, corrigendum on pre bid meetings if any, in this tender on EdCIL website ([www.edcilindia.co.in](http://www.edcilindia.co.in)).

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### **CHAPTER - 3**

#### **Schedule for invitation to Tender**

1.	Name and address of the issuing office	<b>EdCIL (India) Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)</b>
2.	Submission of TENDER DOCUMENT Document and Contact person	<b>DM (HR &amp; A ) EdCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201301 (U.P.)</b>
3.	Date of issue of notification	<b><u>01.11.2017</u></b>
4.	Date of availability of Bid document on website <a href="http://www.edcilindia.co.in">www.edcilindia.co.in</a>	<b><u>01.11.2017</u></b>
5.	Date of Pre-Bid meeting ( <b>For online query please mention “Bid Query for Car Rental Services” in the subject line</b> )	<b><u>10.11.2017</u></b>
6.	Last date for submission of reply of Bid Query	<b><u>13.11.2017</u></b>
7.	Last Date and time for submission of bids	<b><u>23.11.2017</u> (upto 1500 hrs.)</b>
8.	Date and time of opening of Bids	<b><u>23.11.2017</u> at 1530 hrs</b>
9.	Date and time of opening of Financial Bid	<b>To be informed separately.</b>
10	Place of opening of Bid Document	<b>EdCIL (India) Ltd. Convention Hall Plot No. 18A, Sector-16 A Noida-201301 (U.P.)</b>
11	Bid Fees	<b>Rs.1500/- (Rupees One Thousand five Hundred Only)</b>

## CHAPTER - 4

### INSTRUCTIONS TO BIDDERS

#### 1. Procedure for preparation and submission of bids

- 1.1. Tender will have two packet system for the scope of the work:
  - a) Technical Bid consisting of all Technical and commercial terms and conditions.
  - b) Financial Bid indicating item wise price for the items mentioned in the bid.
- 1.2. The technical packet of bid and financial packet of bid should be sealed by bidder in separate cover duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed as Hiring of vehicles for EdCIL on monthly and daily basis in Delhi/NOIDA.
- 1.3. Technical bid should not include any financial information. Technical bid containing financial information shall be declared non responsive and shall be disqualified.
- 1.4. The cover thus prepared should also indicate clearly the name and address of the bidder to enable the Bid to be returned unopened in case it is received "Late" or due to any other reason.
- 1.5. The TENDER DOCUMENT received late and declared late by the Bid Evaluation committee after the last date and time for receipt of TENDER prescribed in the bid document or otherwise shall be rejected and/or returned unopened to the Bidder.
- 1.6. Each copy of the bid should be a complete document with Index & page numbering and should be bound as a volume. Different copies must be bound separately.
- 1.7. Technical bid, financial bid, bid fee and Earnest Money must be prepared as per instructions provided.
- 1.8. Bidder should take into account any corrigendum published on the tender document before submitting their bid.
- 1.9. Bidders are advised to go through the tender advertisement and the tender document carefully to understand the document required to be submitted as part of the bid.
- 1.10. As part of the bid, the bidder should provide the Technical and Financial Bid as follows:
  - a) Bidder has to pay the bid fee for Rs.1500/-(Rupees One Thousand Five Hundred Only) in favour of **EdCIL India Ltd.** "Payable at New Delhi /**Noida (U.P.)** in the form of Demand Draft, failing which the bid will be rejected.
  - b) The Bidder must furnish Demand Draft for Earnest Money for Rs.1,00,000/- (Rupees one Lac only) in favour of **EdCIL (India) Ltd.** "Payable at New Delhi /**Noida (U.P.)**, failing which the bid will be rejected.

#### 2. Assistance to Bidders

Any queries relating to tender document and the terms and conditions contained therein should be addressed to the tender issuing office for a tender or the relevant contact person indicated in Schedule for invitation to tender.

### 3. Cost of the tender

The bidder shall bear all costs associated with the preparation and submission of its bid, attending pre-bid meeting including cost of presentation, if so desired. EdCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### 4. Content of the tender

The tender document mainly consists of:

- a. Invitation for bids
- b. Instructions to bidders
- c. Scope of work
- d. Special Terms and Conditions
- e. Proposed Contract Terms
- f. Technical Bid
- g. Financial Bid

The bidder is expected to examine all sections of the tender document carefully. Failure to furnish all required information or submission of a bid not substantially responsive to the tender in every respect will be at the bidder's risk and may result in rejection of the bid.

### 5. Clarification on tender

A prospective bidder requiring any clarification on tender document may submit queries to the issuing officer in the following format so as to receive before the date of pre-bid conference:

S. No.	Section no	Clause No	Reference/Subject	Clarification sought

EdCIL will host the replies to any request for clarification or queries on the tender document received not later than the dates prescribed in the schedule for invitation to tender on EdCIL website and is not obliged to send individual reply to the bidders. Bidders are advised to see the clarifications/amendments on EdCIL website during the bid process.

### 6. Amendment in Tender Document.

- 6.1. At any time up to the last date for receipt of TENDER DOCUMENT, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- 6.2. The amendment will be notified on EdCIL website and by e-mail to the prospective Bidders/organizations who have received the Bid Documents and will be binding on them.
- 6.3. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their bids, EdCIL may at its discretion, extend the last date for receipt of Bids and/or make other changes in the requirements set out in the tender.

### 7. Language of TENDER

The TENDER prepared by the Bidder and all correspondence and documents relating to the TENDER exchanged by the Bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

## **8. Documents comprising the bid**

The bid prepared by bidder shall comprise the following components:

A. Technical Bid must comprise the following:

- i) Letter of Proposal submission
- ii) Bid fee
- iii) Earnest Money
- iv) Bidder's experience
- v) Certificate of Incorporation
- vi) PAN No. and GST Registration Certificate
- vii) Certificate of Annual Turnover duly verified by CA
- viii) Undertaking that the bidder is not blacklisted
- ix) Complete list of inventory of car/vehicles with garages in Delhi/NCR.

