

Tender No. "DFCC/BRC/Vehicle Hiring/2017-18/04"



डेडीकेटेड फ्रेट कोरीडोर

डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.

Dedicated Freight Corridor Corporation of India Ltd.

(भारत सरकार का उपक्रम)

(A Government of India Enterprise),

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

Channi Jakat Naka, Vadodara – 390 002

E - TENDER DOCUMENT

Tender No.: Tender No. "DFCC/BRC/Vehicle Hiring/2017-18/04".

NAME OF WORK: Hiring of Seven number of SUV type field Vehicles i.e. Tavera or similar model in price (Three Vehicles will be based at Vadodara, Two vehicles will be based at Bharuch and Two vehicles will be based at Surat) hiring for Twenty Four months for the use under the jurisdiction of CPM/Vadodara.

Approximate cost of work	: Rs. 71,59,544.00
Earnest money	: Rs. 1,44,000.00
Tender Fee	: Rs. 5,250.00 (including 5% G.VAT i.e. Rs.250.00)
Completion period	: (Twenty Four months)
Tender closing date and time	: 22.06.2017 at 15:00 hours
Tender opening date and time	: 22.06.2017 at 15:30 hours

NOTE TRANSFERABLE

Issued by : Chief Project Manager,
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED;
4th Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.,
Office) Channi Jakat Naka, Vadodara – 390 002

Issued to : M/s

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Dedicated Freight Corridor Corporation of India Ltd.

(भारत सरकार का उपक्रम)

(A Government of India Enterprise)

4th Floor, A Block, Narmada Nahar Bhavun

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

To,
Chief Project Manager
DFCCIL,
Vadodara

Forwarding letter by E-Tenderer

Tender No.: "DFCC/BRC/Vehicle hiring/2017-18/04"

NAME OF WORK: : Hiring of Seven number of SUV type field Vehicles i.e. Tavera or similar model in price (Three Vehicles will be based at Vadodara, Two vehicles will be based at Bharuch and Two vehicles will be based at Surat) hiring for Twenty Four months for the use under the jurisdiction of CPM/Vadodara.

1. I/We have read the various condition of tender attached hereto and hereby I/We agree to abide by the said conditions. I/we also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our '**Earnest Money**'. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General condition of the contract and to carry out the work according to special conditions as laid down by the DFCCIL Administration for the execution of present contract.

2. A sum of Rs. 1,44,000.00 (Rupees One Lakh Forty Four Thousand Only) has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:

(i) I/We do not execute the contract agreement within **7 days** of issue of the acceptance letter by the DFCCIL Administration that such documents are ready.

OR

(ii) I/We do not commence the work within **15 days** after receipt of orders to that effect.

3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

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

NOTICE INVITING E-TENDER

Tender No. **No. DFCC/BRC/Vehicle Hiring/2017-18/04**

Sealed tender are invited by the Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited Vadodara. On behalf of THE PRESIDENT OF INDIA from established and reputed contractors for the work as under

1	Tender No.	No. DFCC/BRC/Vehicle Hiring/2017-18/04
2	Name of work	Name of Work :- Hiring of Seven number of SUV type field Vehicles i.e. Tavera or similar model in price (Three Vehicles will be based at Vadodara, Two vehicles will be based at Bharuch and Two vehicles will be based at Surat) hiring for Twenty Four months for the use under the jurisdiction of CPM/Vadodara.
3	Duration of Contract	Twenty Four Months
4	Estimated Cost of work	Rs. 71,59,544.00
5	Type of BID	Single packet open e-Tender
6	Tender Fee	Rs. 5,250.00 (including 5% G.VAT i.e. Rs.250.00)
7	EMD	Rs. 1,44,000.00
8	Availability of Bid documents from	From 10:00 Hrs of 20.05.2017
9	Download bid document up to	14.30 hrs of 22.06.2017
10	Last date & time of online submission of Bid	Upto 15.00. hrs. On 22.06.2017
11	Date & time of online Opening of bid	15.30 hrs. On 22.06.2017
12	Validity of offer	90 (Ninety) days from the opening of tender
13	Address of Communication	Office of The Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited, 4th Floor, A Block,Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.Office), Channi Jakat Naka, Vadodara-390002

Tender No. "DFCC/BRC/Vehicle Hiring/2017-18/04

2. Tender documents should be downloaded from the above website address www.tenderwizard.com/DFCCIL up to 14.30 hrs of 22.06.2017, Rs. 5,250.00 (including 5% G.VAT i.e. Rs.250.00) towards tender fee & Rs.1,44,000.00 towards EMD in the form of Demand Draft, Banker's Cheque, Pay Order, FDR in favor of Dedicated Freight Corridor Corporation of India Limited, Payable at Vadodara. issued by any Nationalized / Scheduled Bank to be deposited in the tender box kept in DFCCIL unit office Vadodara as per address given in Bid documents before the scheduled date and time of submission of the tender otherwise the Bid will not be considered/ shall be summarily rejected.

The tender documents are also available from company's website www.dfccil.gov.in

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

Note :- Any further Addendum's/Corrigendum for this tender will be posted in DFCCIL website www.tenderwizard.com/DFCCIL only tendering portal website only. Interested bidders are advised to check website for any Addendum's / Corrigendum

SECTION : 1

Instruction to bidders for Online bidding

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

Instructions:-

1. Online Bidding Methodology:

Online Bid System

2. Broad outline of activities from Bidders perspective:-

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

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

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

Note2:- **while uploading the documents it should be ensured that the file name should be the**

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name of the document itself.

3. Digital Certificate:

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

4. Registration:

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

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

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

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

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

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

DFCCIL Contact -2	
DFCCIL Contact Person	Shri Alok Gupta
Telephone / Mobile No.	8511131548
E - mail ID	alokpgupta@dfcc.co.in

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7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION AS PER BID:-

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

7.1 The tenderer shall drop the Original DD of Bid Security (EMD) and Cost of Tender Document have to be submitted in the tender box in DFCCIL office, Vadodara in the form of Demand Draft, Banker's Cheque, FDR, Pay Order as per address given in Bid documents before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. The tender processing fees as per applicable rate payable through the e - payment gateways to ITI limited is Non refundable.

