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**Dedicated Freight Corridor Corporation of India Ltd
(A Government of India Enterprise)**

TENDER DOCUMENT

**Name of Work: Hiring of Vehicles for DFCCIL Corporate Office,
New Delhi.**

**Tender No. : HQ/AD/VEHICLE TENDER-2018
(Participation through E-Tender only)**

Visit: www.tenderwizard.com/dfccil
(Tenderwizard helpdesk: 011-49424365)

June 2018

Corporate Office:

**Dedicated Freight Corridor Corporation of India Limited
5th floor Pragati Maidan Metro Station Building Complex
New Delhi-110001**

Phone: +91-11-23454700; Fax: +91-11-23454701

**Tender for Hiring of Vehicles for DFCCIL Corporate Office,
New Delhi.
(Tender No.: HQ/AD/VEHICLE TENDER-2018)
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Dedicated Freight Corridor Corporation of India Ltd.
(A Government of India Enterprise under Ministry of Railways)

NOTICE INVITING TENDER (NIT) (ONLINE)

Sealed Bids in a **Single Packet System** are invited from Reputed, Experienced and Financially Sound Transporters/Taxi Operators/Companies/Firms/Agencies for Hiring of Vehicles on Monthly and Daily basis for DFCCIL, Corporate Office at New Delhi as per the following schedule:-

1.1	Tender No.	HQ/AD/VEHICLE TENDER-2018
1.2	Name Of Work	Hiring of Vehicles for DFCCIL Corporate Office, New Delhi.
1.3	Type of Tender	E-Open Tender, Single Packet System
1.4	Duration of Contract	Two Years and further extendable by One Year at the same Rates, Terms and Conditions at the discretion of DFCCIL from the date as specified in the Letter of Acceptance.
1.5	Estimated Cost of Work Excluding GST: <u>Segment 1</u> <u>Segment 2</u> <u>Segment 3</u>	Rs. 8,12,10,309/- Rs. 1,37,00,462/- Rs. 4,85,24,146/- Rs. 1,89,85,701/-
1.6.	Cost of Tender Document (Non-Refundable)	Rs. 10,000/- Plus GST @ 18% = Rs. 11,800/- in the form of Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi, payable at New Delhi.
1.7	Tender Processing Fee (Non-Refundable)	Rs. 7,500/- Plus GST (0.1% of the Estimated Cost of Work Plus GST, Minimum Rs. 750/- Plus GST and Maximum Rs. 7,500 Plus GST) (Payable to M/s ITIL Online) (Non- Refundable).
1.8	Earnest Money Deposit (EMD) (Tender Security)	Segment 1- Rs. 2,74,010/- Segment 2- Rs. 9,70,483/- Segment 3- Rs. 3,79,715/- Separate Earnest Money Deposit (EMD) for each Segment for which Tenderer intends to participate by Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi, payable at New Delhi. Tenders received without Earnest Money Deposit shall be summarily rejected.
1.9	Uploading of NIT and Tender Document i.e. Time of Sale of Tender (Online)	From 15/06/2018 at 16:00 hrs. on www.tenderwizard.com/DFCCIL .
1.10	Last Date and Time of Submission of Tender (Online)	Up to 15.00 hrs of 16/07/2018 on www.tenderwizard.com/DFCCIL .
1.11	Last Date and Time of Submission of Documents in Physical Form.	Upto 15.00 hrs of 16/07/2018.

1.12	Date and Time of Opening of Tender (Online)	16/07/2018 at 15.30 hrs on www.tenderwizard.com/DFCCIL .
1.13	Tender Validity	120 days from the Date of Opening of Tender.
1.14	Address for Communication	Manager/Administration/CO, Dedicated Freight Corridor Corporation of India Limited (DFCCIL), 5 th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001. Mobile: 9717636812, Centralized Fax 011-23454701.
1.15	Help Desk for E- Tendering	For any clarification, help and registration for E-Tendering & for obtaining Digital Signature contact at www.tenderwizard.com/DFCCIL and on Telephone No. 011-49424365 or Mob. No. 9599653865.
1.16	Availability of Tender Documents	The Tender documents can be downloaded from www.tenderwizard.com/DFCCIL , Tenderer who wishes to view free Notification and Tender Documents can visit www.tenderwizard.com/DFCCIL , DFCCIL's website www.dfccil.gov.in & Central Procurement Portal, www.eprocure.gov.in ; DFCCIL may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be issued at least three days in advance of date of opening of tenders and placed on website www.tenderwizard.com/DFCCIL only.

2.0 General

- 2.1 Tender document is non-transferable. Tender received from Tenderer in whose name Tender Document has been issued, shall only be considered.
- 2.2 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender document by post. Late/Delayed Tender shall not be considered for evaluation.
- 2.3 The Offer shall be valid for 120 days from the date of opening of the tender, and extend further if required from time to time. The Bidder cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Earnest Money Deposit (Tender Security).
- 2.4 Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website www.tenderwizard.com/dfccil. Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.

SECTION 2

(i) FORMAT FOR COVERING LETTER OF TENDER. (On Letter Head of Firm/Company/Agency)

To,

Manager/Administration (CO)
DFCCIL,
New Delhi.

Sub: Tender for Hiring of Vehicles for DFCCIL Corporate Office, New Delhi.

Ref.: Tender No. HQ/AD/VEHICLE TENDER-2018.

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

S.no.	Segment	Amount (in Rs.)	Demand Draft/Banker's Cheque No. and Date	Issued by (Name & Branch of the Bank)
1.	Segment-1 (Premium/Luxury/Spacious)			
2.	Segment-2 (Medium)			
3.	Segment-3 (Economy)			

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

- i) I/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
- ii) I /We do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value (equal to 5% of contract value) as per the Annexure I of Tender Document, within 15 days of issue of letter of acceptance; or
- iii) I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or

- iv) I/We withdraw the offer during the period of validity/extended validity; or
 - v) When any of the information furnished by the tenderer not found true.
3. Until a formal agreement is executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, and indicated in the Letter of Acceptance or my/our accepted offer for the work.
 4. On account of non-acceptance of award of contract or on account of non-fulfillment of tender conditions on award of contract within the prescribed time, I/We shall be debarred by DFCCIL for further participation in the future tenders of DFCCIL.
 5. I/We certify that quoted rates are inclusive of all (including any statutory levies etc.) excluding GST applicable on the hiring of vehicles.
 6. I/We are submitting bid for the Segments indicated below:-
 - (i) Segment 1- Premium/Luxury/Spacious.
 - (ii) Segment 2 – Medium.
 - (iii) Segment 3 – Economy.

(Please tick the Segment(s) for which the bid is submitted.)

The Certificate(s) submitted by me/us in support of Eligibility Criteria given in Clause No.4 (iii), Instructions to the Bidders should be considered against the -
 Segment 1 (Yes/No)
 Segment 2 (Yes/No)
 Segment 3 (Yes/No)
 for which we have submitted the bid.

7. I/We do hereby confirm that I/We have the necessary authority and approval to submit this tender document for the subject services to the DFCCIL.

 (Signature of Bidder)

In the capacity of _____
 Duly authorized to sign offers for and on behalf of _____

 (Name and Address of Bidder)

(Signature of Witness)

(Name & Address of Witness)

ii) CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

S. No.	Documents to be Attached	Tick Yes/No
1.	Cost of Tender Document in the prescribed form.	
2.	Earnest Money Deposit (EMD) of requisite amount in the prescribed form.	
3.	The Covering Letter as per format given in the Section 2.	
4.	Power of Attorney of the person signing the tender documents in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender as per Annexure IX.	
5.	Registration Certificate for ESI, EPF & Contract Labour (Regulation and Abolition) Act 1970 & Valid Labour License as per Contract Labour (Regulation and Abolition) Act 1970.	
6.	Certified Copy of GST No, PAN Card & Aadhar Card.	
7.	Certified Copy of Registration of Transporter/Taxi Operator/ Company/Firm/Agency, Partnership Deed /Memorandum and Articles of Association of the Transporter/Taxi Operator/ Company/Firm/Agency.	
8.	Constitution of the Transporter/Taxi Operator/ Company/Firm/Agency in the form prescribed in Annexure-III.	
9.	Experience Certificate as per Annexure-IV and Affidavit as per Annexure-VI.	
10.	Details of Contractual Payment Received in Last Three Financial Years and Current Financial Year and Copy of Audited Balance Sheets for Three Financial Years 2014-15, 2015-16 and 2016-17 and Un-Audited Turnover for the Year 2017-18 (From April 2017 to March 2018) Certified by a Chartered Accountant as per Annexure V.	
11.	Details of Vehicles owned by the Bidder (Transporter/Taxi Operator/ Company/Firm/Agency) Segment-wise alongwith Copies of Registration Certificates, Fitness Certificates, Insurance and Permit as per Annexure-X.	
12.	Complete Tender Document including Corrigendum/Addendums Signed by the Bidder.	
13.	Financial Bid Fill and (Financial Offer .xls') to be uploaded Online.	

Important Notes:

- i. Documents No. 1 to 11, should be scanned and uploaded at website - in 'Document Library' and after that, attach all above necessary documents in particular tender.
- ii. The Complete Tender Document including Corrigendum/Addendums digitally signed would be uploaded at website www.tenderwizard.com/DFCCIL in 'Document Library' and after that attach the complete document in the particular tender.
- iii. Tenderer must submit document no. 1 & 2 in Original i.e. Cost of Tender Document and EMD and documents 3 to 12 in Hard Copy (duly signed and stamped by authorized person on each page) and shall be sealed in one envelope (mentioning on Top of Envelop as "Tender Document for NIT No., Name of Work, Name and Address of Tenderer") and addressed to Manager/Administration/CO, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001. Sealed cover containing Documents in Physical form shall be dropped in the Tender Box up to 15:00 hrs. of 16/07/2018 at the Address mentioned in the NIT.

- iv. Financial Bid (Microsoft Excel File) is to be downloaded from website www.tenderwizard.com/DFCCIL and then is to be filled, saved and uploaded (through digital signature) on the same website and not to be submitted in hard copy at all.