B. Financial Bid comprise the following:

- i) Letter of Proposal submission
- ii) Price Bid Format

## **9. Bid Prices**

- 9.1 The bidder shall quote the prices in INR and as per the proforma prescribed for services it proposes to provide under the contract. In absence of price information, a bid may be considered incomplete and summarily rejected.
- 9.2 The bidder shall prepare the bid based on the details provided in this tender document. The bidder shall carry out all the tasks in accordance, with the requirement of the tender document and it shall be the responsibility of the bidder to fully meet all the requirements of the tender document.
- 9.3 Price quoted by the service provider are final and shall not be subject to any upward modifications, on any account whatsoever. The bidder shall therefore indicate the price in prescribed proforma enclosed with the bid.
- 9.4 The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever, without taxes, duties, levies, GST and other charges as may be applicable in relation to the activities proposed to be carried out.

## **10. Authorized Signatory**

- 10.1 The bid document should be signed by the authorized representative of the bidder.
- 10.2 The certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid.

## **11. Period of Validity of Bid**

Bids shall remain valid for the period of 90 days after the date of opening of technical bid. A bid valid for a shorter period may be rejected by EdCIL as non responsive. In exceptional circumstances, EdCIL may solicit the bidder's consent to an extension of the period of bid validity. The request and response shall be in writing.

## **12. Last date and receipt of Bid**

The bid should be submitted not later than the time and date specified in schedule for invitation to tender. However, EdCIL may, at its discretion, extend the last date for the receipt of bids by amending the tender.



### 13. Late Bid

Any bid received by EdCIL after the specified time and last date for receipt of bid prescribed by EdCIL shall be rejected.

### 14. Address for Correspondence

The bidder shall designate the official mailing address, place, email and telephone number to which all correspondence shall be sent by EdCIL.

### 15. Preliminary examination

EdCIL will undertake preliminary examination of bids to determine whether they are complete, whether any error has been made, whether bid fee /EMD have been received, whether the document has been properly signed and whether the bid is generally in order.

A bid determined as not substantially responsive will be rejected by EdCIL.

### 16. Earnest Money (EMD)

16.1. The bidder shall furnish along with bid an Earnest Money amounting to Rs.1,00,000/- (Rupees One lakh only) in the form of Demand Draft in favour of EdCIL India Limited payable at Noida/ Delhi.

16.2. The earnest money of unsuccessful bidders shall be refunded without interest after signing of the final contract.

16.3. Successful bidder shall be required to submit the Performance Bank Guarantee (PBG) @ 10% of the value of the work within 10 days of issue of LOA valid upto 3 months after the completion of the contract.

16.4. The EMD will be forfeited on account of one or more of the following reasons:

- a) The bidder withdraws its proposal during the bid validity period.
- b) The bidder does not respond to the requests for clarification of its proposal.
- c) The bidder fails to provide required information during the evaluation process.
- d) In case of successful bidder, the said bidder fails to sign the agreement in time and/or furnish required Performance Bank Guarantee.

### 17. Pre-bid conference

The bidder or his official representative is advised to attend a pre-bid **conference on 10.11.2017 at 1500 hrs.** at the office of :

**Deputy Manager (HR & Admin)**  
**EdCIL (India) Limited,**  
EdCIL House, 18 A, Sector 16A,  
NOIDA – 201 301 (U.P)  
Phone: 0120 2512008, Fax: 0120 2515372  
Email: [sdey@edcil.co.in](mailto:sdey@edcil.co.in) or [harikrishan@edcil.co.in](mailto:harikrishan@edcil.co.in)

The purpose of pre-bid meeting will be to clarify issues and to answer queries on any matters that may be raised at that stage.

The bidder is requested to submit any query in writing or by email followed by post copy in confirmation in the format mentioned at para 5 above (Chapter 4) so as to reach EdCIL **not later than 10.11.2017.**

Queries relevant to the bid Documents shall be addressed to the Deputy Manager (HR & Admn), EdCIL. Reply to the bidder's queries will be made by EdCIL (India) Limited by uploading the response on EdCIL's website.

Proceedings of the pre-bid conference, including copies of the queries raised and responses given, will be furnished expeditiously to all those attending the meeting. Any modification of the bid documents, which may become necessary as a result of the pre-bid conference, shall be made by EdCIL exclusively through the issuance of an Addendum (or Addenda) and not through the minutes of the pre-bid conference. **Addenda will be treated as part of Tender Document.** The copy of Addenda and response to other queries will also be hoisted on EdCIL website ([www.edcilindia.co.in](http://www.edcilindia.co.in)) for the purpose of downloading.

#### 18. Overall bid Evaluation Process:

- a) Evaluation criteria will be based on meeting the technical qualification (including eligibility criteria) and subsequently evaluation of financial bid. The evaluation shall consist of following phases:
  - i) Phase I – Evaluation of Technical bid
  - ii) Phase II - Evaluation of Financial bid
- b) It is mandatory for the bidder to qualify all the Technical qualifications (including eligibility criteria) to be technically qualified and for being considered for opening of their Financial Bid and evaluation thereof.

Work will be awarded to successful bidder who fulfil the technical bid criteria and quote the lowest rates for the segment.

#### 19. EMPANELMENT OF AGENCIES:-

EdCIL reserves right to award work to one or more agencies on the merits of each individual agency & requirement of works. No communication will be entertained, on any or all, whatsoever grounds for later on addition or deletion of any agency from or to the panel. No correspondence shall be entertained from the bidders in this regards.

All selected agency (s) for the work shall have to enter into an agreement with EdCIL. All selected agencies for award of work will have to submit performance Security in the form of DD / BG as mentioned in the tender document. EdCIL reserves the right to assign full or part of work for Supply of vehicles to one or more agencies as per EdCIL's requirement. Preference will be given to the agency which is located nearest to the location of requirement considering minimum time required to report vehicle and on the quality of vehicles, if found satisfactory.

