

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

Tender No. : HQ/AD/VEHICLE TENDER-2015

TENDER DOCUMENT

Name of Work:

Empanelment of Transporters / Taxi Operators / Firms for Hiring of Vehicles for DFCCIL.

April'2015

Corporate Office Dedicated Freight Corridor Corporation of India Limited 5th floor Pragati Maidan Metro Station Complex New Delhi-110001 Phone: +91-11-23454700; Fax: +91-11-23454701

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Dedicated Freight Corridor Corporation of India Ltd.

(A Government of India Enterprise under Ministry of Railways)

NOTICE INVITING BIDS

Sealed Bids in *a single packet system* are invited from eligible reputed Transporters / Taxi Operator / Firms for empanelment to provide vehicles on hire on monthly and daily basis to DFCCIL as per schedule:-

1.	Tender no.	HQ/AD/VEHICLE TENDER-2015
2.	Name of Work	Empanelment of Transporters / Taxi Operator / Firms for Hiring of vehicles for DFCCIL
3.	Duration of contract	Two years extendable by one year.
4.	Estimated cost of work	Segment 1- Premium/Luxury/Spacious -Rs.1.35 croreSegment 2 - Medium segment-Rs.3.70 croreSegment 3- Economy segment-Rs.1.64 crore.
5.	Cost of Tender Form (Non-Refundable)	Rs. 10,500/- (inclusive of 5% VAT) Rupees ten thousand five hundred only.
6.	Earnest Money	Segment 1- Rs. 2,71,180/- Segment 2- Rs. 7,38,320/- Segment 3- Rs. 3,28,555/-
7.	Sale of Tender Form	From 11.00 hrs on 20.04.2015 till 13.00 hrs on 11.05.2015
8.	Last date of receipt of bids	Upto 15.00 hrs on 11.05.2015
9.	Opening of bids	At 15.30 hrs on 11.05.2015
10.	Address for communication	GGM/Admn , Dedicated Freight Corridor Corporation of India Ltd., Room No.509, 5th floor, Pragati Maidan Metro Station Building, New Delhi-110001.

Tender form can be purchased from Manager/Admin-II, DFCCIL, 5th floor, PragatiMaidan Metro Station Building, New Delhi-110001 on all working days from 1100 hrs to 1700 hrs and upto 1300 hrs on 11.05.15 on payment of **Rs.10,500/-** in the form of Demand Draft/Bankers Cheque in favour of **Dedicated Freight Corridor Corporation of India Ltd.** payable at New Delhi issued by any Nationalized Bank of India or any Scheduled Bank.

Tender form can also be downloaded from the website <u>www.dfccil.gov.in</u>. Detailed terms &conditions and future corrigendum/addendum will be posted on this website.

Manager/Administration DFCCIL Phone No.011-23454715

Format for submission of Offer.

(On letter head of firm/company)

General Manager /Admin, DFCCIL, Pragati Maidan Metro Station building, New Delhi.

Sub.: Empanelment of Transporters / Taxi Operator / Firms for Hiring of Vehicles for DFCCIL.

<u>Ref:</u> <u>HQ/AD/VEHICLE TENDER-2015</u>

- 1. I/We-----have read the various conditions of tender attached hereto and hereby agree to a Tender document by the said conditions. I also agree to keep this tender open for acceptance for a period of **120 days** from the date fixed for opening the same and if I/We default thereof, I/We will be liable for forfeiture of my/our full "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to Tender document by the General Conditions of the Contract and to carry out the work according to the Special Conditions of contract as laid down by the DFCCIL Administration for the execution of present contract.
- 2. I/We are submitting Earnest Money against bid for following segments:-

S.no.	Segment	Amount (in Rs.)	DD/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 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 15(Fifteen) days of the date of issue of Letter of Acceptance or on receipt of notice by the DFCC administration that such documents are ready.
- ii) I/We do not submit a Performance Security in the form of an irrevocable Bank Guarantee amounting to 5% of the contract value as per the performa prescribed by DFCC, within 15 days of issue of letter of acceptance.
- iii) I/We do not commence the work within 15 days after receipt of Letter of Acceptance.

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

4. On account of non-acceptance of award or on account of not fulfilling tender conditions 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 tax (except service tax), duties and /or any other statutory levies applicable on the services.