7.2 Tender documents (s) in original, duly filled in and signed by bidder or his Authorize representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.

7.3 Copy of PAN card

7.4 The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.

7.5 In case of proprietorship firm bidder will submit and affidavit, attested by Notary Public that "I am a sole proprietor of the firm _____" in case of _____ proprietorship firm on Non judicial stamp paper of Rs.100.00.

7.6 Bidder's profile duly filled in, as per Section -III of tender document .

7.7 Power of Attorney

7.8 Article of association and memorandum in case of private/public limited company.

7.9 Copy of E.P.F. registration.

7.10 Copy of ESI Certificate.

7.11 Copy of service tax registration no.

7.12 Certificate for non near relative in DFCCIL.

Note :-Any discrepancy found in the downloaded tender document submitted by the bidder compared to uploaded tender document, the tender document uploaded by the DFCCIL will be treated as valid and any changes(found in the tender document submitted by the bidder) at any stage, will be treated as fraud done to the DFCCIL, and will be liable to cancellation of agreement done (if any) and appropriate action will be taken against the bidder.

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.

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4. Submit your bids well in advance of tender submission deadline on ETS (DFCCIL should not be responsible any problem arising out of internet connectivity issues).

Method for submission of bid documents

In this TENDER the bidder has to participate in e-bidding online. Some documents are to be submitted physically offline mentioned below:

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

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

9.0 Price schedule

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

- i) Down load price schedule part
- ii) Fill rates in down loaded price schedule
- iii) Save filled copy of downloaded price schedule file in your computer and remember its Name & location for uploading correct file (duly filled in) when required.
- iv) Tenderer(S) should download xls' file, quote their rates in the applicable field and save it. Tenderer(S) can upload the filled up xls' file and upload without any change.

Other instructions

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

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

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Invitation for Bids (IFB)
Dear Sir,

SECTION: 2

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Chief Project Manager, DFCCIL , Vadodara, for and on behalf of DFCCIL, invite in single Packets Open E- Tender system, from the tendering firms for hiring of vehicles.

2.0 Key Details of the Tender are as Under:

Sr.No.	Tender No.	No. DFCC/BRC/Vehicle Hiring/2017-18/04
1	Name of work	Name of Work :- Hiring of Seven number of SUV type field Vehicles i.e. Tavera or similar model in price (Three Vehicles will be based at Vadodara, Two vehicles will be based at Bharuch and Two vehicles will be based at Surat) hiring for Twenty Four months for the use under the jurisdiction of CPM/Vadodara.
2	Estimated Cost of work	Rs.71,59,544.00
3	Completion Period	Twenty Four Months
4	Cost of Tender Document	Rs. 5,250.00 (including 5% G.VAT i.e. Rs.250.00)
5	Availability of Tender document	From 10:00 Hrs of 20.05.2017
6	Type of BID	Single packet open e-Tender
7	Bid deposit / EMD	Rs.1,44,000.00
8	Last date & time of online Submission of tender	Upto 15.00. hrs. On 22.06.2017
9	Date & time of online Opening of bid	15.30 hrs. On 22.06.2017
10	Validity of offer	90 (Ninety) days from the opening of tender
11	Address of communication up to 31.08.2016	Office of The Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited, 4th Floor, A Block,Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd.Office), Channi Jakat Naka, Vadodara-390002

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2.1 SCOPE OF WORK

2.1.1 The contractor will be required to provide stipulated quantities of specified field vehicles for stipulated time duration in perfect condition with drivers to DFCCIL on hiring basis.

2.2.2 The tender fee / EMD as per tender document is to be submitted separately in the Tender box kept in the Office of The Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited, 4th Floor, A Block, Narmada Nahar Bhavan (Sardar Sarovar Narmada Nigam Ltd. Office), Channi Jakat Naka, Vadodara-390002 .

2.2.3 Tender documents are also available on the official web site of DFCCIL i.e. www.dfccil.gov.in for viewing only.

Tender No. "DFCC/BRC/Vehicle Hiring/2017-18/04

Information and Instruction to Tenderer(S)

SECTION: 3

3.1 INFORMATION

- 3.1.1 E-Tender has been invited under 'Single Packet' system.
- 3.1.2 The Tenderer(S) can download the Bid document online from the website address www.tenderwizard.com/DFCCIL as per the timings mentioned in Section- 2 of the bid document.
- 3.1.3 Tender documents are also available on the official web site i.e. www.dfccil.gov.in.
- 3.1.4 The tender fee /EMD as per tender document is to be deposited in the tender box kept in DFCCIL unit office Vadodara, as per address given in Bid documents before the scheduled date and time of submission of the tender otherwise the Bid will not be considered/ shall be summarily rejected.
- 3.1.5 The entire bid document shall be scan & uploaded online on the website. The hard copy of those pages should be scanned after signed and stamped. Tender document shall be accompanied the copy of Bid deposit in proper form, document about the status of the firm such as Partnership deed etc., power of Attorneys; documents in support of the of the Tenderer(S)/all the documents mentioned in Annexure IV.
- 3.1.6 All Tenders shall be uploaded in accordance with the instructions contained in these documents (hereinafter called as tender documents). Non - Compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- 3.1.7 A firm should submit only one offer against the E-Tender. In case, a firm submits more than one Tender, such firm will be disqualified.
- 3.1.8 In preparing the Proposal, Tenderer(S) are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Tenderer(S) and will result in rejection of the proposal submitted by the Tenderer(S).
- 3.1.9 If the Tenderer(S) deliberately gives/give wrong information in his / their tender or creates circumstance for the acceptance of this / their tender, the DFCCIL reserves the right to reject such tender at any stage.
- 3.1.10 The proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(S) the Proposals.
- 3.1.11 While quoting the online rates in bid sheet provided on website www.tenderwizard.com/DFCCIL Tenderer(S) are expected to take into account the requirements and conditions of the tender documents.
- 3.1.12 A master copy of the documents downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the Tenderer(S). The offer received shall be deemed to

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have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also prepared on the basis of master document kept in the office of tender inviting authority.