#### 20. Phase I : Evaluation of Technical Bid:

- 20.1. Bidder shall have to enclose documentary evidence in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents as mentioned against each criteria, the bid will be rejected summarily. The financial bid of only those bidders who qualify in the Technical bid will be evaluated as laid down in the subsequent section.

## 20.2. Eligibility Criteria :

S. No.	Qualification	Documentary Evidence to be attached
1.	The bidder should be an Indian registered company/ Limited Liability Partnership (LLP) engaged in the work of car rental services for minimum of 3 years in India as on 31 <sup>st</sup> March 2017. <b>Consortium of companies/ service providers is not allowed.</b>	Certificate of incorporation or Certificate of Commencement be enclosed.
2.	The agency should have fleet of at least 40 vehicles as on 31.03.2017 not more than three year old.	A List showing Registration details of all vehicles holding on 31 <sup>st</sup> March 2017 duly certified by authorised signatory to be submitted.
3.	The Bidder must have experience of working with Govt. Sector/ PSUs/ Autonomous Bodies during the last three years.	Copy of work orders/LOA.
4.	The Bidder must have successfully completed at least 2 works of Rs. 35 Lakh each during the last three financial years as on 31 <sup>st</sup> March 2017.	Copy of work orders/ LOA.
5.	The Bidder should have Average Annual turnover of at least Rs 1 crores during the last three financial years as on 31.03.2017 from the business of car rental Business.	A certificate of Turnover from Chartered Accountant/ copy of Balance Sheet audited by Chartered Accountant.
6.	The bidder should neither have been debarred nor blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law.	Declaration as per proforma  The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/-)
7.	The Bidder should be registered for statutory requirements, and GST authorities, and concerned Tourist / Transport Authorities.	Copy of certificate of Incorporation, PAN, GST Registration No. should be enclosed.
8.	The bidder should be based at Delhi/NCR. The garage of the firm should be located within 12 Kms from our Corporate office NOIDA & Project Office (s) Connaught Place Delhi	a) Garage Location for Project Office(s) at Connaught Place Details of office address duly attested by authorised signatory be submitted.
		b) Garage location for NODIA office Details of office address duly attested by authorised signatory be submitted.

20.3 Technical bids will also be evaluated with the documents mentioned against each and only those bidders who qualify in the technical process will be considered for further stage.

20.4 The bidders who qualify in technical evaluation stage shall be notified for opening of their financial bids.

## **21 Phase II - Evaluation of financial bids:**

- a. Financial bid will be examined to ensure conformance to the format provided in the tender document.
- b. Financial bids shall be opened on the date and time intimated to the bidders who qualify in the technical bid and may wish to depute their representative for witnessing.
- c. If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.

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## **CHAPTER - 5**

### **SCOPE OF WORK**

The Bidder is required to provide commercial vehicles (cars) on hiring basis in all segments (as per details given below) fully conforming to RTA/ RTO regulations along with fuel, driver etc and carryout periodical maintenance and execute the work through their Supervisor.

1. **EdCIL House, 18A, Sector-16A, NOIDA.**
2. Project Offices in New Delhi located at around Connaught Place area, Jamnagar House(near UPSC), R K Puram, etc.

Car Segment	Car model belonging to the segment	Aprox cost of Vehicle	Number of vehicle Requirement on monthly basis for EdCIL Noida	Number of vehicle Requirement on monthly basis for EdCIL TSG Project office New Delhi	Number of vehicle Requirement on daily basis in both office
Small Entry level vehicle	Suzuki Alto, Hyundai i10, Santro, Tata Indica, Maruti Zen, Toyota Liva, Maruti Swift, ritz and similar hatchback vehicles.	Around 5 Lakhs		2	2-4
Mid Sedan medium category	Tata Indigo, Hyundai Accent, Ford Ikon, Nissan Sunny, Toyota Etios, Mahindra Verito, Tata Manza, Maruti Swift Dezire, Maruti SX4	Approx 8 Lakh	5	20	2-4
Large sedan including Executive cars MUV/	VW Vento, Maruti Ciaz , Hyundai Verna, Honda City and similar type of vehicles.	Approx. 10 Lakh	1	2	2-4
SUV	Toyota Innova, Chevrolet Tavera, Mahindra Xylo, Mahindra Scorpio, Renault Duster, etc and other 7 seater similar vehicles	11 Lac and above			2-4
	Total		6	24	

**Note: List is only indicative, and not exclusive. However EdCIL often requires vehicles on bulk basis also.**

### **Quality standard**

#### **Service to be provided:**

- a) Prompt, Punctual, Efficient, Safe, Courteous and Quality Service and
- b) Supply of vehicles on demand

**Vehicle:**

- i) **Should not be more than three year old on the date of submission of bid**
- ii) Should be Diesel/CNG/Petrol Cars. No Car that is running on LPG shall be accepted by EdCIL.
- iii) **Neat and clean**
- iv) registered as commercial vehicles,
- v) Regularly serviced and maintained.
- vi) Should be without mechanical noise
- vii) Fulfilling compulsory requirement of Transport department eg. Pollution under control certificate, fitness certificate, road tax, taxi permit etc.
- viii) All vehicle deputed to EdCIL will be inspected by EdCIL prior to deputation and only such vehicles should be deployed which are approved by EdCIL.

**Driver:**

- i) with valid licence/ badges,
- ii) attire **uniform in white dress with cap**
- iii) experienced and courteous
- iv) with running mobile phone and
- v) knowledge of local routes

**Agency:**

Should provide details of the vehicle as per following schedule:

- i) Vehicle details for advance booking i.e. one day before reporting should be provided to the concerned persons well in advance (at least 4 hours in advance). Whereas the details of vehicles should be provided one day in advance when bulk booking is given.
- ii) The bookings given within 4 hour of reporting the details should be shared immediately in advance.

