

Request for Proposal
For
Selection of Agency for providing Cars on Rental
Services

Tender Ref. No. 2(11)/2010-Admin dated 04th November 2016



EdCIL (India) Limited
(A "MINI RATNA" Govt. of India Enterprise)
'Ed.CIL House', Plot No. 18A, Sector – 16A
NOIDA – 201301 (UP), INDIA
Tel: 0120 - 2512001 – 006, Fax: 0120 – 2515372



EdCIL (India) Limited
(A Government of India Enterprise)
(A Mini Ratna Company)

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

Request for Proposal
for Selection of Agency for providing Cars on Rental Services

Tender Ref. No. 2(11)/2010-Admin dated 04th November2016	
Place for opening of the bid	Convention Hall EdCIL (India) Limited (EdCIL) [A Government of India Enterprise) EdCIL House, 18-A, Sector-16-A NOIDA - 201301 (Uttar Pradesh), India
Last Date & Time of Submission of Bid	25 th November2016 upto 1500 hrs
Date & Time of Opening of Technical Bid	25 th November 2016 at 15.30 hrs

Cost of Tender Document:
Rs.1,000/- (Rupees One Thousand Only)

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

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Introduction

EdCIL (India) Limited, a **Mini Ratna CPSE** (Central Public Sector Enterprise), was incorporated in 1981, under the Ministry of Human Resource Development. It is an ISO 9001:2008 & 14001:2004 Certified Company. It is a continuously dividend paying and profit making company and the only PSU (Public Sector Undertaking) under Ministry of Human Resource Development to serve the education sector.

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

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

EdCIL requires hiring of approx. 22 Vehicles on monthly basis and average 1 to 2 vehicles on daily basis for EdCIL officers posted in offices located in Delhi/NCR. **However EdCIL often requires vehicles on bulk basis also.**

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

CHAPTER - 1
ABBREVIATIONS & DEFINITIONS

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

CHAPTER - 2

INVITATION FOR THE BIDS

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

Sealed Tender for providing cars on rental services in **two packet system** addressed to Deputy Manager (HR & Admn), EdCIL (India) Ltd, 18A, Sector-16A, Film City, NOIDA-201301 may be submitted/dropped in the Tender box kept for the purpose at the Reception of EdCIL Corporate Office NOIDA, not later than **1500 Hours on 25th November2016**. Tender received through fax or email will summarily be rejected.

EdCIL reserves the right to reject/accept the bids offered against the above tender based on requirement basis. However, the rates finally fixed by EdCIL shall be acceptable to agency.

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

Bids are invited from Indian registered company/ Limited Liability Partnership (LLP) engaged in the field of Car Rental Services for the last five years.

The Tender document can be downloaded from the website of EdCIL (India) Limited at www.edcilindia.co.in or from the site of Central procurement portal <http://eprocure.gov.in>.

CHAPTER - 3

Schedule for invitation to Tender

1.	Name and address of the issuing office	EDCIL (India) Ltd. Plot No. 18A, Sector-16 A Noida-201308 (U.P.)
2.	Submission of RFP Document and Contact person	DM (HR & A) EDCIL India Ltd. Plot No. 18A, Sector-16 A Noida-201308 (U.P.)
3.	Date of issue of notification	04th November2016
4.	Date of availability of Bid document on website www.edcilindia.co.in	04th November2016
5.	Date of Pre-Bid meeting (For online query please mention “Bid Query for Car Rental Services” in the subject line)	17th November2016
6.	Last date for submission of reply of Bid Query	18th November 2016
7.	Last Date and time for submission of bids	25th November2016 (upto 1500 hrs.)
8.	Date and time of opening of Bids	25th November2016at 1530 hrs
9.	Date and time of opening of Financial Bid	To be informed separately.
10	Place of opening of Bid Document	EDCIL (India) Ltd. Plot No. 18A, Sector-16 A Noida-201308 (U.P.)