6. I/We are submitting our bid for the segments indicated below:-

- (i) Segment 1- Premium/Luxury/Spacious
- (ii) Segment 2 Medium size
- (iii) Segment 3 Economy

Please tick the segments for which the bid is submitted

7. I/We do hereby confirm that I/We have the necessary authority and approval to submit this tender document for the supply of subject services to the DFCCIL. The following persons may be contracted for any information or clarifications relating to this Contract.

Signed

In the capacity of

Duly authorized to sign offers for and on behalf of

.....

Bidder's Name.....

SECTION-1

INSTRUCTION TO BIDDERS (ITB)

1. DFCCIL intend to empanel Transporters /Taxi Operators / Firms for hiring of commercially registered vehicles with all proper documents for travel within National Capital Region of Delhi (NCR) and outside Delhi 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. The bidders can submit bids for any or all the three segments mentioned in the bid document. Earnest Money shall be payable separately for each segment. However, the cost of tender form shall remain the same irrespective of the no. 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. The detailed Scope of Work is given in Section-2 and the Estimated cost of Work segment wise is indicated below:-

S.no.	Description of segment	Estimated cost of work (For monthly and daily hiring) for period of 02 years
1.	Segment 1-Premium/Luxury/Spacious	Rs.1,35,58,992/-
2.	Segment 2- Medium car	Rs.3,69,15,840/-
3.	Segment 3-Economy car	Rs.1,64,27,784/-

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

4. ELIGIBILITY CRITERIA TO BE FULFILLED BY THE BIDDERS:-

(i) The bidder submitting the bids for different segments 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:-

Segment 1	Premium/luxury/spacious	04 cars	Make' 2012 onwards
Segment 2	Medium Cars	20 cars	Make' 2012 onwards
Segment 3	Economy Cars	11 cars	Make' 2012 onwards

(Description of vehicles under different segment given in Scope of Work Section-2)

The vehicles should be authorized to ply as hired vehicles as per section-66 MVA-1988, in Delhi/NCR registered in the name of firm or in the name of proprietor or in the name of partner(s)' of the firm. (Self-attested copy of Partnership Deed or Article of Association or ownership certificate to be enclosed). A list of vehicles/Cars segment wise indicating the make, Registration No. and model along with photocopies of (i) Registration Certificate, (ii) Fitness certificate, (iii) permit, (iv) Insurance certificate fulfilling the abovesaid condition should be enclosed as per format given in Annex-I.

(ii) Bidder should have successfully completed at-least one work of supply of hired vehicles costing not less than 35% of the estimated cost of work for that segment in the last three years {i.e. current year and previous three financial years} for any Government department/PSU. (date of start of work may not fall in this period.). The bidder has to submit a certificate as per format given in Annexure-II.

OR

In case of ongoing contracts, the bidder should be carrying out at least one contract of supply of hired vehicles in any Govt. department/PSU and should have rendered services continuously for a period of 24 months with average annual billing of not less than :-

- (i) Rs. 23.75 Lakhs for Segment-1;
- (ii) Rs. 64.61 Lakhs for Segment-2;
- (iii) Rs. 28.75 Lakhs for Segment-3;

The period of 24 months will be considered as the financial year 2013-14 and 2014-15.

The bidder has to submit a certificate as per format given in Annexure-II.

In case, a bidder applies for more than one segment, and different credentials are submitted for each segment then eligibility of such bidder shall be evaluated SEGMENT WISE. However, if a single credential is submitted against more than one segment which includes the segments in which the bidder has applied, then the estimated cost of work will be considered as the sum total of the estimated cost of the segments applied and the credential will be seen without separately calculating the cost of work done in each segment.

If a bidder applies for more than one segment and submits only one credential, which is insufficient to cover the combined value, then his offer will be summarily rejected

(iii) The bidder should have received payment against satisfactory execution of completed and ongoing works of all types during last three financial years i.e. current year and preceding 03 years as per current ITCC/audited balance sheet of not less than 150% of the advertised estimated cost of work for the segment(s). In case, a bidder applies for more than one segment, the estimated cost of work will be the sum total of the estimated cost of work for the segments against which he has applied.

5. <u>COST OF TENDER DOCUMENT</u>

Tender form can be purchased from Manager/Admin-II, DFCCIL, 5th floor, Pragati Maidan Metro Station Building, New Delhi-110001 on all working days from 1100 hrs to 1700 hrs and upto 1300 hrs on 11.05.2015 on payment of Rs.10,500/- (Rs. Ten thousand five hundred only)in the form of Demand Draft/Bankers Cheque in favour of **Dedicated Freight Corridor Corporation of India Ltd** payable at New Delhi issued by any Nationalized Bank of India or any Scheduled Bank. The Tender document can also be down loaded from the website <u>www.dfccil.gov.in</u>.