SECTION-3

INSTRUCTION TO BIDDERS (ITB)

- 1.0 DFCCIL intends to hire commercially registered vehicles with proper documents and accessories as mentioned in the Tender Document from Transporter/Taxi Operator/ Company/Firm/Agency for travel within the National Capital Region of Delhi (NCR) and outside National Capital Region of Delhi (NCR) as and when required. All bids should be submitted in accordance with the instructions contained in bid documents. Issuance of bid documents will not automatically means that such parties are considered qualified.
- 2.0 The Bidders can submit bids for any or all the three segments mentioned in the bid document. Earnest Money Deposit (EMD) shall be payable separately for each segment. However, the cost of tender document shall remain the same irrespective of the number of segments applied for. Similarly, the bidders have to fulfill the eligibility criteria based on the segments for which they have submitted the bids.
- 3.0 The Scope of Work is given in Section-5. The Estimated Cost of Work segment wise is indicated as below:

S.No.	Description of Segment	Estimated Cost of Work Excluding GST
1.	Segment 1 - Premium/Luxury/Spacious	Rs. 1,37,00,462/-
2.	Segment 2 - Medium	Rs. 4,85,24,146/-
3.	Segment 3 - Economy	Rs. 1,89,85,701/-
	Total Estimated Cost of Work Excluding GST	Rs. 8,12,10,309/-

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

4.0 The Salient Features of the Contract are as follows:

i.	Tender No.	HQ/AD/VEHICLE TENDER-2018
ii.	Name of Work	Hiring of Vehicles for DFCCIL Corporate Office, New Delhi.
iii.	Duration of Contract	Two Years and further Extendable by One Year at the Same Rates, Terms and Conditions at the discretion of DFCCIL from the Date as Specified in the Letter of Acceptance.
iv.	Estimated Cost of Work Excluding GST: <u>Segment 1</u> <u>Segment 2</u>	Rs. 8,12,10,309/- Rs. 1,37,00,462/- Rs. 4,85,24,146/-

	<u>Segment 3</u>	Rs. 1,89,85,701/-
v.	Earnest Money Deposit (EMD) (Tender Security)	Segment 1- Rs. 2,74,010/- Segment 2- Rs. 9,70,483/- Segment 3- Rs. 3,79,715/- Separate Earnest Money Deposit (EMD) for each Segment for which Tenderer intends to participate by Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi, payable at New Delhi. Tenders received without Earnest Money Deposit shall be summarily rejected.
vi.	Performance Security	5% of Total Contract Value in the form of Bank Guarantee to be submitted within 15 days from the Date of Issue of Letter of Acceptance (LOA).
vii.	Security Deposit/ Retention Money	Overall Security Deposit is 5% of Contract Value. EMD to be adjusted against the Security Deposit. Balance to be deducted @ 10% from each of the running bills till realization of the full amount.

5.0 ELIGIBILITY CRITERIA:-

S. No.	Criteria	Documents Required
(i)	The Bidder should have successfully completed at least one work of providing Hiring of Vehicle Services costing not less than 35% of the Advertised Tender Value of Work (Estimated Cost of Work Segment Wise Excluding GST) in the last three years {i.e. Current Year and Previous Three Financial Years} (2018-19 (April 2018 till Date) and 2015-16, 2016-17 and 2017-18) for any government department/PSU. Date of start of work may not fall in this period. OR The Bidder should be carrying out at least one Work of providing Hiring of Vehicle Services for at least 2 years with average annual payment not less than 17.5% of the Advertised Tender Value of Work (Estimated Cost of Work Segment Wise Excluding GST) in any Government Department/PSU.	The Bidder has to submit certificate issued by concerned authorities as per Performa given in Annexure-IV of the Tender Document.
(ii)	The Bidder should have received Total Contract Amount of not less than 150% of the Advertised Tender Value of Work (Estimated Cost of Work Segment Wise Excluding GST) against satisfactory execution of completed and ongoing works of all types during last three Financial years i.e. Current Year and Previous 3 Financial Years (2018-19 (April 2018 till Date) and 2015-16, 2016-17 and 2017-18) as per ITCCs/Audited Balance Sheets.	Details of Contractual Payment Received in Last Three Financial Years and Current Financial Year (2015-16, 2016-17 and 2017-18 and 2018-19 (April 2018 till Date)) and Copy of Audited Balance Sheets for Three Financial Years 2015-16,

		2016-17 and 2017-18 and Un-Audited Balance Sheet for the Year 2018-19 (From April 2018 till Date) Certified by Chartered Accountant as per Annexure V .																
(iii)	<p>(i) The Bidder can submit Bid for any or all segments and must have a minimum fleet of cars/vehicles with Registration No. DL-1Y/DL-1N/DL-1Z/DL-1V or similar vehicles registered in other areas of NCR as indicated below:-</p> <table border="1"> <thead> <tr> <th>Segment</th> <th>Type of Vehicle</th> <th>Minimum Number of Vehicles</th> <th>Make</th> </tr> </thead> <tbody> <tr> <td>Segment 1</td> <td>Premium/Luxury/Spacious</td> <td>04 Cars</td> <td>2015 onwards.</td> </tr> <tr> <td>Segment 2</td> <td>Medium</td> <td>23 Cars</td> <td>2015 onwards.</td> </tr> <tr> <td>Segment 3</td> <td>Economy</td> <td>11 Cars</td> <td>2015 onwards.</td> </tr> </tbody> </table> <p>(Description of vehicles under each segment is given in Scope of Work, Section-5)</p> <p>The vehicles should be authorized to ply as Hired Vehicles as per Section-66 of Motor Vehicle Act (MVA)-1988, in Delhi/NCR registered in the name of Transporter/Taxi Operator/Company/Firm /Agency or in the name of proprietor or in the name of partner(s) of the Transporter/Taxi Operator/Company/Firm/Agency. (Self-attested copy of Partnership Deed or Article of Association or ownership certificate to be enclosed).</p> <p>A list of Vehicles/Cars segment-wise indicating the Make, Registration No. and Model along with attested photocopies of (i) Registration Certificate, (ii) Fitness Certificate, (iii) Permit, (iv) Insurance Certificate fulfilling the above mentioned condition, should be enclosed as per format given in Annexure-X.</p>	Segment	Type of Vehicle	Minimum Number of Vehicles	Make	Segment 1	Premium/Luxury/Spacious	04 Cars	2015 onwards.	Segment 2	Medium	23 Cars	2015 onwards.	Segment 3	Economy	11 Cars	2015 onwards.	<p>a) (Self-attested copy of Partnership Deed or Article of Association or ownership certificate to be enclosed).</p>
Segment	Type of Vehicle	Minimum Number of Vehicles	Make															
Segment 1	Premium/Luxury/Spacious	04 Cars	2015 onwards.															
Segment 2	Medium	23 Cars	2015 onwards.															
Segment 3	Economy	11 Cars	2015 onwards.															
(iv)	<p>a) The Bidder should be registered for ESI, EPF and Contract Labour (Regulation and Abolition) Act, 1970.</p>	<p>Valid Registration Certificate for ESI, EPF and Contract Labour (Regulation and Abolition) Act, 1970.</p>																

	b) The Bidder must be possessing Valid Labour License under Contract Labour (Regulation and Abolition) Act, 1970.	Valid Labour License under Contract Labour (Regulation and Abolition) Act, 1970.
	c) The Bidder must be possessing GST Registration Number, PAN Card and Aadhar Card.	Certified Copy of GST Registration Number, PAN Card and Aadhar Card.
	d) The Bidder should submit an Affidavit that it has not been blacklisted for business by any Government Department/PSU and that in last three years to be reckoned from date of invitation of tender, there has not been any work cancelled against them for poor performance.	Affidavit/Documents to be enclosed. Performa of Affidavit is given in Annexure VI of the Tender Document.
Note: Consortium bidding shall not be allowed at any stage for fulfillment of eligibility criteria.		

6.0 Details of the Bidder

S. No.	Particulars			
1.	Name of Transporter/Taxi Operator/Company/Firm /Agency			
2.	Address with Telephone, Fax No., Mobile No. and E-Mail ID.			
3.	Status of Applicant (Individual/Proprietorship Firm/Partnership Firm/Private Limited/Society/Autonomous Body (Attach documentary evidence)			
4.	Type of the Services Provided			
5.	Annual Turnover of Last three Financial Years (Audited Balance Sheets Certified by Chartered Accountant to be enclosed)	2015-16	2016-17	2017-18

7.0 SUBMISSION OF E-TENDER: -

7.1 Tender Document Obtaining Process

7.1.1 It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ('CA') to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link www.cca.gov.in), in the name of the person who will submit the Online tender and is authorized to do so.

7.1.2 To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the Tender wizard (www.tenderwizard.com/DFCCIL) and to have User ID and Password. Tenderers have to pay Annual Registration Charges of Rs. 2000/- + GST to M/s ITIL through e-payment. Tenderers have to pay Tender-Processing Fee to M/s ITIL through e-payment. Already Registered Tenderer need not pay registration charges to M/s ITIL.

- 7.1.3 www.tenderwizard.com/DFCCIL is the only website for submission of tender. 'Vendor Manual' containing the detailed guidelines for E-Tendering is available on www.tenderwizard.com/DFCCIL.
- 7.2 Submission of Offer**
- 7.2.1 Tender shall be submitted through Online mode only at www.tenderwizard.com/DFCCIL. Tender submitted by any other mode will not be accepted.
- 7.2.2 All the required documents as mentioned in Check list from S.No.1-11, including Scanned Copy of EMD & Cost of Tender Document shall be uploaded to the E-Tendering web site www.tenderwizard.com/DFCCIL within the period of bid submission and the same in physical form **(original)** should also be deposited in the Office of Manager/Administration/CO, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001, on or before the last date & time of bid submission, **failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.**
- 7.2.3 The detailed instructions of e-tendering can be read through website www.tenderwizard.com/DFCCIL.
- 7.2.4 The Addendum/Corrigendum, if any; shall be hosted on the website www.tenderwizard.com/DFCCIL only.
- 7.2.5 The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted.
- 7.2.6 **The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.tenderwizard.com/DFCCIL with the digitally signed copy of tender document.**
- 7.2.7 In case scheduled date is declared as holiday, tender can be uploaded up to 15:00 hrs. on the next working day and will be opened at 15:30 hrs. on that day.
- 7.2.8 Each page of this bid document shall be submitted through Digital Signature of the tender.
- 7.2.9 The **bid** shall be accepted through **Online Mode only**. The bid submitted after the time and date fixed for submission of Bids as set out in the tender document will be summarily rejected.
- 7.2.10 Bidders are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.
- 8.0** The Bidder shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting. Should the Bidder have any doubt about the meaning of any portion of the Tender Document or

find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least seven days before the due date of submission of the tender.