CHAPTER - 4

INSTRUCTIONS TO BIDDERS

1. Procedure for preparation and submission of bids

- 1.1. The Request for Proposal (RFP) will have two packet system for the scope of the work:
 - a) Technical Bid consisting of all Technical details along with commercial terms and conditions.
 - b) Financial Bid indicating item wise price for the items mentioned in the bid.
- 1.2. The technical bid and financial bid should be sealed by bidder in separate cover duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed as Hiring of vehicles for EdCIL on monthly and daily basis in Delhi/NOIDA.
- 1.3. Technical bid should not include any financial information. Technical bid containing financial information shall be declared non responsive and shall be disqualified.
- 1.4. The cover thus prepared should also indicate clearly the name and address of the bidder to enable the Bid to be returned unopened in case it is received "Late" or due to any other reason.
- 1.5. The RFP received late and declared late by the Bid Evaluation committee after the last date and time for receipt of RFP prescribed in the bid document or otherwise shall be rejected and/or returned unopened to the Bidder.
- 1.6. Each copy of the bid should be a complete document with Index & page numbering and should be bound as a volume. Different copies must be bound separately.
- 1.7 Technical bid, financial bid, bid fee and Earnest money must be prepared as per instructions provided in this section.
- 1.8 Bidder should take into account any corrigendum published on the tender document before submitting their bid.
- 1.9 Bidders are advised to go through the tender advertisement and the tender document carefully to understand the document required to be submitted as part of the bid.
- 1.10 As part of the bid, the bidder should provide the Technical and financial bid as follows:
 - a) bidder has to pay the bid fee for Rs.1000/- (Rupees One Thousand

only) in favour of **EdCIL India Ltd.** “Payable at **Noida (U.P.)** in the form of Demand Draft, failing which the bid will be rejected.

- b) The Bidder must furnish Demand Draft for Earnest Money for Rs.3,00,000/- (Rupees Three Lacs only) in favour of **EdCIL (India) Ltd.** “Payable at New Delhi/**Noida (U.P.)**, failing which the bid will be rejected.

2. Assistance to Bidders

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

3. Cost of the tender

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

4. Content of the tender

The tender document mainly consists of:

1. Invitation for bids
2. Instructions to bidders
3. Scope of work
4. Special Terms and Conditions
5. Proposed Contract Terms
6. Technical Bid
7. Financial Bid

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

5. Clarification on tender

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

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

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

6. Amendment in Tender Document.

6.1. At any time up to the last date for receipt of RFP, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.

6.2. The amendment will be notified on EdCIL website and by e-mail to the prospective Bidders/organizations who have received the Bid Documents and will be binding on them.

6.3. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their bids, EdCIL may at its discretion, extend the last date for receipt of Bids and/or make other changes in the requirements set out in the tender.

7. Language of RFP

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

8. Documents comprising the bid

The bid prepared by bidder shall comprise the following components:

A. Technical Bid must comprise the following:

- i) Letter of Proposal submission
- ii) Bid fee
- iii) Earnest Money
- iv) Bidder's experience
- v) Certificate of Incorporation
- vi) PAN No. and Service Tax Registration Certificate
- vii) Certificate of Annual Turnover duly verified by CA
- viii) Undertaking that the bidder is not blacklisted

ix) Complete list of inventory of car/vehicles with garages in Delhi/NCR.

B. Financial Bid comprise the following:

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

9. Bid Prices

9.1 The bidder shall quote the prices in INR and as per the proforma prescribed for services it proposes to provide under the contract. In absence of price information, a bid may be considered incomplete and summarily rejected.

9.2 The bidder shall prepare the bid based on the details provided in this tender document. The bidder shall carry out all the tasks in accordance, with the requirement of the tender document and it shall be the responsibility of the bidder to fully meet all the requirements of the tender document.

9.3 Price quoted must be service provider and final and shall not be subject to any upward modifications, on any account whatsoever. The bidder shall therefore indicate the price in prescribed proforma enclosed with the bid.

9.4 The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, levies, service tax and other charges as may be applicable in relation to the activities proposed to be carried out. However, should there be any increase/decrease in the service tax during the tendering process or during execution of the project, it will be adjusted accordingly.

10. Authorized Signatory

10.1 The bid document should be signed by the authorized representative of the bidder.

10.2 The certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid.

11 Period of Validity of Bid

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

12 Last date and receipt of Bid

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

13 Late Bid

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

14 Address for Correspondence

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

15 Preliminary examination

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

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

16 Earnest Money (EMD)

16.1 The bidder shall furnish along with bid an Earnest Money amounting to Rs. 3,00,000/- (Rs. Three lakhs only) in the form of Demand Draft in favour of EdCIL India Limited payable at Noida.