In case the Tender document is downloaded from the website, the Tender document fee of Rs. 10,500 /-in the form mentioned above must be submitted along with the offer. The tender offer without Tender document fee in case the document is downloaded from the web site will be summarily rejected.

6. EARNEST MONEY DEPOSIT (EMD)

The Tenderer must deposit **Earnest Money separately for each segment for which the bidder intends to participate. EMD shall be** in the form of Bank Draft/Demand Draft/Pay Orders issued by any Nationalized /Scheduled Bank drawn in favour of "**Dedicated Freight Corridor Corporation of India Ltd.**" payable at **New Delhi** along with the Tender document. A Tender offer unaccompanied with the Earnest Money of prescribed amount and in the prescribed form shall be summarily rejected. The Earnest Money of the tenderer shall be forfeited if:-

- (i) The tenderer withdraws his bid during the period of bid validity;
- (ii) If the successful bidder fails within the specified time limit to furnish the required performance security or sign the agreement;
- (iii) Any of the information furnished by the tenderer is not found to be true;
- (iv) The tenderer fails to commence the work within the time period stipulated in the tender.

The Earnest Money of the unsuccessful bidders shall be discharged/returned without interest as promptly as possible. The Earnest Money of the successful tenderer shall be converted to Retention Money when he has signed the agreement and furnished the required performance security.

S.no.	Segments	Earnest Money to be submitted by the bidder segment wise separately.
1	Segment 1-	Rs.2,71,180
	Premium/Luxury/Spacious	
2	Segment-2 -Medium	Rs.7,38,320/-
3	Segment 3- Economy	Rs.3,28,555/-

7. The tender shall remain valid for a period of 120 days after the date of the opening of the tender;

8. The Tenderer must submit original Power of Attorney of authorized signatory signing the Tender document as per format given in Annexure III 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.

9. All the pages of the tender documents, alongwith addendum/corrigendum shall be signed and stamped by the tenderer or his representative holding the Power of Attorney.

10. <u>SUBMISSION OF BIDS</u>

The bid should be submitted in sealed cover superscribing the following:-

- (a) Name of Work:
- (b) Tender notice No.:
- (c) Last date of submission of bids and date and time of bid opening:
- (d) Submitted to :- GM/Admin, DFCCIL, Pragati Maidan Metro Station, New Delhi.
- (e) The bidder should indicate the segment applied for in envelope as under:-

Segment	Whether applied Yes/No
Segment 1-Premium/Luxury/Spacious car segment	
Segment 2- Medium car Segment	
Segment 3- Economy car segment	

11. Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

12. The completed Tender document must be dropped in the tender Box kept for the purpose at Corporate office not later than the date & time mentioned in the "**Notice Inviting Bids**". Any delay in the submission of Tender document due to postal delay or any other reason will be the responsibility of the tenderer. The Tender documents will be opened at 15.30 hrs on same day in the presence of representatives of the companies/firms, who choose to be present.

13. DFCCIL reserve 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 contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's bid.

14. 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 of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.

15. Late/Delayed tenders shall be summarily rejected and returned unopened to the tenderer.

16. No tender can be withdrawn after submission and during tender validity period.

17. The Tenderer is at liberty to be present either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

18. <u>CRITERION FOR EVALUATION OF TENDER</u>:

The evaluation of the tenders will be made on the basis of fulfillment of Eligibility criteria mentioned in the bid document. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any specific terms and conditions of the contract given the Tender document.

While empanelling the bidders, the firm/travel agency/transporters which has quoted the lowest rate in a particular segment will be awarded higher quantum of work. The empanelment will be done for each segment based on lowest quoted rates.

19. AWARD OF CONTRACT:

- (i) For segment No.1 (Premium/Luxury/Spacious), there shall be no division of work. L-1 will be considered for full work.
- (ii) "The work shall be awarded to two parties each for Segment No.2 and Segment No.3.