- 3.1.13 The Tenderer(S) downloading the documents from internet must keep themselves updated through the website from which the tender documents is downloaded regarding corrigendum, if any, to the notice inviting tender or the tender documents, which shall be uploaded in the same website only. The offers received without such corrigendaum published shall be liable to be rejected.
- 3.1.14 Any willful charges/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/award of tender or after award of work and the same may result in penal action such as termination of contract, banning of further business with the defaulting Tenderer(S) are liable to be prosecuted for the same as per law.

3.2 SUBMISSION OF TENDER

- 3.2.1 All Tenders shall be submitted online.
- 3.2.2 Venue of submission of tender :- No tender will be accepted/received offline or in office.
- 3.2.3 The mandatory seal & signed of all pages should be submitted online not later than date and timings mentioned as per Notice Inviting E-Tender / Invitation for Bids (IFB) Section - 2 of the tender document.
- 3.2.4 The box kept for deposit Bid Deposit & Bid security will be sealed on the date and timing mentioned as in NIT para 2.2.2 of Section-2 of the tender document.
- 3.2.5 Any tender and Bid security and Bid Deposit received late are liable to be rejected summarily.

3.3 TENDER OPENING

- 3.3.1 Date and time of online opening of the tender :- As indicated in Sr. No. 09 of Section-2 of the tender document.
- 3.3.2 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever.
- 3.3.3 If the date of opening is declared as holiday then the tender shall be accepted up to 15.00 hrs. of the next working day and the same will be opened at 15.30 hrs. on the same day i.e. ,next working day.
- 3.3.4 On the date specified in the tender notice, the rates of all Tenderer(S) will be available Online.

3.4 GENERAL INFORMATION

- 3.4.1 Tender document is non-transferable. Tenders received from Tenderer(S) in whose name documents have been uploaded/offered shall only be considered.

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- 3.4.2 No extension in the Tender due date shall be Considered on account of internet speed or any technical fault.
- 3.4.3 Online Issuance of tender document does not automatically means that such parties are considered qualified.
- 3.4.4 The agency selected will be awarded the work for the period specified vide item No.3.10.2 of Section - 3 of the tender documents.
- 3.4.5 DFCCIL reserve the right to modified, expend, restrict, scrap, re-float the tender without assigning any reason.

3.5 VALIDITY OF PROPOSAL

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

3.6 TENDER FEE

- 3.6.1 **The original Pay Orders/Demand Drafts/Banker's Cheque /FDR against EMD and Tender Fees from any Nationalized Bank or a Scheduled Bank in favor of Dedicated Freight Corridor Corporation of India Limited payable at Vadodara to be deposited in the tender box kept in DFCCIL office** as per address given in Bid documents before the scheduled date and time of submission of the tender. The scanned copy of the same (as specified in Section-3 para 3.1.6 of the tender document) is to be uploaded online.
- 3.6.2 As the documents downloaded from internet, cost of tender from as specified in Section-2 of the tender document shall be submitted separately in DFCCIL, Vadodara office as per address given in Bid documents (Section 2 Sr. No.2.2.2)
- 3.6.3 Offers without valid Tender Fee /EMD will be summarily rejected.
- 3.6.4 Tender processing fees as per applicable rates to ITI limited, Payable through the e-payment gateways which is non refundable as per NIT

3.7 BID DEPOSIT

- 3.7.1 The tender will not be entertained if a sum specified in IFB as per Sr. No.4 &7 of Section 2 of the tender documents as bid deposited in the form of Pay Orders, Demand Drafts, Banker's Cheque /FDR from any Nationalized Bank or a Scheduled Bank. Earnest Money shall be in favor of DFCCIL payable at Vadodara and duly discharged after affixing the revenue stamp on reverse side of the receipt and duly signed on it and drooped in the box kept in DFCCIL office as per address given as specified in IFB documents (Section 2 Sr. No.11).
- 3.7.2 The tenders without valid Tender fee /EMD shall be summarily rejected.
- 3.7.3 If the tender is accepted, the amount of Bid deposit will be retained as Retention Money for the due and faithful fulfillment of the contract. This amount of retention Money shall be

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forfeited if the Tenderer(S)/Contractor(S) fail to execute the Agreements Bond within 07 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the ordered to that effect.

- 3.7.4 The Bid deposit of all unsuccessful Tenderer(S) expects that of the successful Tenderer(S) will be discharged/returned after the award of the contract. The Bid deposit of successful Tenderer(S) will be adjusted against the Retention Money amount. No interest will be paid by DFCCIL on the above Bid deposit amount.

3.8 FIRM DETAILS, SIGNATURE OF TENDERS & DOCUMENTARY PROOF

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

- 3.9.2 The tender shall be signed by the individual or individuals legally authorized to enter in to commencement on behalf of the tenderer (s). Any individual or individuals signing the tender documents or other documents connected their with should specified whether he is signing.

- a) As a Sole Proprietor of the firm Attorney of the Sole Proprietor; or
- b) As a Partner of Partners of the firm; or
- c) As a Director Manager or Security in a Limited Company etc.

3.9 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

- 3.9.1. The bidder shall quote rates only **in the column prescribed for the Rates**, which is a part of this document. Rates shall include all the cost of vehicle, fuel, lubricants, maintenance, driver , insurances & all tax liabilities etc **except service tax, toll tax , parking and passenger tax & state entry tax** which will be paid extra (reimbursed) after production of documents in proof of having submitted the same. All other various taxes by central govt./ state govt./ local bodies as applicable at the time of the opening of the tender shall be accounted for in the rates.

- 3.9.2 Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.