- 9.0** Bid Document shall be accompanied by Tender Cost and EMD in proper form and all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- 10.0** All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- 11.0** After award of contract to the Successful Bidder, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.
- 12.0** For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:
 - (i) Financial Bid.
 - (ii) Notice Inviting Tender.
 - (iii) Instructions to Bidders.
 - (iv) Scope of Work.
 - (v) Special Conditions of Contract.
 - (vi) General Conditions of Contract.

For example, if any Item is found common in Special Conditions of Contract and General Conditions of Contract then the provision given in Special Conditions of Contract will prevail over General Conditions of Contract for the same Item.

- 13.0** Bidder must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document. Complete Tender Document along with Addendums, Corrigendum and Documents as specified in the Tender Document, must be submitted through Digital Signature by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete in itself. No page of this Tender Document shall be removed and the set must be submitted as it is.
- 14.0** Submission of a tender by a tenderer implies that he has read all the tender documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- 15.0** DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.

16.0 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit (EMD) of such tenderer shall be forfeited. The decision of the DFCCIL in this regard shall be final and binding.

17.0 The evaluation of tenders will be made on the basis of fulfillment of Eligibility Criteria mentioned in the Bid Document and other terms and conditions as mentioned in the Tender Document. However, DFCCIL reserves the right to seek any clarification from the bidder.

18.0 Modification/Substitution/Withdrawal of Bids:

- i) The Bidder may modify, substitute or withdraw its E-Bid after submission, prior to 15:00 hrs. of 16/07/2018 (Last Date & Time for Tender submission termed as Tender Closing Date & Time). No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- ii) Any alteration/modification in the bid or additional information supplied subsequent to the bid due date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- iii) For modification of e-bid, Tenderer has to detach its old bid from e-tendering portal and upload/ resubmit digitally signed modified bid.
- iv) For withdrawal of tender, tenderer has to click on withdrawal icon at www.tenderwizard.com/dfccil. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, Tenderer cannot re-submit their tender again.

19.0 Opening and Evaluation of Bids:

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

Address: Online Opening of Tender

Manager/Administration/CO

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL)

5th Floor, Pragati Maidan Metro Station Building

New Delhi-110001

- (ii) Documents in Physical form in a Sealed Cover may be dropped in the Tender Box kept at the same address as mentioned above upto 15:00 hrs. of 16/07/2018. All Sealed Covers containing Documents in the Physical form will also be opened after Online Opening of Tender. On the Top of the Sealed Cover, the following shall be mentioned:

“Documents in Physical Form for Tender No. HQ/AD/VEHICLE TENDER-2018

Last Date and Time of Tender Submission- Up to 15:00 Hrs of 16/07/2018.

Date and Time of Tender Opening- 16/07/2018 at 15:30 Hrs.”

- (iii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signatory are not same, the Bid shall be considered Non-Responsive.
- (iv) The Authority shall Open Bid Documents received in electronic form Online at 15.30 hours on 16/07/2018, in the presence of Tenderers or their Authorized Representatives who choose to attend.

20.0 Deadline for Submission of Tender

Tenderer(s) must ensure to complete the tender submission process in time as www.tenderwizard.com/DFCCIL will stop accepting any Online Tender after Tender Closing Due Date & Time (15:00 Hrs. of 16/07/2018).

- 21.0 Bidder may visit the site on any working day to assess the Scope of Work before submitting their offer.

22.0 Cost of Tender Document:

The Tender shall submit Rs. 10,000/- Plus GST @ 18% = Rs. 11,800/- in the form of Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favor of DFCCIL, New Delhi and Payable at New Delhi. The Tenderer shall submit Cost of Tender Document along with other Documents in a Sealed Cover as per Section-3, Clause 16 (ii).

23.0 Earnest Money Deposit (EMD) (Tender Security):

- i) The Tenderer must deposit Earnest Money separately for each Segment for which the bidder intends to participate. The segment wise details of Earnest Money Deposit is as follows:

S. No.	Segment	Earnest Money Deposit
1	Segment 1	Rs. 2,74,010/-
2	Segment 2	Rs. 9,70,483/-
3	Segment 3	Rs. 3,79,715/-

The EMD shall be in the form of Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled bank of India in favour of DFCCIL, New Delhi and Payable at New Delhi.

- ii) EMD in form of Demand Draft or Banker's Cheque, **shall be scanned and uploaded to the E-Tendering website** within the period of bid submission and the same in physical form (**original**) should also be submitted along with other Documents as per instructions given in Section-3, Instructions to Bidders **failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.** Tenders received without Earnest Money in full in the manner prescribed above shall be summarily rejected.
- iii) The Earnest Money Deposit of the Successful Tenderer, will be retained towards part of Security Deposit.

- iv) In case of Unsuccessful Tenderers, the Earnest Money will be refunded to them without interest after finalization of the Tender as promptly as possible. The Earnest Money of the Successful Tenderer shall be converted to Retention Money/Security Deposit when the Successful Tenderer has furnished the Performance Security and signed the Contract Agreement.
- v) Dedicated Freight Corridor Corporation of India Limited (DFCCIL) reserves the right of forfeiture of Earnest Money Deposit (EMD) in case of Successful Tenderer if:
 - a) Does not execute the Contract Agreement within 30 (thirty) days from the Date of Issue of Letter of Acceptance; or
 - b) Does not submit Performance Security in the form of Bank Guarantee of the requisite value (equal to 5% of contract value) as per Annexure-I of Tender Document, within 15 days of issue of Letter of Acceptance; or
 - c) Does not commence the work within 7 days after receipt of Letter of Acceptance or date as specified in the Letter of Acceptance.
 - d) Withdraws the offer during the period of validity/extended validity.
 - e) When any of the information furnished by the tenderer not found true.
- vi) EMD shall remain valid for 90 days beyond the validity/extended validity of Bid.

The forfeiture of Earnest Money Deposit (EMD) shall be also applicable if work is terminated at any stage as per terms and conditions of the contract.

- 24.0. The Tenderer must submit original Power of Attorney of authorized signatory signing the Tender Document as per format given in Annexure IX or the Xerox copy of Power of Attorney duly attested by Notary Public. In case, Xerox copy is submitted, original power of attorney shall be presented for scrutiny as and when required by the DFCCIL.

25.0 CRITERIA FOR EVALUATION OF TENDER:

The evaluation of the tenders will be done on the basis of fulfillment of Eligibility Criteria mentioned in the bid document for each segment separately and other terms and conditions as mentioned in the Tender Document. The reasons for selection or rejection of a particular tender will not be disclosed. The award of contract will be further subject to any specific terms and conditions of the contract given the Tender document.

Financial Bids will be evaluated segment wise for all Eligible Bidders which are fulfilling the Eligibility Criteria (Transporter/Taxi Operator/Company/Firm/Agency) and other terms and conditions mentioned in the Tender Document. The Contract will be awarded to the Eligible Bidder for each segment based on the lowest quoted rate.

25.0. AWARD OF CONTRACT:

- (i) **Segment-1:** For Segment No.1 (Premium/Luxury/Spacious), the Lowest Eligible Bidder (L-1) will be considered for full work.

- (ii) **Segment-2:** For Segment No.2 (Medium), the Lowest Eligible Bidder (L-1) will be considered for full work.
- (iii) **Segment-3:** For Segment No.3 (Economy), the Lowest Eligible Bidder (L-1) will be considered for full work.

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

26.0 **PRICE BASIS & LANGUAGE OF BID**

The bidder shall quote rates (in terms of Percentage of Estimated Cost of Work excluding GST Segment Wise) in the Financial Bid online. The rates quoted should include the remuneration of the driver, repair & maintenance of vehicle, comprehensive insurance, cost of fuel, oil and other consumables, and all other charges excluding GST. The bidder shall quote his rates in Percentage (Above/At Par/Below of the Estimated Cost excluding GST Segment wise). Percentage (Segment Wise) is to be quoted both in figures and words. In case of any discrepancy in Percentage between figures and words, the Percentage quoted in words will prevail over Percentage quoted in figures. All information in the bid shall be in English.

SECTION 4

GENERAL CONDITIONS OF CONTRACT

1.0 SECURITY DEPOSIT (Retention Money):

The EMD (Segment Wise) of the Successful Tenderer shall be retained by DFCCIL as part of Security and adjusted against Retention Money for the faithful fulfilment of the contract by the contractor. In addition, a Retention amount equal to 10% of each bill shall be retained till the total security including EMD available is 5% of the contract value. The Retention Money, unless forfeited in whole or in part according to the terms and conditions mentioned in the Tender Document, shall be returned to the contractor after 60 days of the completion of the contract. No interest is paid on Retention Money.

When the contract is rescinded, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed. In case of violation of Integrity Pact, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed.

2.0 PERFORMANCE SECURITY:

Within **15 days** from the date of issue of the Letter of Acceptance (LOA), the Successful Tenderer shall furnish Performance Security in the form of a Bank Guarantee from **any Nationalized Bank of India or Scheduled Bank of India for** an amount equal to 5% of the contract value as per the Performa given in Annexure- I on a Stamp Paper. The cost of Stamp Paper shall be borne by the contractor.