For Segment No.2 (Medium sized cars) & Segment No.3 (Economy Cars), DFCCIL will give approx. 60% of the quantum of work for L-1 and rest 40% of the work will be given to the next eligible bidder on the same rates of L-1 as per the following procedure:-

The counter offer at the same rates of L-1 shall be given to other eligible bidder(s) simultaneously and based on the response received from these bidder(s) within 07 days of the issue of such counter offer, the remaining work of 40% work shall be awarded to only one tenderer i.e. L-2/L-3/L-4 etc. In case L-2 refuses, the work will be awarded to L-3. If L-3 refuses, the work would be awarded to L-4 and so on. For the remaining 40% of the work, if L-2/L-3/L-4 etc. refuses to accept the counter offer rates, the whole quantum of work will be awarded to L-1.

DFCCIL, however, reserves the right to award the quantum of work in any proportion amongst the empanelled transporters in exceptional circumstances. After accepting of the contract if the successful bidder fails to provide required number of vehicles the contract is liable to be cancelled along with forfeiture of Security Deposit and other consequential action such as blacklisting of the firms or as may deem appropriate.

20. **DURATION OF THE CONTRACT:**

The duration of the contract for work to be undertaken by the contractor is 02 (two) years from the date of issue of letter of award by DFCCIL. Period of contract may be extended for a maximum period of one year beyond two years at the sole discretion of DFCCIL.

21. PRICE BASIS, CURRENCIES & LANGUAGE OF BID

The bidder shall quote rates in Bidding Sheet. 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, taxes and levies excluding Service Tax. The bidder shall quote his rates in Indian rupees only. Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure. All information in the bid shall be in English.

SECTION-2

SCOPE OF WORK

The contractor shall provide commercially registered vehicles to DFCCIL with drivers in different segments strictly as per the description, make, fuel for monthly hiring and daily hiring basis as stated below:-

Segment No.1

S.no		Description of	Make	Fuel	Qty.	Est. value	Est. Value for
		vehicle				For monthly	daily hiring
						hiring	
1.	Premium	Honda Civic,	Brand	Petrol/	01		
		Corolla or	New	Diesel		Rs.14,40,312/-	0
		equivalent model					
		in prices.	AC fitted				
2.	Luxury	Honda City,	Brand	Petrol/	05	Rs.63,77,160/-	Rs.2,12,880/-
		Verna, SX4,	New	Diesel			
		Vento or					
		equivalent model	AC fitted				
		in prices or					
		equivalent model					
		in prices					
3.	Spacious	Xylo, Innova or	Not	Diesel	02	Rs.25,19,760/-	30,08,880/-
		equivalent model	earlier				
		in prices	than				
			Jan'2014				
			AC fitted				
	TOTAL V	TEHICLES			08		

Segment No.2

S.no		Descripti	Make	Fuel	Qty	Est. value	Est. Value for
		on of				For monthly	daily hiring
		vehicle				hiring	
1.	Medium	D'zire,	Not	Diesel/	40	Rs.3,52,71,360/	Rs.16,44,480/-
		Amaze,	earlier	CNG/			
		Etios or	than	Petrol			
		equivalent	Jan'2014				
		model in	AC fitted				
		prices.					

Segment No.3

S.no		Descripti	Make	Fuel	Qty	Est. value	Est. Value for
		on of				For monthly	daily hiring
		vehicle				hiring	
1.	Economy	Indica	Not	Diesel/	22	Rs.	Rs.10,80,360/-
		Vista,	earlier	CNG/		1,53,47,424/-	
		Wagon R,	than	Petrol			
		i10, or	Jan'2014				
		equivalent	AC				
		model in	fitted.				
		prices.					

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-3

GENERAL TERMS & CONDITIONS OF CONTRACT

GENERAL TERMS & CONDITIONS OF CONTRACT will form an integral part of the Bid and contract, which is enclosed along with the tender documents. In case of any deviation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The tenders must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

1. <u>RETENTION MONEY-</u>

The Bid security of the successful bidder shall be retained by DFCCIL as part of security and adjusted against Retention Money for the faithful fulfillment of the contract by the contractor. In addition, a retention amount equal to 10% of each bill shall be retained till the total security available is 5% of the contract value. The Retention money, unless forfeited in whole or in part according to the terms & conditions, shall be returned to the contractor after 60 days of the contract. No interest is paid on Retention money.