3.10 PROPOSAL EVALUATION:-

- 3.10.1 A single stage procedure shall be adopted in evaluating the proposals.

- 3.10.2 The award will be awarded to the lowest offerer who fulfill all requisite qualification as per tender documents.

- 3.10.3 The proposal of the tenderer will be assessed only based on the information / documents submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the tenderer if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the tenderer will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the proposal.

- 3.10.4 The proposals shall be opened on line.

3.11 SIGNATURE OF BIDS & DOCUMENTARY PROOF.

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

3.12 PARTNERSHIP DEED

- 3.12.1 The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern, tenderer shall submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. DFCCIL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.
- 3.12.2 The tenderer/s whose tender is accepted will be required to appear at the office of the **Chief Project Manager, DFCCIL, Sardar Sarovar Narmada Nigam Ltd., 4th Floor, A Block, Narmada Nahar Bhavun, Channi Jakat Naka, Vadodara - 390 002**, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the **full value of the earnest money accompanying the tender shall stand forfeited.**
- 3.12.3 In the event of any tenderer/s whose tender is accepted refusing to execute the Contract documents as herein before provided, DFCCIL may determine that such tenderer/s has/have abandoned the contract and there upon his/their tender and the acceptance there of shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the earnest money.

3.13 SECURITY DEPOSIT

- 3.13.1 The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, will be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 3.13.2 Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery /mode of recovery shall be as under:
- 3.13.3 Security Deposit for each work shall be 5% of the contract value
- 3.13.4 The rate of recovery shall be at the rate of 10% of the bill amount till the full security deposit is

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recovered.

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

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

3.13.7 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

3.14 Tender documents are not transferable.

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

3.16 CHECK-LIST

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

SECTION 4

GENERAL TERMS AND CONDITIONS OF CONTRACT

1.0 DEFINITION OF TERMS

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

2.0 CONTRACTOR'S AGENTS/EMPLOYEES

No other person except Contractor's authorized representative shall be allowed into DFCCIL premises and they shall not do any private work other than their normal duties.

Contractors shall be directly responsible for any/all disputes arising between him and his personnel and keep DFCCIL indemnified against all losses, damages and claims thereof.

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

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

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

3.0 DURATION OF CONTRACT

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The duration of the contract for work to be undertaken by the contractor is Two years (Twenty Four months) from the date advised by DFCCIL in the Acceptance Letter. In case of extension, the contractor shall be bound to provide the service in the extended period on the same terms and conditions.

4.0 AWARD OF CONTRACT

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

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

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

5.0 TAXES, DUTIES, LEVIES ETC.

Contractor shall pay all income-tax, surcharge on Income Tax and any other Corporate Tax. Further, the contractor shall be liable and fully responsible for payment of all Indian duties, levies, service tax, VAT and any other taxes attracted/assessed on him under the provisions of the Indian laws. DFCCIL shall not bear any tax liability under any circumstances whatsoever. DFCCIL shall deduct income tax or any other tax at source from all the payments to be made to the contractor in accordance with the provision of Indian tax laws, as applicable from time to time, and deposit the same to the concerned Govt. Authorities. Documentary evidence towards having paid the taxes to the Govt. shall have to be produced by the contractor, if so required by DFCCIL.

6.0 TERMINATION OF CONTRACT

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

In such case, CPM or his authorized representative may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made

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good, and carry on the work or comply with such instruction as aforesaid to the entire satisfaction of the Engineer in charge/his representative, CPM or his authorized representative shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice)

7.0 EFFECT AND JURISDICTION OF CONTRACT

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

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

8.0 ARBITRATION

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

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

9.0 INSURANCE

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

10.0 WORKMENS COMPENSATION INSURANCE

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

11.0 VEHICLE INSURANCE

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

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12.0 GENERAL LIABILITY INSURANCE

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

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

13.0 DEFENCE OF SUITS

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

14.0 PAYMENTS

Payment shall comprise rate as per final contract price and reimbursement costs as detailed in Price schedule, and there shall be no other payments. This clause shall be read in conjunction with price variation/ Revision clause of Special condition of contract (Section 5). Contractor shall be solely responsible for payment of wages/salaries and allowances to his personnel that are payable or might become payable under any new Act or order of Government and also comply with all the statutory laws/acts i.e. PF, ESI etc. relating to their employees. DFCCIL shall have no liability, whatsoever, in this regard.

15.0 Performance Guarantee (P.G.)

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

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- b) This Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that,. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- c) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily. The security deposit, however, shall be released only after passing the final bill based on "No Claim Certificate".
- d) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encased and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is JV or a partnership firm, then every member/partner of such a firm shall be debarred from the participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- e) The DFCCIL shall not make a claim under the Performance Guarantee except for amount to which the DFCCIL is entitled under the contract (not withstanding and /or without to any other provisions in the contract agreement) in the event of:-
- i) Failure by the contractor to extend the validity of the Performance Guarantee as describe herein above, in which event the engineer may claim the full amount of the Performance Guarantee.
 - ii) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer.
 - iii) The contract being determined or rescinded under provision of this contract, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

16.0 Police Verification of Drivers:

The contractor has to submit the copy of Police verification of all the drivers of the vehicles provided as per schedule of quantity _ I within SIX months from the date the vehicle put in services as per LOA. Further it should also be ensure by the contractor that during the currency of contract if any driver is required to be changed, only such driver having police verification certificate should be utilize., failing which the vehicle will be returned back and no payment will be made for such rejected vehicle (s) & penalty of Rs.1000/- will also be imposed per incident.

SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK

1.1 The contractor will be required to provide Seven number of SUV type field Vehicles i.e. Tavera or similar model in price (Three Vehicles will be based at Vadodara, Two vehicles will be based at Bharuch and Two vehicles will be based at Surat) hiring for Twenty Four months for the use under the jurisdiction of CPM/Vadodara in perfect condition with fuel & other consumables, maintenance, well-behaved, uniformed drivers with valid driving license to DFCCIL on hiring basis.