Failure of the Successful Tenderer to furnish the required Performance Security shall be a ground for the annulment of the award of Contract and forfeiture of the EMD. Value of Stamp Paper for Performance Security (Bank Guarantee) shall not be less than, as provided in the Stamp Duty Act. The Bank Guarantee shall be valid upto 60 days after completion of work. In case, contract period is extended, the contractor shall get the validity of Bank Guarantee extended to cover such extended period plus 60 days. Performance Security shall be released 21 days after issue of Performance Certificate.

When the contract is rescinded, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed. In case of violation of Integrity Pact, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed.

3.0 DURATION:

Two Years and further Extendable by One Year at the Same Rates, Terms and Conditions at the discretion of DFCCIL from the Date as Specified in the Letter of Acceptance.

4.0 CONTRACT AGREEMENT and COMMENCEMENT OF WORK:

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

5.0 STATUTORY COMPLIANCES:

The Contractor shall;

- (a) Accept full and exclusive liability for the Vehicles and Drivers deployed and other obligations referred under the laws/rules/regulations now and thereafter imposed by the appropriate government/authorities.
- (b) Keep DFCCIL indemnified against all losses, damages or liability arising out of or imposed in the course of deployment of Vehicle along with Drivers or arising in accordance with any labour laws or other Statutory Compliances or due to any other reason. DFCCIL will not have any liability whatsoever concerning the persons deployed by the Contractor for the purpose or arising in accordance with any labour laws or other Statutory Compliances or due to any other reason.
- (c) If as a result of any claim arising out of any reasons stated in 5 (b) above or due to any negligence on part of the Drivers deployed, if DFCCIL is made to pay any amount, then DFCCIL shall recover the same from the payment due to the Contractor or send a notice to the Contractor for refund of the same to the DFCCIL and the Contractor shall be liable to reimburse the same within 7 working days of the receipt of such notice.
- (d) The Bidder shall comply all statutory requirements including compliance of LAWS, Acts, Rules and Regulations.

6.0 AUTHORISATION AND ATTESTATION:

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

7.0 VALIDITY OF OFFER:

The offer shall be kept open for acceptance for a minimum period of 120 days from the date of opening of tenders, and extend further if required from time to time. In case Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the Original offer which shall be binding on the Tenderers.

8.0 REJECTION OF TENDER AND OTHER CONDITIONS:

- 8.1 The acceptance of tender will rest with Dedicated Freight Corridor Corporation of India Ltd. which does not bind itself to accept the lowest tender or any tender and reserves full rights to reject any or all the tenders without assigning any reason whatsoever.
- 8.2 Conditional tenders, incomplete tenders or otherwise considered defective and not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 8.3 If the Tenderer deliberately gives wrong information in his tender, DFCCIL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/ Performance Security/any other moneys due.
- 8.4 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.
- 8.5 Should a Tenderer or Contractor or in the case of a firm or Company of Contractors/one or more of its Partners/Shareholders/ Directors have a relation or relations employed in DFCCIL, the authority inviting the tender shall be informed to the fact along with the offer, failing this DFCCIL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

9.0 VARIATION:

Variation in each Item of Schedule of Rates and Quantities (both positive & negative) or as a whole (both positive & negative) is permissible under this contract. Same rates shall be applicable for each item of variation. No vitiation will be permitted.

- 10.0** Estimated Cost of Work as indicated in the Section-1 and Section-3 is Segment Wise excluding GST. GST shall be paid as per applicability and based on Documentary Proof. As per GST Act, Anti Profiteering Measures shall be taken. Successful Agency shall pass Input Tax Credit to the DFCCIL and shall give Declaration within 3 days from the date of issue of Letter of Acceptance in the Format as per Annexure VII.
- 11.0** Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012 issued by Ministry of MSME is followed.
 - (a) Participating MSEs shall enclose with their offers, the proof of their being MSE registered with any of the agencies mentioned in the Notification of Ministry of MSME indicated below:
 - i) District Industries Centers.
 - ii) Khadi and Village Industries Commission.
 - iii) Khadi and Village Industries Board.
 - iv) Coir Board.
 - v) National Small Industries Corporation.
 - vi) Directorate of Handicraft and Handloom.
 - vii) Any other body specified by Ministry of MSME.

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

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

Failing Clauses 11.0 (a), 11.0 (b) and 11.0 (c) above, such offers will not be liable for consideration of benefits detailed in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012 issued by Ministry of MSME.

12.0 In pursuance of the Public procurement policy on MSE:

- (i) Tender document will be provided free of cost to MSEs in compliance of Clause 11.0 above for the item tendered.
- (ii) MSEs in compliance with Clause 11.0 above for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).
- (iii) MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of same may be enclosed.

13.0 Payment Terms:

- (i) Payment shall be made on a monthly basis for which contractor shall submit monthly bill/invoice before 15th of every month for the previous month.
- (ii) GST shall be paid as per applicability based on the documentary proof.
- (iii) Bill/Invoice shall be submitted in duplicate duly mentioning GST Registration number and signed and stamped by the contractor.
- (iv) Payment to the contractor shall be made through Electronic Clearing System (ECS). The Contractor shall submit complete bank details/NEFT Mandate Form issued by their bank.
- (v) Tax Deducted at Source (TDS) will be deducted from the payment due to the contractor as per Central Government/State Government Rules/Norms as applicable.
- (vi) No advance payment shall be made.
- (vii) The contractor shall provide all the necessary details as required by DFCCIL for passing of Bill/Invoice.

14.0 INDEMNITY:

The Successful Tenderer (Contractor) shall indemnify and hold harmless to DFCCIL and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Successful

Tenderer (Contractor) or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises including but not limited to any and all claims by the Successful Tenderer (Contractor).

15.0 In performing the terms and conditions of the contract, the Successful Tenderer (Contractor) shall at all times act as an Independent Successful Tenderer (Contractor). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Successful Tenderer (Contractor). The Successful Tenderer (Contractor) shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Successful Tenderer (Contractor) and his hired personnel shall never under any circumstances whatsoever, be entitled to claim themselves to be the employees of DFCCIL.

16.0 FORCE MAJEURE:

16.1 For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party which makes agency's performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.

16.2 The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event(s) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract and has informed the other party as soon as possible about the occurrence of Force Majeure condition.

17.0 RESOLUTION OF DISPUTES AND ARBITRATION:

17.1 In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, shall be settled amicably through mutual negotiation by the parties. In case, there is no amicable settlement of disputes, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996.

17.2 Notwithstanding any disputes between the parties, the contractor shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out in accordance with the terms and conditions of the contract.

18.0 TERMINATION OF CONTRACT:

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

19.0 Jurisdiction of Courts:

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

20.0 Rights of DFCCIL:

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

21.0 IMPLEMENTATION OF INTEGRITY PACT:

- (a) To improve transparency and fairness in the tendering and contract management, DFCCIL has implemented the Integrity Pact.
- (b) Integrity Pact is to be signed by the successful bidder and the DFCCIL Officer Incharge in the format enclosed at the Annexure VIII.
- (c) The Integrity Pact shall commit the persons/officials on both sides, not to resort to any corrupt practices in any aspect/at any stage of the contract.

SECTION-5

SCOPE OF WORK

The Successful Tenderer(s) (Contractor(s)) shall provide commercially registered vehicles to DFCCIL with drivers in specified segments with proper documents and mandatory items (specified in Special Conditions of the Contract) for travel within the National Capital Region of Delhi (NCR Delhi) and outside NCR Delhi as and when required strictly as per the description, make, fuel etc. for Monthly Hiring and Daily Hiring basis as stated below:-

Segment No. 1

S. No.	Type of Vehicle	Description of Vehicle	Make	Fuel	Qty.	Estimated Cost Excluding GST For Monthly Hiring of Vehicles for a Period of Two Years (in Rs.)	Estimated Cost Excluding GST For Daily Hiring of Vehicles for a Period of Two Years (in Rs.)
1.	Premium	Toyota Corolla Altis/Skoda OCTAVIA/ Hyundai Elantra/ Hyundai Tucson /Honda Civic or any other equivalent model in prices.	Brand New AC Fitted	Petrol/ Diesel	01	21,99,679.08	NA
2.	Luxury	Honda City/ Hyundai Verna/ Maruti Suzuki Ciaz/Volkswagen Vento or equivalent model in prices.	Brand New AC Fitted	Petrol/ Diesel	05	70,88,218.052	1,70,220.24
3.	Spacious	Toyoto Innova Crysta/Mahindra XUV500/Renault Captur/Mahindra Scorpio/Renault Duster or equivalent model in prices.	Not earlier than Jan. 2017 AC Fitted	Diesel	01	13,41,777.12	29,00,567.04
TOTAL VEHICLES					07	1,06,29,674.25	30,70,787.28

Segment No. 2

S.No.	Type of Vehicle	Description of Vehicle	Make	Fuel	Qty.	Estimated Cost Excluding GST For Monthly Hiring of Vehicles for a Period of Two Years (in Rs.)	Estimated Cost Excluding GST For Daily Hiring of Vehicles for a Period of Two Years (in Rs.)
1.	Medium	Maruti Suzuki Dzire/ Honda Amaze/ Toyota Etios or equivalent model in prices.	Not earlier than Jan. 2017 AC Fitted	Diesel/ CNG/ Petrol	46	4,63,00,359.36	22,23,786.48

Segment No.3

S.No.	Type of Vehicle	Description of Vehicle	Make	Fuel	Qty.	Estimated Cost Excluding GST For Monthly Hiring of Vehicles for a Period of Two Years (in Rs.)	Estimated Cost Excluding GST For Daily Hiring of Vehicles for a Period of Two Years (in Rs.)
1.	Economy	Tata Indica / Maruti Suzuki Wagon R/ Hyundai Grand I10 Maruti Suzuki Swift/ Maruti Suzuki Celerio or equivalent model in prices.	Not earlier than Jan. 2017 AC Fitted.	Diesel/ CNG/ Petrol	22	1,83,84,674.88	6,01,026

Note:- The quantities shown against each segment are tentative and can increase/decrease as per the requirement of DFCCIL. No claim/compensation for non-operation of any segment shall be entertained by DFCCIL.