**Hiring on Monthly basis:**

For hiring vehicle on Monthly basis, the vehicles will be requisitioned for officers at their residence and offices located in Delhi/NCR (the details to be provided at the time of LOA). Two or more agencies can be empanelled for EdCIL Corporate office, Noida and Project Office, Delhi. Preference will be given to the agency which is located nearest (taking minimum time to report vehicle) and whose quality of vehicle are found satisfactory. No Dead Mileage will be allowed in monthly hiring of vehicle i.e. Kilometre reading will be counted from the place of reporting/releasing.

**Hiring on Daily basis:**

For hiring vehicle on daily basis is as per requirement

- i) on 4 hour/ 40 KM,
- ii) 8 Hour /80 KM and
- iii) On outstation duty.

**Note:**

1. Vehicle requisitioned for categories like Small, Mid, Large or MUV/SUV should be provided as per the booking, failing which the payment will be restricted for the vehicle for which the original booking was made, subject to a similar or higher category vehicle provided. No lower category vehicle should be supplied in any case.

2. The agency should provide information like Vehicle Number, Chauffeur Name, and Mobile Number in advance while booking is passed on to the agency 12 hours or more in advance. However when booking is given on short notice the agency should immediately inform about the availability of the vehicle and detail of the vehicle deputed.
3. Vehicle utilized over 4 hour may be considered 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.
4. Two or more agencies can be empanelled for EdCIL Corporate office, Noida and TSG project office, Delhi. Preference will be given to the agency which is located nearest (taking minimum time to report vehicle) and whose quality of vehicle are found satisfactory.
5. Dead mileage will be allowed maximum to 8 Kilometre each way for reporting and releasing the vehicle within Delhi / NCR.
6. In case the vendor provides vehicle from any of the person or agency, he should share the details of agreement between the owner of the vehicle and with **the vendor**. EdCIL to agree or disagree for the same. All responsibilities of such agreement vests with vendor.

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## **CHAPTER – 6**

### **Special Conditions**

1. **Service to be provided** is supply of vehicles on demand with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of Delhi / NCR. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
2. **Quantity of Vehicles** to be hired under monthly and daily basis are shown in the Scope of Work. However EdCIL shall place the order only as per the actual requirement from time to time.
3. **Duty Hours of vehicles:**
  - (i) 8AM to 8 PM on all working days except Sunday on monthly basis.
  - (ii) 4 hours/40 kms or 8 hrs/80 kms for daily basis

Note : However actual duty hours / days shall be specified by actual users of vehicles.

4. **Notice period for supply of vehicles** shall be one day in advance for Regular requirements. One hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice.
5. **Reporting Place for vehicles** is within the jurisdiction of Delhi / NCR. Actual place of reporting shall be specified by users of vehicles.
6. **Counting of Distance :**

**Vehicle hired on daily basis** – shall be counted from the place of reporting, which can be residence/office or any other place of duty. **Dead mileage will be allowed maximum to 8 Kilometre each way for reporting and releasing the vehicle within Delhi / NCR.**

**Vehicle hired on Monthly basis** – shall be counted from the place of reporting, which can be residence/office or any other place of duty to the ending place where the officers relieves the vehicle.  
(No Dead Mileage / Extra time will be allowed from/to the place of garage.)
7. **Type of Vehicles:** The agency shall provide Diesel/CNG/Petrol Cars. No Car that is running on LPG shall be provided to EdCIL
8. **Insurance of Vehicles:** All vehicle provided to EdCIL should be covered under vehicle Insurance policy. The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. EdCIL shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/ claim falling on EdCIL, the same shall be reimbursed / indemnified by the Service Provider.
9. **Accuracy of Meters** will be checked periodically by any authorized officer of EDCIL and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by EdCIL, which may even lead to termination of Contract.
10. **Miscellaneous Conditions:** Service Provider should comply with the following:
  - (i) **Telephones-** All the Telephone Numbers must be specified in the bid format, where requisition of vehicles can be conveyed 24 hrs X7 basis.



- (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of drivers from Local Govt. offices.
- (iii) **Documents of vehicles-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorised person of the EdCIL and will subject to scrutiny.
- (iv) **Uniforms-**Agency should provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty. All the drivers should be in neat and clean uniform and equipped with mobile phones for all types of vehicles.
- (v) **Log book/ Duty Sheets:** The contractor at his own cost shall maintain logbook for vehicle. The trips and timings shall be recorded in the logbook on each day and the same shall be got signed by the authorized representative of the EdCIL. The reading on the odometer of the vehicle at the time of commencement of its service in the morning shall be considered the opening reading (Kilometer) for the concerned day. The closing reading (Kilometer) for any day shall be the one appearing on the vehicle odometer at the time when its service is over for that particular day. The opening and closing readings of the odometer shall be recorded in the logbook on each day and the same shall be got signed by the authorized representative of the EdCIL. These opening and closing readings of the odometer shall form the basis of calculation of actual run of the vehicle for any given day. The details recorded in the logbook and duly signed by the authorized representative of the EdCIL shall form the basis of the payment. Payment shall be made strictly as per the provisions of the Schedule of Rates (SOR).
- (vi) **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI Code, GST, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, within one month of commencement of Contract.
- (vii) **Govt. Tax / Levy / Duty** other than GST for plying the vehicles in Delhi / NCR will be borne by the Service Provider.
- (viii) **Other State Tax:** viz for Delhi number vehicle reported at Delhi and guest desire to visit in NCR (other than Delhi) the tax will be borne by EdCIL however. If Delhi number vehicle report at NCR other then Delhi will be borne by the agency.
- (ix) **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.
- (x) **Drivers Licences:** Attested copies of valid driving licenses during the currency of the contract should be submitted at the beginning of the contract.
- (xi) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- (xii) **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider and should ensure that at the opening and end of duty; the duty slips are completed and signed by the users.
- (xiii) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated Committee of EdCIL officers with reference to good /properly maintained vehicle including cabin, upholstery, seats etc.
- (xiv) The driver should also have sound knowledge of car mechanism so that he can attend to minor repairs and should be well conversant with roads and routes in Delhi. Road Map of Delhi should normally be available in the Car.
- (xv) The Vehicle must comply with all pollution norms applicable and as amended from time to time.