1.2 Duration of the contract is for Two year (Twenty Four months). However, same may be extended further on same rates, terms & conditions without any penalty if decided by DFCCIL.

1.3 The contractor will be required to provide Seven number of SUV type field Vehicles i.e. Tavera or similar model in price (Three Vehicles will be based at Vadodara, Two vehicles will be based at Bharuch and Two vehicles will be based at Surat) hiring for Twenty Four months for the use under the jurisdiction of CPM/Vadodara have been provided in the "Schedule of approximate quantities". This number has been given for general guidance & may vary as per actual requirement.

1.4 Vehicles will normally be hired on monthly basis. In emergent situations, contractor may be asked to provide the vehicles on daily basis.

1.5 The vehicles shall be available to the DFCCIL/nominated official with driver, fuel, Engine oil etc., round the clock, as and when required on all days of week irrespective of holidays. Normally, vehicle will be required for 12 (twelve) working hours a day. However, due to urgency and requirement of work, it may be extended beyond 12 hours. Thus, for 26 working days per month, there will be normally total 312 working hours per month. In case, vehicle is used for more than 312 hours in a month, overtime at the accepted rate for additional hour or part thereof is payable. In case vehicle is required in the night hours, driver shall report with the vehicle within 2 hours of having received the intimation.

1.6 The normal area of duty of the vehicle will cover the entire Gujarat State.

1.7 All kinds of repairs/maintenance costs, charges of fuels, oil, lubricant, mobile phone charges, fee towards licenses/registration taxes, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration.

1.8 DFCCIL will not provide any accommodation to driver. Driver himself shall arrange Boarding/Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.

1.9 Vehicle shall be used on any type of road i.e. Kachha / Pucca including along the railway track as per direction of official using the vehicle.

1.10 The rate filled in the schedule shall be inclusive of all charges and all taxes livable by the State/Central Government except Service Tax, Toll Tax and Parking charges which will be reimbursed by DFCCIL based on documentary evidence furnished by the contractor.

1.11 Rates are inclusive of salary of driver and other benefits as admissible to driver, diesel, and lubricants as and when required for running of vehicle, repair and maintenance etc

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1.12 The rates of hire are inclusive of Road tax, government levies and charges for inspection certificates as per statutory requirements from time to time.

1.13 One hour is of 60 minutes for the purpose of payment and a fraction up to 30 minutes shall not be taken in to account and more than 30 minutes shall be considered as an hour. In case of breakdown of the vehicle en-route during the course of operation, contractor has to provide a suitable substitute vehicle within two hours plus reasonable running time from the garage of contractor to the place of breakdown failing which a recovery of double the daily rate will be made.

1.14 Punctuality in attendance and disciplined behavior is of utmost importance for the driver. In case driver is not found to the satisfaction of DFCC officials/officers the same shall be changed by the contractor failing which penalty of Rs.1000.00 will be imposed.

1.15 Further, during emergencies, the driver shall report for duty within 45 minutes even during his off hours, on call, failing which a penalty of Rs. 1000.00 will be imposed.

1.16 Vehicle will be required generally for 12 hours every day, which will normally be from 09.00 to 21.00 hrs. Accumulation of hours on the monthly basis which will be 312 hours, However occasionally timings may vary which will be indicated a day in advance. Tenderer should provide 24 hours contact number on which such information can be given. Further the driver of the vehicle should be provided with a mobile phone having both incoming and outgoing facility at contractor's own cost.

1.17 Vehicle shall have to report at mentioned place and time. Any delay in reporting will be considered as absence for the day and penalty /recovery will be made as per para 1.18 of section 5. Nominated place may be changed once in a month, if required.

1.18 If a vehicle is out of order or under schedule maintenance or vehicle not reported on duty, separate vehicle will be hired for the absent day and charges paid towards such hired vehicle will be recovered from the bill amount or an amount equivalent to one vehicle day will be recoverable from the contractor in addition to Rs.1000/- (one thousand) per day penalty will also be imposed.

1.19 Frequent changing of driver or vehicle will not be permitted without prior permission of DFCCIL, if so happened penalty of Rs.1000.00 per incident will be imposed. No accommodation will be provided to the driver by DFCCIL. He has to make his own arrangement for lodging and boarding.

1.20 The Contractor shall be completely responsible for safe running of vehicle. DFCCIL will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver

1.21 Contractor shall have to maintain log book in approved Performa by official in charge which shall have to be filled daily and presented to DFCCIL's authorized representative for signature. Timing and Kilometer reading shall be noted every day at the time of reporting at nominated place and release from same place.

1.22 DFCC may provide open parking space but parking shall be purely at Contractor's risk.

1.23 Payment of hiring charges will be made once in a month in the form of RTGS/NEFT on submission of complete set of bills (along with all related document of vehicle provided) and after the due verification of log book / original parking receipt / original toll receipt.

1.24 Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.

1.25 Driver should have a valid driving license (**LMV Taxi**) and the vehicle should be insured against accidents etc. as per rules and statutory obligations.

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1.26 INDEMNITY:- The contractor shall at all times indemnify to the DFCCIL administration against all claims which may arise due to accident or otherwise or due to breach of the terms and conditions mentioned herein and owing to any sort of act of commissions on the part of the contract during the currency of this contract.

1.27 That the contractor agrees to indemnify to the DFCCIL administration against all claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act VIII of 1923 and the DFCCIL administration will be entitled to deduct from any sum of money due or payable to the contractor for the amount of compensation thus payable under the terms of Section-4 of the said Act together with all or any cost incurred by the DFCCIL administration in such connection and the contractor further agrees that the decision of the DFCCIL with respect to the amount of such indemnity shall be accepted by him finally.

1.28 DFCCIL in no case is responsible for any legal matter arising of any State/Central Government laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.

1.29 All other charges of Central Government/State Government or any other authorities, if any are to be included by the tenderer in his BID.