SECTION-6

SPECIAL CONDITIONS OF CONTRACT

1.0 RESPONSIBILITY OF SUCCESSFUL TENDERER (CONTRACTOR) (TRANSPORTER/TAXI OPERATOR/COMPANY/FIRM/AGENCY)

- 1.1 The contractor should supply vehicles registered with State Transport Authority/ Delhi/NCR as Tourist Taxi having vehicles with Registration No. **DL-1Y/DL-1N/DL-1Z/DL-1V** in Delhi or similar vehicles registered in other areas of NCR. DL-1V should be provided only in spacious category. The vehicles should fulfil the condition prescribed in Motor Vehicles Act'1988.
- 1.2 The contractor shall maintain offices at Delhi/NCR with adequate staff, telephone and fax facilities round the clock during the currency of contract.
- 1.3 In case of CNG vehicles, the vehicles provided should have company fitted CNG kit with proper entries in Registration Certificate.
- 1.4 The contractor shall provide Commercially Registered Vehicles on Monthly and Daily Hiring basis only. The vehicles shall be provided at DFCCIL Office premises at Delhi/NCR or at any other place intimated to the contractor for travel within & outside NCR area as and when required on a Monthly/Daily Hiring basis.
- 1.5 In case of vehicles leased on monthly basis or for daily/day to day basis for DFCCIL for Officers/Project Work, the residence of officer concerned/reporting place shall be taken as the starting and closing point for the purpose of counting time and mileage. DFCCIL will pay only for actual use from point to point in case of vehicles leased on monthly/daily basis and not for the dead mileage i.e. from/to garage running shall not be paid. No mileage will be claimed for drivers' lunch/breakfast or drawl of Petrol / Diesel /CNG etc.
- 1.6 The hiring charges on monthly basis will be for 2200 km and 312 hrs. with six days a week working.. For additional kilometers beyond 2200 km, hiring charges will be determined based on Rate per km (beyond 2200 km) of the Contract. The day of weekly rest will be determined by the Using Officer or by the Officer Incharge as the case may be.
- The Vehicle hiring on daily basis will be for 100 km and 12 hrs. For additional kilometers beyond 100 km, hiring charges will be determined based on Rate per km (beyond 100 km) of the Contract. The monthly/daily basis hired vehicles may also be used for out station journey (Outside NCR).
- 1.8 The contractor shall press into service only good quality cars with good interior, noiseless drive and in perfect running condition as per DFCCIL requirement. The car shall always be provided with decent upholstery, clean seat covers, and other basic fittings/ accessories for maximum comfort of passengers.

- 1.9 The contractor shall provide well-behaved drivers in proper uniform with valid driving license. The driver should also have some knowledge of car mechanism so that he could attend minor repairs and should be well conversant with roads and routes in Delhi/NCR area. All the cars shall have Toolbox, First Aid Box, Spares, Fire Extinguisher, Torch, Umbrella and Stepney etc.
- 1.10 The drivers must also observe all the etiquette, protocols and extend usual courtesy (like carrying office bags/files to and fro from vehicles etc.) while performing the duty. They must be neatly dressed, should wear proper uniform and must carry a Photo Identify Card provided by the Contractor apart from carrying mobile phone in working condition.
- 1.11 The vehicles sent to DFCCIL office/or at a nominated place on requisition by DFCCIL official must have all relevant documents like Registration Certificate (RC), Driving License, Insurance Cover, Road Tax Receipt, Permit, Pollution Certificate etc. The vehicle should be licensed and shall have valid permits for plying in NCR area such as Gurgaon, Noida, Greater Noida, Ghaziabad, Faridabad etc. All vehicles whether plying in the NCR area or outside NCR area, the vehicles shall conform to all Govt. Rules and Regulations in force from time to time which shall be ensured by the contractor. Monthly/Daily Hired Vehicles can be utilized to ply in outside NCR area. Only such vehicles shall be provided for plying in outside NCR area which are having necessary permits as per Govt. Rules and Regulations.
- 1.12 The driver shall abide by the rules laid down by Transport Authority or any Authority relevant to the subject and should always strictly follow the Traffic Rules and Regulations so as to ensure safety of the passenger(s)/others.
- 1.13 The contractor shall ensure compliance of all applicable laws such as Motor Vehicles Act 1988 and adhered to legal and labour provisions provided by Government of India which shall include Income Tax, Accidents, Employee State Insurance (ESI), Provident Fund, Minimum Wages Act, Contract Labour and Abolition Act etc.
- 1.14 No change of vehicle(s) or driver(s) will be allowed without the prior permission of DFCCIL.
- 1.15 In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor for housing of driver and parking of the vehicle(s) so that the same is available at short notice. The normal area of duty of the vehicle will cover the entire NCR region but at times, depending upon the requirement, vehicle may have to go to the Outside NCR Area including neighboring States (Haryana, Punjab, Uttar Pradesh and Rajasthan) as well.
- 1.16 In case of breakdown of the vehicle, the contractor shall provide the replacement (of same category) within a reasonable time failing which the touring executive(s) will be entitled to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.
- 1.17 All kinds of repair/maintenance costs, charges of fuels, oils, lubricants, mobile phone charges, fee towards licenses/registration, challans, salary/overtime of the driver,

insurance premium etc. are responsibility of the contractor and shall be borne by the contractor throughout the duration of the contract.

- 1.18 Parking charges, Toll Tax, DND charges, Passenger tax/Road Tax as applicable which are specifically related to and incurred in connection with a particular journey performed at the behest of the user shall be reimbursed as per actual by DFCCIL on certification by the user on submission of documentary proof. State Entry Tax if any for journey to NCR outside Delhi will also be reimbursed by DFCCIL.
- 1.19 The contractor shall provide a copy of all the necessary documents to DFCCIL, viz. copy of Registration Certificate (RC), Driving License, Insurance Cover, Road Tax Receipt, Permit, Pollution Certificate etc. at the time when a vehicle is leased on a Monthly/Daily basis. Any other relevant document relating to vehicle and its operation, are to be submitted as and when desired by DFCCIL.
- 1.20 The contractor shall ensure that only such adult drivers whose antecedents and character have been thoroughly verified including Police Verification are deployed for duty. The deployed drivers shall be in possession of the same while on duty.
- 1.21 The drivers shall abide by the rules laid down by Motor Licensing Authority and shall always strictly follow the Traffic rules and regulations so as to ensure safety of the passengers. Any challan/penalty imposed on the driver, or imposed due to any defect/deficiency in the vehicle, the same shall be borne by the Successful Tenderer (Contractor). In case of any accident, all the claims arising out of it, shall be met by the Successful Tenderer (Contractor).
- 1.22 Vehicles provided by the Contractor to DFCCIL shall use Diesel/Petrol/CNG only as specified against different categories with proper entries in Registration Certificate (RC) provided such type of vehicle (in terms of fuel) under specified category is permitted as per Govt. Rules and Regulations. If any vehicle provided to DFCCIL is found to be using any other fuel except the one declared, the Contract may be terminated besides invoking Contract Performance Guarantee and further action under the terms and conditions of the contract.
- 1.23 DFCCIL shall not entertain any claim arising out of mishap, if any, that may take place. The contractor shall be fully responsible for any loss or damage to the vehicle or occupants and shall be liable to pay full compensation for any injury or any other loss to passengers. DFCCIL shall neither be responsible nor liable to pay any compensation for injury/death caused to the operating staff in the event of any accident while on contractor's duty. In case of any third party claim against DFCCIL for any act of the employees of the contractor, the contractor shall act as guarantor and indemnify DFCCIL completely of all claims and expenses. The insurance cover shall be maintained by the contractor at its cost.
- 1.24 The vehicles leased to DFCCIL must be fully and comprehensively insured covering the risk to the drivers and all passengers. The insurance shall protect the contractor and DFCCIL against all risks, claims for loss, injuries, disability, disease and death of members of public including DFCCIL men, and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such vehicles.

- 1.25 No other person except Contractor's authorized representative shall be allowed into DFCCIL premises as per the requirement of the contract.
- 1.26 The Contractor shall be directly responsible for all disputes arising between him and his personnel and keep DFCCIL indemnified against all losses, damages and claims thereof.
- 1.27 The personnel engaged by the contractor shall be on the duty of the contractor and under no circumstances shall be deemed to be on the duty of DFCCIL. DFCCIL shall have no relationship of Master and Servant or Principal and Agent or nexus of any kind whatsoever with such staff deployed by the contractor. Such staff shall not be entitled to claim any right, privilege or benefit from DFCCIL and in the event of any such claim, the contractor undertakes to indemnify DFCCIL for any loss or damage, financial or otherwise.
- 1.28 The personnel engaged by the contractor shall be subject to security check by DFCCIL security staff while entering/leaving the premises. Such personnel shall have to abide by the instructions of the security staff and concerned officers of DFCCIL authorized in this behalf. Failure to faithfully follow instructions would be deemed non-compliance of tender conditions.
- 1.29 Contractor shall in no case lease/transfer/sublet or appoint caretaker for services.
- 1.30 The Contractor shall keep indemnified and hold harmless DFCCIL and its top management, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this agreement or arising from any breach or non-compliance whatsoever by the Contractor or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises.
- 1.31 VEHICLE REQUISITIONING, DUTY SLIP, LOG SHEET AND LOG BOOK:**
- (i) Booking of Vehicles given by Authorized DFCCIL Officials shall only be considered for purpose of payment. The Contractor shall maintain the Duty Slip for Daily Hiring of Vehicle and Log Book for Monthly Hiring of Vehicle for every Trip giving all the details viz. Vehicle No., Model Name, Make and Year of Manufacturing, Vehicle Type (Petrol/Diesel/CNG), Name and Designation of User, Date of Reporting, Time of Reporting, Place of Reporting, Starting km at the Place of Reporting, Date of Releasing of Vehicle, Place of Releasing, Time of Releasing (Closing), Closing km at the Place of Releasing etc.
- (ii) The Duty Slip/Log Sheet/Log Book duly filled in, should be got signed by the user. It should be ensured that there is no overwriting in the Duty Slip/Log Sheet/Log Book. Tampering with the contents of the Duty Slip/Log Sheet/Log Book would be viewed very seriously. In no case Duty Slip/Log Sheet/Log Book without signature will be accepted for payment unless specifically intimated in advance.