- (xvi) Each Car shall have a small portable fire extinguisher and driver should have training certificate for the use of fire extinguisher.
- (xvii) Vehicles should be equipped with face tissues, Vehicle perfume and first aid kit (to be refreshed regularly).
- (xviii) In case the agency is unable to provide timely vehicle despite giving the booking well in advance, alternate transport can be made available at vender's expenses

**11. Debarring Conditions:-**

- (i) No vehicle should be supplied having registration in the Name of employee of EdCIL or their close relative and a Certificate to this effect be given on the body of bill while submitting claim.
- (ii) No sub-contracting of the Service allotted is permissible by EdCIL. The near relatives of all EDCIL employees either directly recruited or on deputation are prohibited from participation in this tender.
- (iii) The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehaviour of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iv) Service Provider shall not engage any person below 18 years of age.
- (v) Not providing vehicle as per the agreed terms and scope of work.

**12. EdCIL will not have obligation:-**

- (i) No liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify EDCIL against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to **EdCIL** have to be suitably compensated by Service Provider.
- (iii) Not be responsible for theft, burglary, fire or any mischievous deeds by his staff.
- (iv) Service Provider shall be the employer for his workers and **EdCIL** will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

**13** The Agencies shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act and fulfill all other statutory obligations, such as, Provident Fund, ESI, GST etc. in force from time to time:

- i)** The Agencies shall ensure proper discipline among his/ her workers and further ensure that they do not indulge in any unlawful activity. Employment of child labour is strictly prohibited under the law. Therefore, the Agencies will not employ any child and should deploy workers who are above 18 years of age. The Agencies shall be personally responsible for conduct and behaviour of his staff and any loss or damage to EdCIL's moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the contractor. **The decision of the EdCIL's designated officer in this regard shall be final and binding on the Contractor. The Agencies shall take all reasonable precautions to see that all the staff deputed by them are civil, sober and honest in their dealings with the staff of EdCIL. That the Agencies shall employ in his service only such persons whose antecedents have been verified.**

- ii) In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the EdCIL by any individual, agency or government authority due to acts of the Contractor, the Agencies shall be liable to make good/ compensate such claims or damages to the EdCIL. As a result of the acts of the Contractor, if the EdCIL is required to pay any damages to any individual, agency or government authority, the Agencies would be required to reimburse such amount to the EdCIL or the EdCIL reserves the right to recover such amount from the payment(s) due to the Agencies while settling his/her bills or from the amount of Security Deposit of the Agencies lying with the EdCIL.
- iii) The Agencies shall ensure compliance of all laws relating to Motor Vehicle Act including cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
- iv) The Agencies shall at all times keep indemnified the Principal Employer, namely, EdCIL, and its officers and designated concerned staff for and against all third agency claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Agencies shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, Employees Provident fund Act, or any other Act/Rules in force from time to time.
- v) The Agencies shall provide sufficient sets of Uniforms with name badge fixed with uniform and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
- vi) The Agencies shall not appoint any sub-Agencies to carry out his obligations under the contract.
- vii) The successful bidder will have to enter into an agreement with the EdCIL before commencement of contract on the terms and conditions prescribed in the agreement.
- viii) **Compliance of Statutory obligations:** Agencies shall be obligated to comply with whole of the statutory obligations and regulations thereunder as applicable from time to time and maintain currency of Licenses at all times during the performance of services pursuant to award of work hereunder.
- ix) The workers employed by the Agencies shall be directly under the supervision, control and employment of the Agencies and they shall have no connection whatsoever with EdCIL. EdCIL shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against EdCIL for employment or regularization of their services by virtue of being employed by the Contractor, against any temporary or permanent posts in EdCIL.
- x) The Agencies shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the EdCIL.

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## **CHAPTER - 7**

### **Proposed Contract Terms**

#### **1) Income Tax/ GST Registration Certificate**

PAN and GST registration No. should be quoted.

#### **2) Contract Documents**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

#### **3) Language**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the bidder and EdCIL, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

#### **4) Notices**

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

#### **5) Applicable Law**

- a) The contract shall be interpreted in accordance with the laws of the Union of India.
- b) Governing Law and Choice of Forum:  
The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).

#### **6) Deliverables**

The bidder whose tender is accepted shall arrange to start the services as mentioned in the Bid document.

#### **7) Period Of Contract**

Initially the contract will be for 1 (One Year) extendable further two years on yearly basis subject to satisfactory services certified by the authorised officials of Edcil, on mutual agreed terms and conditions.

## 8) PAYMENT TERMS

- i. No Advance payment will be made to the agency.
  - ii. The payment in respect of official bills of the EdCIL submitted in duplicate by the Agencies shall be released subject to fulfilment of obligations by the Agencies imposed under various laws, Rules & Regulations, etc. applicable from time to time and after scrutiny of authorization for supply at the prices offered by the contractor. Any supply of Vehicle without proper authorization by the designated authority of EdCIL, will not be paid. Taxes, as applicable at the prevailing rates, will be deducted at source.
  - iii. In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Agencies shall not be entitled to any interest to be paid by the EdCIL for late payment.
  - iv. The supplier / Vehicle agency shall provide the confirmation of receipt of payment made to the driver within first 7 days of starting of each month Irrespective of payment received by the vendor from EdCIL for that month or not.
  - v. In case EdCIL observes there is lack of Coordination between driver and the supplier, EdCIL reserves right to take action against supplier or Driver for the default without any notice.
- 9) The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional and consulting standards recognized by international professional bodies while observing sound management, technical practices. It shall always act in respect of any matter relating to this agreement, as faithful advisors to EdCIL. The Bidder shall always support and safeguard the legitimate interests of EdCIL, in any dealings with the third party.

The bidder shall enter into a non-disclosure agreement with EdCIL.

## 10) Confidentiality

Both parties and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, commercial details, agreement or EdCIL's business or operations without the prior consent of other party.