2. <u>PERFORMANCE SECURITY</u>

Besides, retention money, the successful bidder shall also have to submit performance security within 15 days of receipt of Letter of Acceptance, amounting to 5% of the contract value in the form **Bank Guarantee** as per prescribed format from any Nationalized/Indian scheduled commercial bank. The performance security will be furnished after LOA has been issued but before signing of agreement and should be valid upto two months after the completion of the contract. In case, the time for completion of work gets extended, the contractor shall get the validity of performance security extended to cover such extended time for completion of work plus 60 days.

3. When the contract is rescinded, the retention money shall be forfeited and the performance security shall be encashed.

4. 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.
- b. "NCR Area" means Gurgaon, Delhi, Noida, Greater Noida, Ghaziabad, Faridabad etc.
- c. "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.

- d. "Letter of Award" shall mean the official notice issued by the DFCCIL notifying the contractor that his proposal has been accepted.
- e. "Officer in Charge" shall mean DFCCIL officer dealing with the performance and operations of the contract.

5. <u>RESPONSIBILITY OF THE CONTRACTOR</u>

- I. 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.
- II. The contractor shall maintain offices at Delhi/ NCR with adequate staff, telephone and fax facilities round the clock during the currency of contract.
- III. In case of CNG vehicles, the vehicle provided should have company fitted CNG kit with proper entries in Registration Certificate.
- IV. The contractor shall provide Commercially Registered Vehicles on monthly and casual hiring basis only. The vehicles shall be provided at our 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.
- V. In case of vehicles leased on monthly basis as well as 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.
- VI. The hiring charges on monthly basis will be for 2200 kms. and 312 hrs with six days a week working. The day of weekly rest will be determined by using officer. The vehicle hiring on daily basis will be for hundred kilometer and twelve hours. The daily basis hired vehicles also may be used for out station journey.
- VII. In case of outstation journey, Rs. 300/- will be paid per outstation duty for 12 hrs. The night charges for vehicles hired on monthly and day-to-day basis will be Rs.150/- per night. (night hours will count from 2300 hrs to 0600 hrs).
- VIII. (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.

- IX. 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. All the cars shall have toolbox, first aid box, spares, fire extinguisher, torch, umbrella, etc.
- X. 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, should wear proper uniform and must carry a photo identify card provided by the Contractor/service provider apart from carrying mobile phone in working condition.
- XI. The vehicles sent to DFCCIL office on requisition by DFCCIL official must have all relevant documents like Registration Certificate/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. In addition to Delhi in case of local journey, the vehicles should conform to all Govt. rules and regulations in force from time to time which shall be ensured by the contractor/agency.
- XII. The driver should 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.
- XIII. Compliance of 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.
- XIV. 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.
- XV. No change of vehicle(s) or driver(s) will be allowed without the prior permission of DFCCIL
- XVI. 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. 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 neighboring States (Haryana, Punjab, Uttar Pradesh and Rajasthan) as well.
- XVII. 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.

- XVIII. All kinds of repairs/maintenance costs, charges of fuels, oil, lubricant, 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 all along the contract duration.
 - XIX. Parking charges, Toll Tax, DND charges, Passenger tax 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 for journey to NCR outside Delhi will also be reimbursed by DFCCIL.
 - XX. The contractor shall also provide a copy of all the necessary documents, viz. copy of the RC, Driver's License, Insurance Cover etc. at the time when a vehicle is leased through him on monthly/daily basis. Also any other relevant document relating to vehicle and its operation are to be submitted as and when desired by DFCCIL.
 - XXI. The contractor/service provider shall ensure that the antecedents of the driver reporting for duty are verified by Police and he is in possession of the same while on duty.
- XXII. 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 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.
- XXIII. Vehicles provided by the Contractor to DFCCIL shall use diesel / petrol /CNG only as specified against different categories 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 may be terminated besides invoking Contract Performance Guarantee and further action under the terms and conditions of the contract.
- XXIV. 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 insurance shall be maintained by the contractor at its cost.
- XXV. The vehicles leased 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.

- XXVI. 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.
- XXVII. 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.
- XXVIII. 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.
 - XXIX. 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.
 - XXX. Contractor shall in no case lease/transfer/sublet/appoint caretaker for services.
 - XXXI. 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 without the premises.

6. VEHICLE REQUISITIONING AND DUTY SLIP

(i) Booking of vehicles given by authorized DFCCIL Officials shall only be considered for purpose of payment. The Contractor shall maintain the duty slip/log sheet for every trip giving all the details viz. vehicle no., make, name and designation of user, reporting and releasing place, starting and closing kms, starting and closing time.