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

- 1.32 Successful Tenderer (Contractor) shall ensure complete compliance (in respect of the drivers engaged for DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour (Regulation and Abolition) Act, 1970, Employees' Provident Fund Act, ESI Act, Miscellaneous Provisions Act 1952 under Labour Laws, etc. and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Successful Tenderer (Contractor) would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance.
- 1.33 Wages to the drivers shall be provided as per Minimum Wages Act, 1948 and latest notification issued in this regard. In case of any statutory increases in the wages of Labour in accordance with the Minimum Wages notification issued by the appropriate authority under the Minimum Wages Act from time to time, payment of wages to the drivers deployed should be revised accordingly by the Successful Tenderer (Contractor).
- 1.34 The Successful Tenderer (Contractor) would comply with the statutory requirements; rules and regulations applicable to drivers engaged by him including vehicles deployed for DFCCIL Duty and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Successful Tenderer (Contractor) shall comply with all terms and conditions thereof strictly, and shall keep such registrations, licenses, and approvals and sanctions duly validated and/or renewed from time to time throughout the currency of this Contract.
- 1.35 Successful Tenderer (Contractor) shall not terminate the services of drivers deployed for DFCCIL unilaterally. In case, any driver is proposed to be replaced/terminated by the Successful Tenderer (Contractor), such action should be taken only with the approval of DFCCIL.
- 1.36 No relationship of employer and employee shall be entertained between the DFCCIL and the drivers engaged by the Successful Tenderer (Contractor).
- 1.37 Successful Tenderer (Contractor) alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Successful Tenderer (Contractor) for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Successful Tenderer (Contractor) and Successful Tenderer (Contractor) shall keep DFCCIL totally and completely indemnified against any such claim(s).

- 1.38 The Successful Tenderer (Contractor) shall maintain all registers and records required under various Acts/Statutory Provisions and also for execution of contract, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 1.39 Notwithstanding anything herein contained, the Successful Tenderer (Contractor) will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Successful Tenderer (Contractor) or of any persons deployed by it pursuant to the Contract.
- 1.40 Successful Tenderer (Contractor) shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Successful Tenderer (Contractor) to adhere to any statutory requirement, or to follow such rules, regulations, guidelines or procedures as may be required under any statute or directive.
- 1.41 The Drivers should be in proper Uniform with Name Badges and Photo Identity Cards. The Successful Tenderer (Contractor) will provide two sets of Uniform per year to each Driver as well as Photo Identity Card at its own cost. The Uniform of Drivers shall be as prescribed by the Regional Transport Authority (RTA)/Applicable Transport Authority for Commercial Vehicles.
- 1.42 In case, the Driver deployed by the Successful Tenderer (Contractor) is found to be suffering from any communicable disease or any disease which renders him unsuitable for the job he should be immediately replaced.
- 1.43 Successful Tenderer (Contractor) shall make actual disbursement of wages/salary to the Drivers through their Bank accounts. Successful Tenderer (Contractor) shall submit documentary proof for the same. Any dispute arising out of non-payment, short payment or delayed payment has to be settled by the Successful Tenderer (Contractor) and the Drivers engaged by him.
- 1.44 All the Vehicles provided by the Successful Tenderer (Contractor) shall be well equipped with GPS Device to enable tracking of these vehicles by the Successful Tenderer (Contractor).

2.0 OBLIGATION OF DFCCIL:

DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Successful Tenderer (Contractor) and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

3.0 SPECIFIC PAYMENT TERMS AND CONDITIONS:

- 3.1 Bills for the Hiring of Vehicles (Monthly and Daily hired) during a month complete in all respect shall be submitted before 15th of every month for the previous month to the DFCCIL.

Payment shall be made only on presentation of the bill of all the Vehicles alongwith Log-Sheets and Duty Slips (in original) duly verified by the concerned officer.

- 3.2 Parking charges, Toll Tax, DND charges, Passenger tax/Road tax as applicable which are specifically related to and incurred in connection with a particular journey performed at the behest of the user shall be reimbursed as per actual by DFCCIL on submission of original receipts duly signed/verified by users/officers. State Entry Tax if applicable for Journey to NCR outside Delhi will also be reimbursed by DFCCIL.
- 3.3 Deductions shall be made in terms of penalty clause against the bills pertaining to the days of unsatisfactory service and non-fulfillment of contract conditions, as reported by the user. The decision of DFCCIL shall be final in this regard.
- 3.4 Deduction towards income tax as applicable under Income Tax Act 1961 shall be made from all payments made to the contractor.
- 3.5 GST shall be paid as per applicability based on the documentary proof.
- 3.6 The contractor shall submit a monthly certificate that there has been no increase or decrease in the fuel prices of petrol, diesel, CNG by more than 10% during the period of usage vis-a-vis prices of fuel at the time of last revision of rates. A list of Petrol/CNG/Diesel driven vehicles shall also be furnished.
- 3.7 The contractor shall give consent in a mandate form for receipt of payment through ECS/RTGS/NEFT. Charges if any will be on account of the contractor. The contractor shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. and Bank and Branch Code as appearing on MICR cheque issued by the Bank.
- 3.8 It may be noted by the contractor that bills having cutting and over-writing in Duty Slips/Log Sheets shall not be entertained unless authenticated by the user.

4.0 QUANTITY VARIATION & PRICE VARIATION:

- 4.1 No guarantee can be given of any definite volume of work which will be entrusted to the contractor at the beginning or throughout the period of the contract. Quantities shown are tentative and may vary as per requirement of DFCCIL. If DFCCIL is not in a position to utilize all the vehicles provided, then it will be at the liberty to surrender the vehicles not required. Payment shall be made by DFCCIL as per the actual utilization of vehicles only.
- 4.2 DFCCIL shall be at the liberty to increase/decrease the number of vehicles required and the same shall be acceptable to the contractor.
- 4.3 Revision of the fare due to increase/decrease in the Petrol/Diesel/CNG prices shall be considered by DFCCIL if the increase/decrease announced by Govt. is 10% or more. In the event of increase/decrease in the price of fuel, the rates quoted will be proportionately increased/decreased by 1/4th of the percentage increase/decrease in the price of fuel. The

variation (increase/decrease) of fuel price will initially be compared with the price of fuel on the date of opening of the bids. Subsequently, updated/modified rates will be considered for comparison. For this purpose the Contractor has to furnish a list of petrol/diesel/CNG driven vehicles on a monthly basis to DFCCIL along with the bills. Contractor has to certify on monthly bill that there has been no decrease of 10% or more in the fuel prices during the period of the bill vis-à-vis prices of fuel at the time of last revision of rates.

- 4.4** The additional charges payable to the contractor per hour for usage of vehicle beyond 12 hrs. per day would be Rs.28/- per hr. for all segments of vehicles. Similarly, the additional charges payable to the contractor per hour for usage of vehicle beyond 100 km/12 hrs. for local duty would be Rs.28/- per hr. for all segments of vehicles. Thereafter, per hour rate mentioned in above para shall be increased by 5% every 12 Months over the previous 12 Months rate.
- 4.5** In case of vehicle hired on a monthly basis, is used for a part of the month, in such a case, total Km in that particular month for that particular vehicle shall be either actual Km or Km calculated on pro rata basis duly taking 2200 Km for the month whichever is higher.
- 4.6** In case of outstation (Outside NCR) journey, Rs. 300/- will be paid per outstation duty per vehicle for 12 hrs. The night charges for vehicle hired on monthly and day-to-day basis will be Rs. 150/- per night (Night hours will be counted from 2300 hrs. to 0600 hrs.).

5.0 PENALTY

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

S.No.	Description	Penalty
I	Vehicle provided by the contractor not a commercial vehicle (as mentioned in the Tender Document/Contract Agreement) on any particular occasion (Except for the situation where the commercial vehicle was provided for duty on that particular occasion but the same had to be replaced, for the particular day, by the contractor due to accident or any other emergency situation).	Rs. 5,000/- per Vehicle per Occasion.
II	Driver under the influence of Intoxicant/Drug/other Banned Substance.	Rs. 5,000/- per Occasion.
III	Faulty/Tempered Km Meter.	Rs. 5,000/- per Vehicle per Occasion.
IV	Vehicle not found clean or in perfect running condition with shining body, clean interior, good upholstery and neat and clean seat covers or without seat-covers or without adequate fuel while reporting.	Rs. 1,000/- per Vehicle per Occasion.

V	Non-functioning of Air-Conditioning/Heating as the case may be.	Rs. 1,000/- per Vehicle per Occasion.
VI	In case of delay/non-reporting of vehicle for duty or withdrawal of a vehicle without providing replacement.	Rs. 1,000/- per vehicle per day + non-payment of charges for the day.
VII	Driver not carrying relevant documents i.e. Driving License, RC, Insurance, Permit, Road Tax Receipt, Pollution Certificate etc. as applicable.	Rs. 1000/- per Vehicle per Occasion.
VIII	Non-availability of Tool Box, First Aid Box, Spares, Fire Extinguisher, Torch, Umbrella and Stepney etc. or Fire Extinguisher with expired date.	Rs. 1000/- per Vehicle per Occasion.
IX	Driver not in proper Uniform or without Photo Identity Card.	Rs. 500/- per Vehicle per Occasion.
X	Dis-Courteous/Undisciplined Behavior of the Driver.	Rs. 500/- per Vehicle per Occasion.
XI	Poor Performance of Driver including Non-Compliance of Traffic Rules and Regulations and Poor Knowledge of NCR Area.	Rs. 1000/- per Vehicle per Occasion.
XII	Non-Compliance of Terms and Conditions of Tender Document/Contract Agreement.	Rs. 500/- per Occasion subject to maximum of Rs. 1500 per day.