## 11) Performance Security

The PBG will require to be submitted @ 10% of the work value, when a work is assigned within 10 days of the notification of award. The successful bidder shall furnish performance Guarantee in favour of EdCIL (India) Ltd issued by a Nationalized Bank only located in India, as per format given in **Annexure 7** valid up to 90 days after the date of completion of the contract, failing which security deposit of the same will be forfeited & the contract will be cancelled.

This Performance Bank Guarantee shall be retained throughout the currency of the contract and extended by the successful bidder from time to time as required by EdCIL.

The proceeds of the performance security shall be payable to EdCIL as compensation for any loss(es) resulting from the failure of the successful Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by EdCIL for failure.

The Performance Security will be discharged by EdCIL and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.

In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to Bank Guarantee, rendering the same valid for duration of the contract as amended and for further period of 90 days thereafter.

## 12) Consortium

No consortium will be entertained by EdCIL.

## 13) LD on account of Delays in the Bidder's Performance

Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them shall render the Bidder liable to recover the Liquidated Damages @ 0.5% of the order value for each week or part thereof subject to maximum of 10% of the order value, unless an extension of time is agreed upon. However for the common regular reason as mentioned below, in the table and in case of repeated problems above mentioned Liquidated damages recovery shall be applicable besides other action including termination of contract.

S. NO.	NATURE OF ERRORS	MINIMUM PENALTY (Maximum decided by the EdCIL)
1.	For not providing vehicle in time	Rs. 1000/- per hour
2.	Faulty functioning of vehicle or fail to provide good quality of vehicle	Rs 1000/- (One Thousand only) per occasion
3.	Non supply of vehicle	Rs 2000/- (Two Thousand only) per occasion
4.	For not providing substitute vehicle	Rs 2000/- (Two Thousand only) per occasion
5.	For misbehaviour of the driver deputed by the contractor	Minimum of Rs 2000/- (Two Thousand only) per fault
6.	For causing damage to the public property	Three times the market value of the damaged property or Rs.5000/- whichever is higher per fault.
7.	For breach of any of the conditions of the contract	A minimum penalty of Rs.5000/- per fault or Termination of contract and forfeiture of Performance Security as the case may be depending upon the incidence of breach
8.	For persistent breach or unsatisfactory services	Termination of contract along with forfeiture of Performance security and blacklisting.

## 14) Termination

EdCIL may without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence EdCIL shall give not less than thirty days written notice of termination to the Service provider.

a) **Termination of The Contract**

The Contract is liable to be terminated if the Service Provider:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or
- vii. Performance is not satisfactory; or
- viii. If the Service Provider obtains the contract with EdCIL with illegal manner;
- ix. Information submitted/furnished by the contract are found to be incorrect.
- x. The above shall be without prejudice to EdCIL's other rights under the law.

b) **Consequences of Termination**

If the contract is terminated by EdCIL for reasons detailed above or for any other reasons whatsoever:

- i. EdCIL shall reserve the right to get work completed at the risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to EdCIL.
- ii. Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited.
- iii. The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by EdCIL as a consequence of termination of the contract.

c) **TERMINATION FOR CONVENIENCE**

- i. EdCIL, by Notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for EdCIL's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the Service Provider may be appropriately compensated on mutually agreed terms for the loss incurred by the Service Provider if any due to such termination.

**15) Legal Liability**

EdCIL reserve the right to recover any liability arising out of an act directly attributable to the service provider

**16) Settlement of Disputes**

**General:** If any dispute arises between the Service Provider and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by Competent Authority in EdCIL. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.

**Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India) only, after decision of the Committee for settlement of disputes.

**17) Arbitration:**

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator as per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.

All legal proceedings shall have to be lodged in courts situated in Delhi (India) and not elsewhere.

**18) Reservation of Rights:**

EdCIL reserves the right to:

- a. Extend the Closing Date for submission of the Proposals
- b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the EdCIL Website <http://www.edcilindia.co.in>.
- c. Seek information from the Bidders on any issue at any time.
- d. To accept any bid or reject any bid without assigning any reasons and accept



bid for all or anyone options for which bid has been invited.

- e. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals or midway during currency of the agreement.
- f. Seek the advice of external consultants/experts to assist EdCIL in the evaluation or review of proposals.
- g. Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.
- h. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

#### **19) Suspension**

EdCIL may, after giving a written notice of suspension to the Service provider, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Service Provider, if the Service Provider fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:

Shall specify the nature of the failure and

Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.

EdCIL may engage some other agency for the completion of suspended work, which will be carried out at the risk and cost of the Service Provider.

#### **20) Force Majeure**

- Notwithstanding anything contained in the Bid Document, the Service Provider shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- For purposes of this clause "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of EdCIL, regarding Force Majeure shall be final and binding on the Bidder.
- If a Force Majeure situation arises, the Service Provider shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. EdCIL may, terminate this agreement by giving a written notice of a minimum 15 days to the Service Provider, if as a result of Force Majeure; the Service Provider is unable to perform a material portion of the services for a period of more than 30 days.

#### **21) Indemnity**

In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the exemplary/ punitive/recoveries, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arise out of the contractual obligation.

## **22) Special Terms and Conditions**

- The exact scope of work, deliverables, milestones and timelines will be mutually decided later at an appropriate time looking to the requirements of the project. However, the decision of the tendering authority, in this regard, shall be final and binding upon the service provider.
- Apart from the original Tender to be submitted in the manner detailed above, no copies should be sent to any other office of EdCIL. Such offers will not be considered as valid Tenders.
- Offers not submitted in the standard formats given in the tender document will be summarily rejected.
- The discretion of EdCIL for awarding business and mode of business will be final and binding on the bidder.
- EdCIL reserves the right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of EdCIL shall be final.
- Any court case arising out of bidders mistake will be defended by the bidder with no cost to EdCIL and any legal liability arising out due to negligence of bidder will be borne by the bidder.