16.2 Bids received without EMD shall be summarily rejected. However, those bidders who wish to apply again and have already submitted EMD in response to our discharged tender ref. No 2(11)/2010 dated 14/07/2016 need not submit EMD again.

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

16.4 Successful bidder shall be required to submit the Performance Bank Guarantee (PBG) @ 10% of the value of the work within 10 days of issue of LOA.

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

- a) The bidder withdraws its proposal during the bid validity period.
- b) The bidder does not respond to the requests for clarification of its proposal.

- c) The bidder fails to provide required information during the evaluation process.
- d) In case of successful bidder, the said bidder fails to sign the agreement in time and/or furnish required Performance Bank Guarantee.

17 Pre-bid conference

The bidder or his official representative is advised to attend a pre-bid conference on **17.11.2016 at 1500hrs.** at the office of :

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

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

The bidder is requested to submit any query in writing by email followed by post copy in confirmation so as to reach EdCIL **not later than 17.11.2016.**

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

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

18 Overall bid Evaluation Process:

- a) Evaluation criteria will be based on meeting the technical qualification (including eligibility criteria) and subsequently evaluation of financial bid. The evaluation shall consist of following phases:
 - i) Phase I – Evaluation of Technical bid
 - ii) Phase II - Evaluation of Financial bid following QCBS Method

- b) It is mandatory for the bidder to qualify all the Technical qualifications (including eligibility criteria) to be technically qualified and for being considered for opening of their Financial Bid and evaluation thereof.

19 Phase I : Evaluation of Technical Bid:

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

19.2 Eligibility Criteria :

S. No.	Qualification	Documentary Evidence to be attached
1	The bidder should be an Indian registered company/ Limited Liability Partnership (LLP) engaged in the job of car rental services for minimum of 5 years in India as on 31 st March 2016. Consortium of companies/ service providers is not allowed.	Certificate of incorporation or Certificate of Commencement be enclosed.
2.	The agency should have fleet of at least 100 vehicles as on 31.03.2016.	A List showing Registration details of all vehicles holding on 31 st March 2016 duly certified by authorised signatory to be submitted.
3.	The Bidder must have successfully completed at least 1 work of Rs. <u>60 lakhs/ 2 work of 35 Lakh</u> each during the last three financial years as on 31 st March 2016, out of which at least <u>one project</u> should be from Govt. Sector/ PSUs/ Autonomous Bodies.	Copy of work orders and Completion certificate.
4.	The Bidder should have Average Annual turnover of at least Rs 5 crores during the last three financial years as on 31.03.2016.	A certificate of Turnover from Chartered Accountant with self-attested audited balance sheet.
5.	The bidder should neither have been debarred nor blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law.	Declaration as per proforma The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/-)

6.	The bidder should be based at Delhi/NCR.	Details of office address duly attested by authorised signatory be submitted.
7.	The Bidder should be registered for statutory requirements, and Service Tax authorities, and concerned Tourist / Transport Authorities.	Copy of PAN, Service Tax Registration No. should be enclosed.

19.3 Technical bids will also be evaluated with the documents mentioned against each and only those bidders who qualify in the technical process of verification of documents shall be allotted marks as detailed below.

19.4 Further, technical bids shall be evaluated as per following matrix:

S. No	Technical Parameters	Max score	Documentary evidence to be submitted
1.	Average Annual Turnover of the Bidder during the last three (3) financial years as 31.3.2016 >= INR 25 Crores : (25 marks) >= INR 10 Crores and < INR 25 Crores : (20 marks) >= INR 5 Crores and < INR 10 Crores : (15 marks)	25	Audited balance sheets along with copy of CA certificate
2.	Bidder's should have a fleet of car during last 3 Financial Years. (FY 13-14 onwards) >= 300 : (25 marks) >= 250 and < 300 : (20 marks) >= 100 < 250 : (15 marks)	25	Statement of RC details of Vehicles duly signed by authorized signatory be submitted
3	Experience in car rental during last 3 Financial Years as on 31.3.2016 (in Lacs of Rs.) >= 125 lacs : (25 marks) >= 100 lacs and < 125 Lacs : (20 marks) >= 60 lacs and < 100 Lacs : (15 marks)	25	Copy of work order and completion certificate issued by client
4.	Total No. of drivers, where the rental services have been provided. >= 300 : (25 marks) >= 250 and < 300 : (20 marks) >= 100 < 250 : (15 marks)	25	List of Drivers with their DL No. Duly certified by authorised signatory
Total		100	

19.5 The Technical bid will be evaluated on the basis of criteria and weightage mentioned above by Tender Committee set-up by EdCIL.