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

NOTE:

- (i) In case the vehicle does not report on time or is not found in perfect running condition, the vehicle would be returned for replacement or DFCCIL would hire a vehicle from other source and cost incurred by DFCCIL shall be deducted alongwith above penalty from the contractor.
- (ii) The Driver of hired vehicle shall not behave in any way which may tarnish the image of the DFCCIL. In case, 02 complaints are received against a particular driver, the contractor shall have to provide a replacement within 03 days and the errant Driver shall not be deployed with any of the vehicles under this contract. In case, it is found that such Driver is deployed with another officer, a penalty of Rs. 10,000/- will be imposed on the contractor.
- (iii) In case of recurrent violations of terms and conditions or due to continuous poor performance, the contract can be terminated as per termination clause with forfeiture of Security Deposit and Performance Guarantee. DFCCIL will not be responsible for losses/damages caused to the Contractor, consequent to the termination of Contract on account of non-performance or due to recurrent violations of terms and conditions.
- (iv) In case, one of the Empanelled Contractor (say A) is unable to provide the requisite no. of vehicles as awarded, or provides a part of it, the remaining no. of vehicles to be provided would be offered to the other Empanelled Contractor (say B) at the same rates of Empanelled Contractor (say A). In case, the other contractor is also not in a position to provide the additional quantity of vehicles, DFCCIL shall be at liberty to hire vehicle(s) from the market at risk and cost to the defaulting Contractor (A).

Format of Bank Guarantee for Performance Security

Bank Guarantee No.:.....

Dated:

To,

Dedicated Freight Corridor Corporation of India Limited
Metro Station Building Complex, 5th Floor,
Pragati Maidan, New Delhi.

Reference: Contract No....., awarded on

This deed of Guaranty made this day of _____ between _____ (name of Bank) having registered office at _____ and branch office at _____ (hereinafter referred to as "Bank") of the one part and

Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. _____ for construction of _____ (hereinafter called "the contract") to M/s _____ its registered office at _____ (hereinafter called "the Contractor").

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

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

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

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

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

We _____ (indicate the name of bank), to further 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 Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____ (Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

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

Provided always that we _____ (name of bank) unconditionally undertake to renew this guarantee or to extent the period of guarantee form year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we _____ (name of bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We _____(indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation 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 power exercisable by the Employer against the said contractor and to forbear of enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Contractor.

The expressions “the Employer”, the Ban” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

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

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. _____ (in words).

- ii) This Bank Guarantee shall be valid from to _____, unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before _____.

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

Bank Seal

Signature of Bank Authorize Official with seal

Name:

Designation:

Address:

Witness:

- 1. Name
Designation
Address

- 2. Name
Designation
Address

FORM OF AGREEMENT

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

Name of the work:

This agreement is made on the ---day of ----- between DFCCIL herein after called “the Employer” of the one part and M/s-----herein after called “the contractor” of the other part.

Whereas the Employer is desirous that the work of “Herein after called the “works” and has accepted a Tender by the contractor for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - a) Letter of Acceptance (LOA).
 - b) Notice Inviting Tender.
 - c) Check List for Documents to be submitted.
 - d) Instructions to Bidders.
 - e) General Conditions of Contract.
 - f) Scope of Work.
 - g) Special Conditions of Contract.
 - h) Financial Bid.
 - i) Corrigendum/Addendums if any.
 - j) Successful Tenderer’s Submittal.
 - k) All Tender Forms & Annexure.
 - l) The Bidder’s undertaking.
 - m) Documents to be submitted as per Check Sheet not covered in Successful Tenderer’s Submittal/Any Other Relevant Document.
3. In consideration of the payment to be made by the Employer to the Contractor as herein after mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by-----and remedy any defects therein in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein. The Contract price of Rs.-----being the sum stated in the Letter of Acceptance subject to such additions

thereto or deductions there from as may be made under the provisions of the contract at the times and in the manner prescribed by the contract.

5. OBLIGATION OF THE CONTRACTOR:

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

6. JURISDICTION OF COURT:

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

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

For and On Behalf of the Contractor

For and On Behalf of the Employer

Signature of the Authorized Official

Signature of the Authorized Official

Name of the Official

Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the Said

By the Said

.....Name

.....Name

.....

.....

On Behalf of the Contractor in the

On Behalf of the Contractor in the

Presence of

Presence of

Witness.....

Witness.....

Name.....

Name.....

Address.....

Address.....

Note:

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

***TO BE DELETED IF NOT APPLICABLE

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

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

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

3. Registered/Branch Office in India. _____

Address on which correspondence regarding this tender should be done.

4. Constitution of Transporter/Taxi Operator/Company/Firm/Agency (Give full details including Name of Partners/Executives/Power of Attorney/Holders etc.) Documentary Evidence to be attached.

5. Particulars of Registration with Government.

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

M/s..... has provided Hiring of Vehicle Services to this Department/Organization.

The details are as under:-

1. Name of work/service :
2. Agreement/contract number :
3. Nature of Service provided :
4. Date of start of Service/work :
5. Date of completion of Service/
Work as per contract :
6. Actual date of completion of work
/Service :
7. Total value of work/Service during the contract period (if completed):
8. In case of ongoing work/service, please indicate the payment made to the contractor for F.Y. 2015-16, 2016-17, 2017-18 and from April 2018 till Date.
9. Performance of the Contractor _____.

DETAIL OF CONTRACTUAL PAYMENT RECEIVED IN LAST THREE FINANCIAL YEARS AND CURRENT FINANCIAL YEAR

S. No.	FINANCIAL YEAR	TOTAL TURNOVER in Rs.
1	2015-16	
2	2016-17	
3	2017-18	
4	2018-19 (April 2018 till Date)	
	TOTAL	

- For Financial Years 2015-16, 2016-17 and 2017-18, Copies of the Audited Balance Sheet may please be attached.
- For 2018-19 (April 2018 till Date), Un-Audited Results of Turnover of the Transporters/Taxi Operators/Companies/Firms/Agencies may be submitted Certified by the Chartered Accountant

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

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

Signature of Proprietor/Director/Partner

With official stamp.

Declaration for DFCCIL

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

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

Signature of the Authorized Person _____

Name of the Authorized Person _____

Designation _____

Name of the Transporter/Taxi Operator/Company/Firm/Agency _____

PRE-CONTRACT INTEGRITY PACT

General

This Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2018, between, on the hand, the DFCCIL acting through Shri _____ (Designation of the officer), (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (Designation/Chief Executive Officer) (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the CLIENT proposes to procure Hiring of Vehicles and the Contractor is willing to offer/has offered for stores or works.

WHEREAS the Contractor is a Private Company/Public Company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the CLIENT to obtain the desired said Hiring of Vehicles Contract 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 Hiring of Vehicles Contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by 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 CLIENT

1.1 CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with Hiring of Vehicles 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 Contractor either for themselves or any person, organization or third party related to the Hiring of Vehicles

Contract, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Hiring of Vehicle Contract.

- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDERS which could afford an advantage to that particular Contractor in comparison to other BIDDERS.
- 1.3 All the officials of the CLIENT will report to the appropriate Government/PSU office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

3. In case any such preceding misconduct on the part of such official(s) reported by the Contractor to the CLIENT with full and verifiable facts and the same is prime facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the Hiring of Vehicles Contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the Hiring of Vehicles Contract would not be stalled.

3 Commitments of BIDDERS

The Hiring of Vehicles Agency (Contractor) 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 Hiring of Vehicles Contract or in furtherance to secure it and in particular committee itself to the following:-

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

- 3.3* Contractor shall disclose the name and address of agents and representatives and Indian Contractor shall disclose their foreign principals or associates.
- 3.4* Contractor shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 Contractor further confirms and declares to the CLIENT that the Contractor is the authorized Government/PSU sponsored agency and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or nay of its functionaries, whether officially or unofficially to the award of the Hiring of Vehicles Contract to the Contractor nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Contractor either while presenting the bid or during pre-contract negotiations or before signing the Hiring of Vehicles Contract shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the Hiring of Vehicles Contract and the details of services agreed upon for such payments.
- 3.7 The Contractor will not collude with other parties interested in the Hiring of Vehicles Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Hiring of Vehicles Contract.
- 3.8 The Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Contractor shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Contractor or any employee of the Contractor or any person acting on behalf of the Contractor, either or indirectly, is a relative of any of the officials of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the Contractor at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The Contractor 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 CLIENT.

4. **Previous Transaction**

4.1 The Contractor 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 here under or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDERS' exclusion from the tender process.

4.2 The Contractor agrees that if it makes incorrect statement on this subject, Contractor can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Security Deposit**

5.1 Validity of Security Deposit shall be as per terms and conditions of the contract.

5.2 In case of the successful contractor a clause would also be incorporated in the Article pertaining to Security Deposit in the Hiring of Vehicles Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Security Deposit in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.3 No interest shall be payable by the CLIENT to the Contractor on Security Deposit for the period of its currency.

6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the Contractor or any one employed by it or acting on its behalf (with or without the knowledge of the Hiring of Vehicles Agency) shall entitle the CLIENT to take all or any one of the following actions, wherever required:-

i. The Security Deposit (after the Hiring of Vehicle Contract is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.

ii. To immediately cancel the Hiring of Vehicle Contract, if already signed, without giving any compensation to the Contractor.

iii. To recover all sums already paid by the CLIENT, and in cases of an Indian Contractor with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Contractor from the country other than India To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Contractor. However, the proceedings with the other BIDDERS would continue.

iv. With interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Contractor from the CLIENT in connection with any other Hiring of Vehicle

Contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Contractor, in order to recover the payments, already made by the CLIENT, along with interest.
 - vi. To cancel all or any other Contracts with the Contractor. The Contractor shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the Contractor.
 - vii. To debar the Contractor 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 CLIENT.
 - viii. To recover all sums paid in violation of this Pact by Contractor to any middleman or agent or broker with a view to securing Hiring of Vehicles Contract the contract.
 - ix. In case where irrevocable Letters of Credit have been received in respect of any Hiring of Vehicles Contract signed by the CLIENT with the Contractor, the same shall not be opened.
 - x. Deleted
- 6.2 The CLIENT 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 Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Contractor, if an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provision of this Pact has been committed by the Contractor shall be final and conclusive on this Hiring of Vehicles Contract. However, the Contractor can approach the Independent Monitors(s) appointed for the purpose of this Pact.