\*\*\*\*\*

**Bid Form****I. Addressed to**

a.	Name of the tendering authority	DM (HR & Admin) EdCIL (India) Limited
b.	Address	EdCIL House 18-A, Sector 16-A NOIDA – 201301 (U.P.), India
	Telephone	0091-120-2512001 to 006
d.	Tele-Fax	0091-120-2512007 / 2512372
e.	Email Id	<a href="mailto:sdev@edcil.co.in">sdev@edcil.co.in</a> , harikrishan@edcil.co.in

II. Tender Ref. No. 2(11)/2017-Admin Dated:01.11.2017

**III. Other related details: -**

1.	Name of Bidder				
2.	Name & Designation of Authorized Signatory				
3.	Registered/Head Office Address				
4.	Delhi Office	Address			
		Phone		Fax:	
		Contact Person			
		Phone		Fax:	
5.	Website URL				
6.	Year of Establishment				
7.	Type of Service provider ( <i>Put Tick mark</i> )	Public Limited	Private Limited	Partnership	Proprietary
8.	GST Number				
9.	Firm Registration / Corporate Identification Number				
10.	Email Address				
11.	Indicate if organization has been blacklisted or not.				
12.	Breakup of Partners, Engagement Managers Associates and other consulting employees				
13.	Telephone Number(s)/ Mobile				
14.	No. of offices globally Are there any clarifications, etc. that the Bidder may like to make.				
15.	Distance from our Noida Office				
16.	Distance from our Delhi office (Connaught Place)				

IV. The Tender document fee amounting to Rs. 1500/- (Rupees One Thousand five Hundred Only) DD/ Banker's cheque No.\_\_\_\_\_ dated \_\_\_\_\_ and EMD for Rs. 1,00,000/- (Rupees One lakh only ) have been remitted vide DD/ Banker's cheque No.\_\_\_\_\_ dated \_\_\_\_\_ in favour of EdCIL (India) Limited, Payable at, NOIDA, India.

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

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

IV. Details of Vehicle available

S. No.	Type of vehicle	No. of vehicle
i.	<b>Small</b>	
ii.	<b>Mid</b>	
iii.	<b>Large</b>	
iv.	<b>SUV/MUV</b>	

*\*Attach documentary evidence of registration, income tax, GST etc.*

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

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**Letter of undertaking**  
**(ON THE LETTER HEAD OF THE BIDDER)**

To

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

Sir,

**Subject: Empanelment of agencies for Car hiring Services**

This bears reference to tender number 2(11)/2017-Admin dated 01.11.2017. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent EdCIL from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on \_\_\_\_/\_\_\_\_/2017 at (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:  
Place:

**SELF-DECLARATION - NON BLACKLISTING**

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

To,

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

Sir,

In response to the Tender 2(11)/2017-Admin dated **01.11.2017** for Empanelment of Agencies for **providing Cars Hiring Services**, I/We hereby declare that presently our Company/Service provider M/s \_\_\_\_\_ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

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

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**Annexure - 4**

**Turnover Statement**

Sl. No.	Financial Year	Annual Turnover of bidder
1.	2014-15	
2.	2015-16	
3.	2016-17	

Note: Certificate from Statutory Auditor/Chartered Accountant certifying revenues from Car Rental Services only for all three years to be attached.

**Annexure - 5**

**Details of Past Experience:**

Experience of bidder in executing similar projects for Central Govt./State Govt./PSU in education Institutes/Universities :

S. No	Name of Department	No of cars rented	Value of contract	Date of award	Current Status
1.					
2.					
3.					
4.					
5.					
6.					



## Power of Attorney:

Know all men by these presents, we..... (name of service provider and address of the registered office ) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project, proposed to be developed by the ..... (the "client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

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

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF .....2016.

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

(Signature, name, designation, and address)

Witness:

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

Notarised

Accepted

.....

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

Notes:

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

**Letter of Proposal Submission of Financial Bid:**

To:  
**DM (HR & A )**  
**EdCIL India Ltd.**  
**Plot No. 18A, Sector-16 A**  
**Noida-201301 (U.P.)**

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for **empanelment of Agencies for providing Cars on Rental Services** in accordance with your tender Dated 01.11.2017 and our proposal. We are hereby submitting our proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelop.

We are submitting our proposal in association with M/s \_\_\_\_\_ and address of each associated consultant]. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained it may lead to our disqualification.

If negotiations are held during the period of validity of the proposal, we undertake to negotiate on the basis of the proposal staff. Our proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any proposal you receive.

We remain.

Yours sincerely,

Authorized Signature (In full and initials)

Name and title of the Signature:

Name of the Service provider:

Address:

---

**Financial Bid**  
**Rates on Day to Day basis**

**Required to upload in EXL (MS excel) format**

<b>Name of Agency:</b>			
<b>Local Running /Type Of Vehicle</b>	<b>Rates Offered</b>	<b>Out Station Duty / Type Of Vehicle</b>	<b>Rates Offered</b>
<b>Small category vehicle</b>		<b>Small category vehicle</b>	
8 H /80 KM		Minimum Running	
Extra Km		Rate Per Km Plain	
Extra Hour		Rate Per Km Hills	
Night Charges(after 23 Hours)		Driver allowance/ day	
<b>Mid category vehicle</b>		<b>Mid category vehicle</b>	
8 H /80 KM		Minimum Running	
Extra Km		Rate Per Km Plain	
Extra Hour		Rate Per Km Hills	
Night Charges (after 23 Hours)		Driver allowance/ day	
<b>Large category vehicle / MUV</b>		<b>Large category vehicle / MUV</b>	
8 H /80 KM		Minimum Running	
Extra Km		Rate Per Km Plain	
Extra Hour		Rate Per Km Hills	
Night Charges (after 23 Hours)		Driver allowance/ day	
<b>SUV</b>		<b>SUV</b>	
8 H /80 KM		Minimum Running	
Extra Km		Rate Per Km Plain	
Extra Hour		Rate Per Km Hills	
Night Charges (after 23 Hours)		Driver allowance/ day	

**Note :**

- Taxes as applicable will be paid extra.
- 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.
- Maximum 8 Km Dead Mileage will be allowed to report the vehicle in Delhi/ NCR.