(ii) The duty slip/log sheet duly filled in should be got signed by the user. It should be ensured that there is no overwriting in the log sheets/duty slips. Tampering with the contents of the duty slips/log sheets would be viewed very seriously. In no case duty slip/log sheet without signature will be accepted for payment unless specifically intimated in advance.

7. 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.

8. EFFECT AND JURISICTION 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 of Delhi shall have exclusive jurisdiction in all matters arising out of and under this contract.

9. **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 MD/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.

SECTION-4

SPECIAL CONDITIONS OF CONTRACT

1. <u>PAYMENT TERMS:</u>-

(i) Bills for the supply of vehicles (monthly and daily hired) during a month complete in all respect shall be submitted by first week of the following month to Admin deptt. Payment shall be made only on presentation of the bill of all the vehicles alongwith log-sheets, duty slips.in original) duly verified by the concerned officer;

(ii) Parking charges, Toll Tax, DND charges, Passenger tax 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 for journey to NCR outside Delhi will also be reimbursed by DFCCIL.

(iii) 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.

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

(v) Service Tax as applicable shall be paid by DFCCIL as per Government policy.

(vi) 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.

(vii) The contractor shall give consent in a mandate form for receipt of payment through ECS/EFT/RTGS. 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.

(viii) It may be noted by the contractor that bills having cutting and over-writing in duty slips/logsheets shall not be entertained unless authenticated by the user.

2. <u>NON-PERFORMANCE OF THE CONTRACT CONDITIONS-PENALTY</u>

Penalty depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:-

S.no.	Description	Penalty
I.	"Vehicle provided by the contractor is not a commercial vehicle on any particular occasion (<i>Except for the situation</i> where the commercial vehicle was provided for duty 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

S.no.	Description	Penalty
II	Driver under the influence of Intoxicant	Rs.5,000/- per occasion.
III	Faulty/tempered meter	Rs.5,000/- per vehicle per
		occasion
IV	Vehicle not found clean and in perfect running	Rs.1,000/- per vehicle per
	condition with shining body, clean interior and	occasion
	good upholstery.	
V	Non functioning of AC.	Rs.1,000/- per vehicle per
		occasion
VI	In case of delay/non- reporting of vehicle for duty	Rs.1,000/- per vehicle per
	or withdrawal of a vehicle without providing	day.+ non-payment of
	replacement.	charges for the day.
VII	Driver not carrying relevant documents i.e. Driving	Rs.500/- per vehicle per
	Licence, RC, Insurance, Pollution certificate etc.	occasion.
VIII	Driver not in proper uniform	Rs.200/- per vehicle per
		occasion

(In addition to the penalties for offences at S.no.8 (I),8(II) &8 (III), the contractor shall have to replace vehicle/Driver immediately as applicable)

(i) In case the vehicle doesnot 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) However in case of recurrent violations of terms and conditions, the contract can be terminated as per termination clause with forfeiture of complete or partial security deposit, Performance guarantee and DFCCIL will not be responsible for losses/damages caused to the Contractor, consequent to the termination of Contract on account of non-performance.

(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). 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) form the market at risk and cost to the defaulting contractor (A).

3. PRICE VARIATION & QUANTITY VARIATION.

(i). 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.

(II) DFCCIL shall be at the liberty to increase/decrease the no. of vehicles required and the same shall be acceptable to the contractor.

(iii) 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 service provider 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.

(iv) The additional charges payable to the contractor per hour for usage of vehicle beyond 2200 kms/312 hrs subject to 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, the per hr rates mentioned in above para shall be increased by 5% every 12 months over the previous 12 months rate.

4. The distribution of work (Quantum, area of operation etc) amongst the empanelled contractors shall be decided by DFCCIL. However, inter – changeability of areas of operation by the empanelled contractors can be agreed to by DFCCIL provided one contractor requests and the other agrees to it.

5. In case of vehicles hired on a monthly basis are used for a part of the month, the prescribed monthly limit of 2200 kms/312 hrs shall be proportionately reduced for the purpose of payment to the contractor.