1.30 During the currency of contract, the vehicle provided cannot be used for any other purpose except for DFCCIL.

1.31 No deductions or additions will be made for number of days being more of less than 30 days in a month.

1.32 Good quality seat covers shall be provided and the same will be regularly cleaned by the contractor at his own cost and vehicle will be kept properly cleaned daily, failing which a penalty of Rs. 1000.00 will be imposed.

1.33 Distance traveled by vehicle from garage to point of duty & back will not be counted towards the payment. Similarly. The user at his discretion may instruct the contractor to park the vehicle at user's residence after the duty hours. No mileage will be claimed for drivers' lunch / breakfast or drawl of diesel etc.

1.34 In case the driver is required to stay overnight at a place other than the normal headquarter of the vehicle, payment of Rs.150.00 will be paid per night per outstation duty inclusive of night charges. However, the extra hours payment will be made only up to the time when the vehicle is in use before the driver is permitted to take rest. In case of dispute in calculation, DFCCIL's decision shall be final.

1.35 The agency shall submit the bills in duplicate, to the CPM/DFCCIL/Vadodara office along with the log book for the period. Bills having cutting & overwriting shall not be entertained unless authenticated by the user. No advance payment shall be made under any circumstances. The documents related to vehicle provided should be submitted by the contractor. During the currency of contract if any vehicle is required to be changed documents of such vehicle should also be submitted.

1.36 The agency shall give consent in a mandate form for receipt of payment through ECS/RTGS/NEFT. Charges if any will be on account of the contractor. The agency shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name. Branch name & address, Account type, Account Number, Bank & Branch code as appearing on MICR cheque issued by the Bank. In case where ECS/NEFT facility is not available, payment shall be released through cheque.

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2.0 VEHICLES

2.1 Vehicles provided shall be registered **not earlier than 01.01.2016** and shall use diesel only as fuel with proper entries in RC. If any vehicle provided to DFCCIL is found to be using any other fuel except the one declared, the Contract shall be terminated forthwith and further action under the terms and conditions of the contract.

2.2 The vehicles shall strictly comply with the provisions of pollution control, statutory regulation issued by State Transport Authorities/ Central Govt./other authorities etc. from time to time. Contractor shall ensure that the vehicles must have all relevant documents like Registration Certificate/Driving license/Insurance Cover/Road Tax Receipt/Permit, Pollution certificate etc. Driver shall be able to produce the documents as and when re- questioned from him. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Agency.

2.3 No change of vehicle(s) or driver(s) will be allowed normally without the prior permission of DFCCIL. A vehicle owner driving is own vehicle may also participate to tendered. All the Vehicle(s) shall always carry first aid box and mandatory spares vis. Tool box/Kit, Fuses, Spark plugs, fan belts, spare Tyre etc. The Contractor/service provider shall be responsible for complying with legal and labor provisions prescribed by Government of India which shall include Income Tax, Accidents, ESI, PF, Contract Labor and Abolition Act etc.

2.4 If the vehicle does not report at the requisitioned time or is not found in good condition, not reported on duty, the contractor shall provide the replacement (of same category) within a reasonable time failing which the user will be entitled to hire any vehicle, charges paid towards such hired vehicle will be recovered from the bill amount or an amount equivalent to one vehicle day will be recoverable from the contractor in addition to Rs.1000/- (one thousand) per day penalty will also be imposed.

2.5 In case of breakdown of the vehicle the contractor shall provide the replacement (of same category) within a reasonable time failing which the touring executive(s) will be entitled to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.

2.6 Vehicle shall be available for all the days of a month including holidays. Maintenance rest will be provided normally on Sundays. In case of exigencies, the vehicle can be called on Sundays also. In such case, either a compensatory maintenance rest will be provided or an extra amount of Rs. 150/- (Rs. one hundred fifty only) shall be paid. Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extent labour laws for which no extra payment will be made.

2.7 All the vehicles deployed by contractor /services provider should be **registered for commercial use** and shall have valid permission for operation of the same.

3.0 Drivers

3.1 Drivers deployed by the contractor shall be skilled, well behaved, holding valid driving license (**LMV Taxi**) and capable of undertaking minor repairs of vehicles. Drivers shall have the adequate knowledge of routes in the district of Vadodara, Bharuch, Surat, Kheda, Anand, Nadiad and Ahmedabad. All the paper for vehicle like registration papers, insurance papers, certificate towards payment of road tax, PUC etc. shall be readily available with driver.

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3.2 The contractor shall provide mobile phone in perfect working condition to drivers of the vehicles. No separate payment shall be made by DFCCIL for the mobile phone instrument and call/SIM charges.

3.3 The contractor/service provider shall ensure himself about the antecedents of the driver deployed for duty. The Drivers shall abide by the rules laid down by Transport Authority/ Motor Licensing Authority or any Authority relevant to the subject and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of the passengers. Any challan/penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it will be met by the Contractor/service provider

3.4 The drivers must also observe all the etiquette, protocol and extend usual courtesy (like carrying office bags/files to the concerned chambers, etc.) while performing the duty. They must be neatly dressed and must carry a photo identify card provided by the Contractor/service provider.

3.5 Driver shall also maintain a logbook and ensure that it is signed by the official using the vehicle.

4.0 PAYMENT AND REIMBURSALS

4.1 Hiring charges are on monthly basis for 312 working hours and inclusive of kilometers run as mentioned in the schedule of approximate quantities. For use beyond inclusive kms and/ or beyond 312 working hours in a month, extra payment as per accepted rates will be made.

4.2 Rates are inclusive of all running maintenance & repair expenses, fuel, lubricants and any other consumables required from time to time, all taxes, duties, incidental charges, penalties etc. as imposed by Central/State/Local Government bodies for running of vehicles, salary and other benefits admissible to driver. Nothing extra over and above the accepted rates shall be payable. However, **Service tax, toll tax, parking charges will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.**

4.3 In case the vehicles are engaged on daily basis, payment will be made on prorated basis i.e. accepted rates divided by number of working days (Total days – Sundays/holidays) in a month.