Authorized Signature (In full and initials)  
Name and title of the Signature:  
Name of the Service provider:  
Address

**Rates on Monthly hiring basis.****Required to upload in EXL (MS excel) format**

<b>Name of Agency:</b>			
<b>Terms &amp; Type Of Vehicle</b>	<b>Rates Offered</b>	<b>Terms &amp; Type Of Vehicle</b>	<b>Rates Offered</b>
<b>Small size vehicle</b>		<b>Small size vehicle</b>	
2500 KM / 26 Days/ 312Hours		2200 KM / 22 Days/ 264Hours	
Extra Km		Extra Km	
Extra Hour		Extra Hour	
Night Charges( Per Night)		Night Charges( Per Night)	
Extra Day		Extra Day	
<b>Mid size vehicle</b>		<b>Mid size vehicle</b>	
2500 KM / 26 Days/ 312Hours		2200 KM / 22 Days/ 264Hours	
Extra Km		Extra Km	
Extra Hour		Extra Hour	
Night Charges( Per Night)		Night Charges( Per Night)	
Extra Day		Extra Day	
<b>Large size Vehicle / MUV</b>		<b>Large size Vehicle/ MUV</b>	
2500 KM / 26 Days/ 312Hours		2200 KM / 22 Days/ 264Hours	
Extra Km		Extra Km	
Extra Hour		Extra Hour	
Night Charges( Per Night)		Night Charges( Per Night)	
Extra Day		Extra Day	
<b>SUV</b>		<b>SUV</b>	
2500 KM / 26 Days/ 312Hours		2200 KM / 22 Days/ 264Hours	
Extra Km		Extra Km	
Extra Hour		Extra Hour	
Night Charges( Per Night)		Night Charges( Per Night)	
Extra Day		Extra Day	

**Note :**

- Taxes as applicable will be paid extra.
- The dead mileage/ Hours will be counted zero (0) from reporting place.

Authorized Signature (In full and initials)

Name and title of the Signature:

Name of the Service provider:

Address

Name of the Bank: -----

To

EdCIL (India) Ltd

**PERFORMANCE GUARANTEE FORMAT**

In consideration of the EdCIL acting through----- (Designation & address of Contract Signing Authority), (hereinafter called “EdCIL (India) Ltd”) having agreed under the terms and conditions of agreement/Contract Acceptance letter No.----- dt  
..... Made between..... (Designation & address of contract signing Authority) and

..... (here in after called “the said Service Provider” for the work.....

(here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ ..... ₹ .....only)) as a performance security Guarantee from the Service Provider for compliance of his obligations in accordance with the terms & conditions in the said agreement.

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

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) Ltd through the Deputy Manager (HR & Admin), EdCIL (India) Ltd, Noida or ----- (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ .. ( ₹ ..... Only).

3. (a) We ..... ( indicate the name of Bank ) further undertake to pay to the EdCIL

(India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Service Provider in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(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 Service Provider 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) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by .....  
(Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.

5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until ( date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.

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

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

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

Dated:                      the                      day of                      for

(indicate the name of bank)

Signature of Banks Authorised official

Witness

( Name )-----

Designation with Code No. -----

1

Full Address-----

2.



**PROFORMA PRE CONTRACT INTEGRITY PACT**

**GENERAL**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of .... 2017, 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 Preparation Of car rental service for EdCIL for the Period 2017- 18 To 2018- 19, for its clients and BIDDER/ Seller is willing to offer the said services and related items as referred to in the **Tender Ref. No. 2(11)/2017-Admin dated 01.11.2017**

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL is a Public Sector Undertaking under Ministry of Human Resource Development performing its functions.

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the **Tender Ref. No. 2(11)/2017-Admin dated 01.11.2017** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

## **1. Commitments of the EdCIL**

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - 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 may be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

## **3. Commitments of Bidders**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- 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.
- 3.5 The BIDDER further declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or service provider or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, service provider or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.
- 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 service provider, 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 TRANSGRESSION**

- 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. 1,00,000/- (Rs. One Lacs only) as Earnest Money with the EdCIL through Account Payee Bank Draft or a Pay Order in favour 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 may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.
- 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.

#### 6.0 **SANCTIONS FOR VIOLATIONS**

- 6.1 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 may be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
- (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 may 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**

- 8.1 An Independent monitor (s) shall be appointed by EdCIL, incase of breach of the provisions of the pact.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a *violation* of this Pact, he will so inform the Authority designated by the EdCIL.
- 8.6 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.
- 8.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. 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.

10. **LAW AND PLACE OF JURISDICTION**

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

11. **OTHER LEGAL ACTIONS**

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

12. **VALIDITY**

12.1 The validity of this Integrity Pact shall be governed by the terms of the Tender No. 2(11)/2010-Admin **dated 04th November 2016** towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

EdCIL (India) Limited  
Name of the Officer

on behalf of BIDDER

Designation

Witness

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

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

Witness

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

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

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

## Check List

S.No.	Descriptions	Whether submitted or not (Yes or No)
1.	Letter of proposal signed and enclosed with the bid offer	
2.	Demand draft of bid fee of Rs. 1500/- drawn in favour of EdCIL has been submitted	
3.	Demand draft of EMD of Rs. 1,00,000/- drawn in favour of EdCIL has been submitted	
4.	Bid Form in Annexure 1 has been submitted	
5.	Letter of undertaking submitted	
6.	Deceleration of non black listing submitted	
7.	Turn over Statement duly approved by CA submitted	
8.	Details of past experience submitted	
9.	Power of attorney competent to sign the bid document submitted	
10.	Signed copy of Pre contract integrity pact	
11.	Financial Bid duly signed as per Annexure 8 submitted	
12.	Signed copy of the tender document submitted	
13.	Certificate of incorporation of company/business submitted	
14.	Certificate for ISO 9001:2008 & 27001 submitted	