7. Fall Clause

- 7.1 The Contractor undertakes that it has not supplied/is not supplying similar service at a rate (Service Charge) lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar services was supplied by the Contractor to any other Ministry/ Department of the Government of India or a PSU at a lower rate (Service Charge), then that very rate, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Contractor to the CLIENT, if the Hiring of Vehicles Contract has already been concluded.

8. Independent Monitors

- 8.1 The CLIENT may appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultant with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 8.3 The Monitors shall not be subject to instructions by the 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 Monitors notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The Contractor 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 Subcontractors. The Monitor shall be under contractual obligation to treat the information and document of the Contractor with confidentiality.
- 8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Contractor and the Contractor 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 CLIENT.

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 from the date of its signing and extend upto 5 years or the complete execution of the Hiring of Vehicles Contract to the satisfaction of both the CLIENT and the Contractor, including warranty period, whichever is later. In case Contractor is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the Hiring of Vehicle Services Contract.
- 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 _____

CLIENT

Name of the Officer

Designation

Dept./Ministry/PSU

BIDDER

(Service Provider)

Witness

1. _____

2. _____

Witness

1. _____

2. _____

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

1.1 Number of Vehicles Owned (Segment Wise):

Segment	Type of Vehicle	Number of Vehicles
Segment 1	Premium	
	Luxury	
	Spacious	
Segment 2	Medium	
Segment 3	Economy	

1.2 Details of Vehicles Owned (Segment-Wise) (Alongwith Copy of Registration Certificate (RC), Insurance, Fitness Certificate and Permit for Each Vehicle):

Segment_____ (1/2/3) Type of Vehicle_____ (Premium, Luxury, Spacious)
(Medium) (Economy)

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

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

Signed
Name of the Authorized Signatory

In the capacity of
Duly authorized to sign offers for
and on behalf of
Bidder's Name.....

SECTION-7
FINANCIAL BID

1.0 SCHEDULE OF RATES AND QUANTITIES:

1.1 SCHEDULE OF RATES AND QUANTITIES (SEGMENT-1)

		MONTHLY HIRING OF VEHICLES				DAILY HIRING OF VEHICLES		
S. No.	Type of Vehicle	Estimated Monthly Rate per Vehicle for 2200 Km/ 312 hrs. Excluding GST (In Rs.)	Estimated No. of Vehicles per Month	Estimated Monthly Rate per Km per Vehicle for Additional Km Beyond 2200 Km Excluding GST (In Rs.)	Total Estimated Cost for Monthly Hiring of Vehicles for 2 Years Excluding GST (In Rs.)	Estimated Daily Rate per Day per Vehicle (100km/ 12hrs) Excluding GST (In Rs.)	Estimated Daily Rate per Day per Vehicle for Additional Km beyond 100 Km Excluding GST (In Rs.)	Total Estimated Cost for Daily Hiring of Vehicles for 2 years Excluding GST (In Rs.)
1	2	3	4	5	6	7	8	9
A.	Premium	60722.28	1	20.43	2199679.08	NA	NA	NA
B.	Luxury	53,965.39	5	17.67	7088218.052	2,247.51	17.67	170220.24
C.	Spacious	53,327.80	1	16.86	1341777.12	2,153.47	16.86	2900567.04
	Total		7		10629674.25			3070787.28
Total Estimated Cost for Monthly and Daily Hiring of Vehicles for Segment-1 Excluding GST								1,37,00,461.53 (Say 1,37,00,462)
Single Percentage Above/At Par/Below of the Total Estimated Cost for Monthly and Daily Hiring of Vehicles for Segment-1 Excluding GST								_____% (In Figures)
Single Percentage Above/At Par/Below of the Total Estimated Cost for Monthly and Daily Hiring of Vehicles for Segment-1 Excluding GST								_____% (In Words)
NOTE: The Percentage quoted by the Bidder shall be applicable on Rates mentioned in the above column no. 3, 5, 7 and 8. Number of Vehicles as indicated above is only tentative and may vary as per the requirement.								

Note:-

- The Additional Charges per Hour for usage of vehicle beyond 12 hrs. per day is given in Clause 4.4 of Section-6, Special Conditions of Contract of this Tender Document.
- Rates will be subject to Price variation clause as mentioned in in Clause 4.0 of Section-6, Special Conditions of Contract of this Tender Document.
- The description of vehicle i.e. make, type of fuel, model etc. is given in Section-5 "Scope of Work".
- Above rates are exclusive of GST. GST shall be paid as per applicability based on the documentary proof.
- Premium vehicles on daily hiring basis are not required. Therefore, daily hiring rates are not indicated.
- Vehicles can also be booked on Holidays/Sundays.
- Bidder is required to quote percentage for Segment-1 as mentioned above in the given format of excel sheets on website www.tenderwizard.com/dfccil. Only Percentage quoted Online shall be considered for Tender Evaluation.

Signature & Stamp of the Bidder.

1.2 SCHEDULE OF RATES AND QUANTITIES (SEGMENT-2)

S. No.	Type of Vehicle	MONTHLY HIRING OF VEHICLES				DAILY HIRING OF VEHICLES		
		Estimated Monthly Rate per Vehicle for 2200 Km/ 312 hrs. Excluding GST (In Rs.)	Estimated No. of Vehicles per Month	Estimated Monthly Rate per Km per Vehicle for Additional Km Beyond 2200 Km Excluding GST (In Rs.)	Total Estimated Cost for Monthly Hiring of Vehicles for 2 Years Excluding GST (In Rs.)	Estimated Daily Rate per Day per Vehicle (100km/ 12hrs) Excluding GST (In Rs.)	Estimated Daily Rate per Day per Vehicle for Additional Km beyond 100 Km Excluding GST (In Rs.)	Total Estimated Cost for Daily Hiring of Vehicles for 2 years Excluding GST (In Rs.)
1	2	3	4	5	6	7	8	9
A.	Medium	41,309.54	46	13.35	46300359.36	1,868.32	13.35	2223786.48
Total Estimated Cost for Monthly and Daily Hiring of Vehicles for Segment-2 Excluding GST								48524145.84 (Say 4,85,24,146)
Single Percentage Above/At Par/Below of the Total Estimated Cost for Monthly and Daily Hiring of Vehicles for Segment-2 Excluding GST								_____% (In Figures)
Single Percentage Above/At Par/Below of the Total Estimated Cost for Monthly and Daily Hiring of Vehicles for Segment-2 Excluding GST								_____% (In Words)
NOTE: The Percentage quoted by the Bidder shall be applicable on Rates mentioned in the above column no. 3, 5, 7 and 8. Number of Vehicles as indicated above is only tentative and may vary as per the requirement.								

Note:-

1. The Additional Charges per Hour for usage of vehicle beyond 12 hrs. per day is given in Clause 4.4 of Section-6, Special Conditions of Contract of this Tender Document.
2. Rates will be subject to Price variation clause as mentioned in in Clause 4.0 of Section-6, Special Conditions of Contract of this Tender Document.
3. The description of vehicle i.e. make, type of fuel, model etc. is given in Section-5 "Scope of Work".
4. Above rates are exclusive of GST. GST shall be paid as per applicability based on the documentary proof.
5. Vehicles can also be booked on Holidays/Sundays.
6. Bidder is required to quote percentage for Segment-1 as mentioned above in the given format of excel sheets on website www.tenderwizard.com/dfccil. Only Percentage quoted Online shall be considered for Tender Evaluation.

Signature & Stamp of the Bidder.

1.3 SCHEDULE OF RATES AND QUANTITIES (SEGMENT-3)

S. No.	Type of Vehicle	MONTHLY HIRING OF VEHICLES				DAILY HIRING OF VEHICLES		
		Estimated Monthly Rate per Vehicle for 2200 Km/ 312 hrs. Excluding GST (In Rs.)	Estimated No. of Vehicles per Month	Estimated Monthly Rate per Km per Vehicle for Additional Km Beyond 2200 Km Excluding GST (In Rs.)	Total Estimated Cost for Monthly Hiring of Vehicles for 2 Years Excluding GST (In Rs.)	Estimated Daily Rate per Day per Vehicle (100km/ 12hrs) Excluding GST (In Rs.)	Estimated Daily Rate per Day per Vehicle for Additional Km beyond 100 Km Excluding GST (In Rs.)	Total Estimated Cost for Daily Hiring of Vehicles for 2 years Excluding GST (In Rs.)
1	2	3	4	5	6	7	8	9
A.	Economy	34,801.95	22	11.33	18384674.88	1,520.56	11.33	601026
Total Estimated Cost for Monthly and Daily Hiring of Vehicles for Segment-3 Excluding GST								18985700.88
Single Percentage Above/At Par/Below of the Total Estimated Cost for Monthly and Daily Hiring of Vehicles for Segment-3 Excluding GST								_____ % (In Figures)
Single Percentage Above/At Par/Below of the Total Estimated Cost for Monthly and Daily Hiring of Vehicles for Segment-3 Excluding GST								_____ % (In Words)
NOTE: The Percentage quoted by the Bidder shall be applicable on Rates mentioned in the above column no. 3, 5, 7 and 8. Number of Vehicles as indicated above is only tentative and may vary as per the requirement.								

Notes:-

1. The Additional Charges per Hour for usage of vehicle beyond 12 hrs. per day is given in Clause 4.4 of Section-6, Special Conditions of Contract of this Tender Document.
2. Rates will be subject to Price variation clause as mentioned in in Clause 4.0 of Section-6, Special Conditions of Contract of this Tender Document.
3. The description of vehicle i.e. make, type of fuel, model etc. is given in Section-5 "Scope of Work".
4. Above rates are exclusive of GST. GST shall be paid as per applicability based on the documentary proof.
5. Vehicles can also be booked on Holidays/Sundays.
6. Bidder is required to quote percentage for Segment-1 as mentioned above in the given format of excel sheets on website www.tenderwizard.com/dfccil. Only Percentage quoted Online shall be considered for Tender Evaluation.

Signature & Stamp of the Bidder.

-----End of the Tender Document-----