4.4 For kilometer in excess of kilometers inclusive in item No.1 of Section 6 i.e. for payment under item No.2 of Section 6 payable kilometer will be worked out after averaging the actual kilometer run over a period of three months. Total kilometer run in three months in excess of inclusive kilometers for individual vehicles for three months will only be considered for payments. The averaging of kilometers will be done for each vehicle separately/ independently

4.5 TDS as applicable shall be deducted from the bills of the agency.

5.0 PRICE VARIATION / REVISION

5.1 Revision of the fare due to increase/decrease in the Diesel prices shall be considered by DFCCIL if the increase/decrease announced by Govt. is 10% or more. In the event of increase/decrease in the price of fuel, the rates quoted will be proportionately increased/decreased by 1/4th of the percentage increase/decrease in the price of fuel. The variation (increase/decrease) of fuel price will initially be compared with the price of fuel on the date of commencement of contract. Subsequently, updated/modified rates will be considered for comparison. Contractor has to certify on monthly bill that there has been no decrease of 10% or more in the fuel prices during the period of the bill vis-a-vis prices of fuel at the time of last revision of rates. The price variation due to either increase or decrease of diesel prices will be paid on actual kms. runs during the month. If the vehicle runs less than the inclusive kms. i.e. 3000 kms.

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mentioned in para 1 (a) of schedule of quantity then the difference of price variation will be paid on the actual kilometers run of vehicle during the said period.

6.0 NON-PERFORMANCE OF THE CONTRACT CONDITIONS

6.1 In case of non-availability of the regularly arranged vehicles, contractor may provide vehicles owned by others which conform to DFCCIL specifications. Upgraded models or higher category vehicles which meet minimum specification for all parameters may also be provided at the same rates, terms and conditions with prior permission of DFCCIL which DFCCIL in its absolute discretion may or may not grant.

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

6.3 The vehicles will be kept in neat & clean and perfect condition. in case of non-compliance of any of the conditions, a penalty of minimum Rs. 1,000/- per occasion shall be levied and deducted from the bill on hand.

7.0 METER TEMPERING

7.1 Speedometer and kilometer recorder shall be maintained to high standard/accuracy. Any defect noticed shall be rectified immediately. DFCCIL reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering/manipulation of meter reading and misbehavior of driver shall be viewed seriously. A penalty equal to one month hiring charges for the particular vehicle shall be imposed for meter tempering on each occasion. In case of repeat of tempering, DFCCIL may even decide to terminate the contract and forfeiture of security deposit.

7.2 In the event of any error/fault in the meter being noticed, DFCCIL reserves the right to adjust the bill for the journey undertaken (including those undertaken earlier) besides any other penal action. kilometers verified by official using the vehicle shall be final and binding.

8.0 VEHICLE INSURANCE / STATUTORY REQUIREMENTS

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

8.2 Contractor is required to comply to all statutory obligations viz. Industrial Dispute Act, Workmen's Compensation Act, etc. shall be the obligation of the contractor and the contractor shall indemnify and shall always keep DFCCIL indemnified against any liability falling on DFCCIL due to non-compliance of statutory obligations by the contractor or any of its agents/servants/drivers or for any reason whatsoever. The agency will be responsible for the conduct of their staff.

8.3 DFCCIL in no case is responsible for any legal matter arising matter of any State/Central Government laws in matter of employment of driver by owner of the vehicle or in respect of any other matter.

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8.4 The contractor shall be completely responsible for safe running of vehicle. DFCCIL will not be responsible for any loss, damages, repairs, maintenance or accident to the vehicle or Driver. DFCCIL shall be absolved from all claims/compensation etc. in case vehicle is involved in any type of accident.

8.5 The contractor shall at all times indemnify the DFCCIL against all claims which may arise due accident or otherwise or due to the breach of the terms and conditions mentioned herein and/owing to any sort of act of commission on the part of the contract during the currency of this contract.

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

9.0 Pre-qualification criteria for Service Provider/Agencies

a) The tenderer should have **physically** completed successfully at least **one similar single work for a minimum value of 35% of advertised tender value** with PSUs, Government Organizations, Autonomous body during the last three financial years and up to date of opening in the current year in (i.e. current year and three previous years) up to the date of opening of the tender.

Similar work means: Providing the hired four wheeler passenger vehicle(s) for the use of staff/officers of the organization.

b) The total contract amount for the work received by the contractor during the last three financial year and up to the date of opening in current year should be minimum of 150% of Advertised Tender Value of work as per attested copies of authentic documents/certificates issued by employer/client or audited balance sheet certified by Chartered Accountant.

c) The agencies should have EPF code, ESI registration no., PAN, Service tax registration and registration under all the applicable labour laws and should submit copy of the same.

d) Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any stage..

e) The agency will be awarded work for two years which can be further extended, based on DFCCIL's requirement & performance of the service Provider agencies. The extension shall be at the sole discretion of DFCCIL.

f) DFCCIL reserves the right to modify, expand, restrict, scrap and re-float the tender without assigning any reasons.

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10.0 Format for submitting bid by the agencies :

Sr. No.	Particulars	Details		
1.	Name of agency (service provider)			
2.	Address with Telephone and Fax no.			
3.	Status of applicant(individual/ proprietorship firm/ partnership firm/ private limited /society/ autonomous bodies (attach documentary evidence)			
4.	Types of the services provided (Experience certificates to be enclosed)			
6.	Annual turnover of last three financial years (audited financial statement of last three financial years to be enclosed with Documentary evidence)	2014-15	2015-16	2016-17
7.	EPF Establishment Registration No. (attach documentary evidence)			
8.	ESI Establishment registration No. (attach documentary evidence)			
9.	PAN No. (attach documentary evidence)			
10.	Service Tax Registration no. (attach documentary evidence)			
11.	Other registration details under other applicable labour laws. (attach documentary evidence)			
12.	List of Clients along with their placement turnover in numbers. (last three years)			
13.	Attach satisfactory performance report from existing clients from Govt./PSU/Autonomous Bodies			
14.	Executive Summary about the agency.			