TO BE SUBMITTED BY THE BIDDER ALONGWITH THE TENDER DOCUMENT

S.no.	Particulars	
1.	Name, Address, Phone Nos, Fax Nos, email id, website of the bidder	
2.	Whether Sole proprietor/ Partnership/Private Ltd/Public Ltd.	
3.	Name, Designation, Address and Phone Nos. of the contact person	
4.	Annual Turnover FY 2012-13 FY 2013-14 FY 2014-15	
5.	Year of commencement of business	
6.	Past experiences of providing vehicles on hire to Govt. departments/PSUs/Autonomous bodies under Government of India.	
7.	Weather the firm has been blacklisted by any govt. department/PSUs.	

Dated:

Authorized Signatory

Official stamp of the Bidder.

S.no.	Description	Number of vehicles
1.	Premium	
2.	Luxury	
3.	Spacious	
4.	Medium	
5.	Economy	

Details of different segment of vehicles owned.

Details of vehicles mentioned above along with copies of Registration certificates, Insurance, Fitness, Permit.

S.No.	Registration No.	Regd. in name	Model	Make
		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

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

Bidder's Name.....

On the letterhead of the Department issuing the certificate.

Performa for Experience Certificate To whomsoever it may concern

M/s. has supplied vehicles on hire basis to this department under agreement No. dated dated

Details of this work executed by M/s. are as under :-

1.	Name of work	:
2.	Agreement / contract No. and date	:
3.	Type of vehicles supplied	:
4.	Date of start of work	:
5.	Actual date of completion of work	
	(if contract has been completed)	:
<mark>6.</mark>	Awarded value of the contract	:
7.	Actual value of work done	
	(If contract has been completed)	:
8.	Value of work done	
	(for ongoing contract):	
	Billing for FY 2013-14	:
	Billing for FY 2014-15	:
	Yr 2015- till date	:

9. Performance of the contractor :

Name & Signature of the officer with telephone number alongwith seal of Dept. and Ph.no.

(Note:- In case of more than one work, separate certificates should be provided for each work)

FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/company who is issuing the Power of Attorney)

We, M/s-------(Name of the firm/company with address of the registered office) hereby constitute, appoint & authorize Mr/Ms------(Name & residential address) who is presently employed with us & holding the position of ------as our Attorney to do in our name & our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work------(name of work), including signing & submission of information/documents & generally do represent us in all the dealings with DFCCIL or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Contract Agreement is entered into with DFCCIL & thereafter till the expiry of the Contract Agreement.

We hereby agree to ratify all acts, deeds & things lawfully done by our said Attorney pursuant to the Power of Attorney & that all acts, deeds & things done by our aforesaid Attorney shall & shall always be deemed to have done by us.

Dated this the-----day of -----20

(Signature & name of authorized signatory)

(Signature & name in block letters of all the remaining partners of the firm, Signatory for the Company)

Seal of firm/Company	
Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:
Noto	

Note:

-To be executed by all the members individually.

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any laid down by the applicable law & the charter documents of the executants(s) & when it is so required the same should be under common seal affixed in accordance with the required procedure.

Check List of documents to be submitted with the Bid.

S.no.	Particulars	Yes/No.
1.	Tender document Fee of requisite amount in the prescribed form, if Tender document is downloaded from the website	
2.	Earnest Money of requisite amount in the prescribed form separately for different segments.	
3.	Original power of attorney of the person signing the tender documents or photocopy duly attested by Notary Public as per Annexure-III)	
4.	The Covering Letter as per format.	
5.	All pages of tender document with all addendums/corrigendum duly signed and stamped by the bidder.	
6.	Self-attested copy of Partnership Deed / Article of Association/ ownership certificate/ Certificate of Incorporation.	
7.	Details of vehicles owned by the bidder alongwith copies of RCs, fitness, Insurance certificate as per Annexure-I.	
8.	Details of work done during last three years as per certificate given in Annexure-II.	
9.	Self attested copies of PAN No., TAN No.	
10.	Copies of Balance sheets for FY 2012-13, 2013-14, 2014-15 or self attested Income tax certificate	

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Bidding Sheet

SEGMENT -1.