11.0 QUANTITY VARIATION:-

An item wise excess/saving up to 100% in quantities/period can be done at the discretion of DFCCIL at the same rate and conditions with overall variation in quantity/period within $\pm 50\%$.

Tender No. "DFCC/BRC/Vehicle Hiring/2017-18/04

SECTION:6

Schedule of Approximate Quantities

Tender No."DFCC/BRC/Vehicle Hiring/2017-2018/04

Name of Work: Hiring of Seven number of SUV type field Vehicles i.e. Tavera or similar model in price (Three Vehicles will be based at Vadodara, Two vehicles will be based at Bharuch and Two vehicles will be based at Surat) hiring for Twenty Four months for the use under the jurisdiction of CPM/Vadodara.

Sr	DESCRIPTION	Qty.	Unit	Rate	Total Amount
1	Hiring of Seven number of SUV type field Vehicle i.e. Tavera or similar model in price (Three Vehicle will be based at Vadodara, Two vehicle will be based at Bharuch and Two vehicle will be based at Surat) inclusive 3000 kms. per month and 312 hrs. per month inclusive of fuel, consumable, driver, repairs, maintenance, taxes etc. as per conditions of contract	7x24 month	per month	Rs.34,033/-	Rs.57,17,544.00
2	Additional charges for usage over kms. included in item number one (1000x7x24)	1,68,000 kms	Per kms.	@Rs08./-	Rs.13,44,000.00
3	Additional charges for usage over 312 hrs. per month over item No.1 i.e.350x7x2	4,900 hrs.	per hrs.	@Rs20/-	Rs. 98,000.00
Total Basic Cost					Rs.71,59,544.00

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

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Note:

1. The above rates are inclusive of all taxes. However, service tax, toll tax, parking charges will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.
2. Rates will be subject to price variation as per special conditions of the contract.
3. The tenderer is required to quote either a single flat percentage above or below (in both words & figures) or AT PAR the rates given in schedule. This flat percentage will be applicable for all the items in schedule. In case of discrepancy, rate quoted in words shall prevail.
4. If the vehicle is called on Sunday, either compensatory maintenance rest will be provided or extra amount of Rs.150/- shall be paid.
5. If driver is require to stay overnight at a place other than headquarter, Rs.150/- will be paid extra per night.

Declaration by the tenderer

- (1) I/We am/are signing this document after carefully reading the contents.
- (2) I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

BRIEF DETAILS OF THE BIDDER

1. Name of the agency and address :.....
.....
.....
2. Person to be contacted :.....
3. Designation :.....
4. Telephone Nos. (office) :.....
5. Mobile No. :.....
- 6 Fax Nos. :.....
7. Category of Firm: Whether Partnership /
Ltd. Co./Sole or proprietorship , etc. :.....

8. Details of Vehicles owned/ Undertaking given

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

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

Tender No. "DFCC/BRC/Vehicle Hiring/2017-18/04

ANNEXURE-II

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

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

AND

M/S. _____ having its office at

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

WHEREAS:-

1. The Employer is desirous that certain works should be executed by the Vehicle Provider viz. Tender NO. DFCC/BRC/Hiring vehicle/2017-18/04(hereinafter called "the works", and has accepted a Bid by the Service provider for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

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

Tender No. "DFCC/BRC/Vehicle Hiring/2017-18/04"

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

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

(Name, Designation and address of the signatory)

(Name, Designation and address of the authorized signatory)

Signed for and on behalf of the DFCCIL

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

Witness:

Witness:

1.

1.

2.

2.

Name & address of the witness to be mentioned

Format of Bank guarantee for performance security

Bank Guarantee No.:- _____

Dated: _____

To,

**Dedicated Freight Corridor Corporation of India Ltd.
4th Floor, "A" Block, Narmada Nahar Bhavun,
(Sardar Sarovar Narmada Nigam Ltd. Office),
Chhani Jakat Naka,
Vadodara 390 002**

Reference:-Contract No _____, awarded on _____.

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

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. _____ for 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 bound for a total 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 the foreside contract with the Employer, the Bank further agrees and promises to pay the amount due and payable under this guarantee without any demerit merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Employer by reason of any breach by the contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor's 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. Thereunder and the contractor shall have no claim against us for making such payment.

Tender No. "DFCC/BRC/Vehicle Hiring/2017-18/04

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

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

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

Notwithstanding anything to the contrary contained herein before:

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

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

Signatures of Bank authorize Official with seal.

Bank Seal

Name: _____

Designation:

Address:

Witness:

1. Name: _____

Designation:

Address:

2. Name: _____

Designation:

Address:

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

Tender No. "DFCC/BRC/Vehicle Hiring/2017-18/04

ANNEXURE-IV

CHECKLIST

NAME OF WORK: Tender No. DFCC/BRC/Vehicle Hiring/2017-18/04

NAME OF WORK: Hiring of Seven number of SUV type field Vehicles i.e. Tavera or similar model in price (Three Vehicles will be based at Vadodara, Two vehicles will be based at Bharuch and Two vehicles will be based at Surat) hiring for Twenty Four months for the use under the jurisdiction of CPM/Vadodara.

Name of tenderer:

SN	Items Description	Reference	Enclosed
1	Tender document fee	Section 2 Sr.No.4	Yes/No
2	Earnest Money Deposit	Section 2 Sr.No.7	Yes/No
3	Qualification requirements for bidders	Section-5 Clause 9.0	Yes/No
4	Copy of Partnership deed or Article of Association or ownership certificate	Section-3 Clause 3.12	Yes/No
5	Brief details of the bidder	Annexure I	Yes/No
6	Forwarding letter by tenderer	Page 3	Yes/No
7	Authorization letter in favor of person signing the bid documents	Section-3 Clause 3.12	Yes/No
8	Check-list	Annexure IV	Yes/No