		МС	ONTHLY	HIRED VEH	DAILY HIRED VEHICLES			
S.no.	Type of vehicle	Rate per month /vehicle with one weekly rest (2200 km /312 hrs)	Qty per month	Rate /km/vehicle for additional kms beyond 2200 kms	Estimated value of work for vehicles hired on monthly basis for the duration of two years	vehicle (100km	Rate /km /vehicle for additional kms beyond 100 kms	Estimated value of work for vehicles hired on daily basis for the duration of two years.
1	2	3	4	5	6	7	8	9
А.	Premium	Rs.56,213/-	01	Rs.19/-	Rs.14,40,312/-	NA	NA	NA
В.	Luxury	Rs.49,743/-	05	Rs.17/-	Rs.63,77,160/-	Rs.2,070/-	Rs.17/-	Rs.2,12,880/-
C.	Spacious	Rs.48,495/-	02	Rs.16/-	Rs.25,19,760/-	Rs.1,958/-	Rs.16/-	Rs.30,08,880/-
	TOTAL		08					

Estimated value of Work for Segment 1= Rs.1,35,58,992/-

The bidder is required to quote a _____% above/below in figures and words for this segment. The percentage quoted by the bidder shall be applicable on the rates mentioned in column-3, 5, 7 & 8.

Notes:-

- 1. The additional per hour rate for usage of vehicle is given in Para 3 (Section-4) Special conditions of Contract.
- 2. Rates will be subject to Price variation clause as mentioned in Para 3 (Section-4) of Special Conditions of Contract..
- 3. The description of vehicle i.e. make, type of fuel, model etc. are given in Section-2 "Scope of Work"
- 4. Above rates shall be inclusive of all taxes (except service Tax) which are required to be paid by the contractor.
- 5. Premium vehicles on daily basis are not required. Therefore rates are not indicated.

Signature & Stamp of the Bidder.

Bidding Sheet

SEGMENT -2.

		MO	NTHLY	HIRED VI	EHICLES	DAILY HIRED VEHICLES		
S.no.	Type of vehicle	Rate per month /vehicle with one weekly rest (2200 km /312 hrs)	Qty per month	Rate /km/vehicle for additional kms beyond 2200 kms	Estimated value of work for vehicles hired on monthly basis for the duration of two years	day / vehicle	Rate /km /vehicle for additional kms beyond 100 kms	Estimated value of work for vehicles hired on daily basis for the duration of two years.
1	2	3	4	5	6	7	8	9
1	Medium	Rs.35,841/-	40	Rs.12.00/-	Rs.3,52,71,360/-	Rs.1,623/-	Rs.12.00/-	Rs.16,44,480/-

Estimated value of Work for Segment 2= Rs. 3,69,15,840/-

The bidder is required to quote a _____% above/below in figures and words for this segment. The percentage quoted by the bidder shall be applicable on the rates mentioned in column-3, 5, 7 & 8.

Notes:-

1. The additional per hour rate for usage of vehicle is given in Para 3 (Section-4) Special conditions of Contract.

2. Rates will be subject to Price variation clause as mentioned in Para 3 (Section-4) of Special Conditions of Contract.

3. The description of vehicle i.e. make, type of fuel, model etc. are given in Section-2 "Scope of Work"

4. Above rates shall be inclusive of all taxes (except service Tax) which are required to be paid by the contractor.

Signature & Stamp of the Bidder

Bidding Sheet

SEGMENT 3.

		MON	THLY H	IRED VEI	HICLES	DAILY HIRED VEHICLES		
S.no ·	Type of vehicle	Rate per month /vehicle with one weekly rest (2200 km /312 hrs)	1	Rate /km/ vehicle for addition al kms beyond 2200 kms	Estimated value of work for vehicles hired on monthly basis for the duration of two years	day / vehicle (100km	Rate /km /vehicle for additional kms beyond 100 kms	Estimated value of work for vehicles hired on daily basis for the duration of two years.
1	2	3	4	5	6	7	8	9
	Economy	Rs.28,158/-	22	Rs.10/-	Rs.1,53,47,424/-	Rs.1,229/-	Rs.10/-	Rs.10,80,360/-

Estimated value of Work for Segment 3= Rs. Rs.1,64,27,784/-

The bidder is required to quote a _____% above/below in figures and words for this segment. The percentage quoted by the bidder shall be applicable on the rates mentioned in column-3, 5, 7 &8.

Notes:-

1. The additional per hour rate for usage of vehicle is given in Para 3 (Section-4) Special conditions of Contract.

2. Rates will be subject to Price variation clause as mentioned in Para 3 (Section-4) of Special Conditions of Contract..

3. The description of vehicle i.e. make, type of fuel, model etc. are given in Section-2 "Scope of Work"

4. Above rates shall be inclusive of all taxes (except service Tax) which are required to be paid by the contractor.

Signature & Stamp of the Bidder