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

20 Phase II - Evaluation of financial bids:

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

Final Proposal shall be given scoring as below

- a) The bidder who has quoted the lowest price will be assigned a score of 100 in the financial bid. The other bidders will be allotted score relative to the score of bidder with the lowest quote as below:

$$Fs = 100 * FI / F$$

Where:

Fs = The financial score of the Financial Proposal being evaluated

FI = The price of lowest priced Financial Proposal

F = The quoted price of Financial Proposal under consideration

21 Combined QCBS Evaluation

The score of technical proposal including presentation would be given 70% weightage, and the financial proposal would be given 30% weightage. The weighted combined score of the Technical bid including presentation (Ts), and Financial proposals (Fs) shall be used to rank the bidders on the basis of formula given as below:

$$\text{Combined Score} = (70 \% * Ts) + (30 \% * Fs)$$

Bidder with highest Combined Score shall be declared selected Bidder.

In the event that two or more Bidders/organizations with same final score, the Bidder with more marks in technical evaluation shall be selected

CHAPTER - 5

SCOPE OF WORK

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

Car Segment	Car model belonging to the segment	Requirement on monthly basis	Requirement on daily basis
Small	Suzuki Alto, Hyundai i10, Santro, Tata Indica, Maruti Zen, Toyota Liva, Maruti Swift, ritz	8	1-2
Mid	Tata Manza, Tata Indigo, Hyundai Accent, Ford Ikon, Nissan Sunny, Toyota Etios, Mahindra Verito, Tata Manza, Maruti Swift Dezire,	8	1-2
Large	Maruti SX4, Hyundai Verna, Honda City, Tata Safari, VW Vento	6	1-2
MUV/ SUV	Toyota Innova, XUV 500, Chevrolet, Tavera, Mahindra Xylo, Mahindra Scorpio, Renault Duster, Maruti Ertiga		1-2

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

Quality standard

Service to be provided:

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

Vehicle :

- i) Should not be more than one year old on the date of submission of bid**
- ii) Should be Diesel/CNG/Petrol Cars. No Car that is running on LPG shall be accepted by EdCIL.
- iii) Neat and clean**
- iv)** registered as commercial vehicles,
- v)** Regularly serviced and maintained.
- vi)** Should be without mechanical noise
- vii)** Fulfilling compulsory requirement of Transport department eg. Pollution under control certificate, fitness certificate, road tax, taxi permit etc.

Driver:

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

Agency :

- i) Should provide details of the vehicle, as per the request received for booking at least 4 hours prior to reporting.
- ii) Vehicle details for advance booking i.e. one day before reporting before closing of office (1800 Hrs).
- iii) The bookings given within 4 hour of reporting the details should be shared immediately.

Hiring on Monthly basis:

As per monthly requirement, the vehicles will be requisitioned for officers at their residence and offices located in Delhi/NCR (the details to be provided at the time of LOA).

Hiring on Daily basis:

Hiring of vehicle on daily basis is as per requirement

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

Note:

1. Vehicle asked for categories like Small, Mid, Large or MUV/SUV should be provided as per the booking, failing which the payment will be restricted for the vehicle for which the original booking was made, subject to a similar or higher category vehicle provided. No lower category vehicle should be supplied in any case.
2. The agency should provide information like Vehicle Number, Chauffeur Name, and Mobile Number in advance while booking is passed on to the agency 12 hours or more in advance. However when booking is given on short notice the agency should immediately inform about the availability of the vehicle and detail of the vehicle deputed.
3. Vehicle utilized over 4 hour shall be considered for payment of 8 hour 80 Km. The Rates for Vehicle utilized for 4 hour 40 Km will be half of the 8 hour 80 KM rates, however the rates applicable for extra KM will be same.

CHAPTER – 6

Special Conditions

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

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

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

Vehicle hired on daily basis – shall be counted from the place of reporting, which can be residence/office or any other place of duty.

Vehicle hired on Monthly basis – shall be counted from the place of reporting, which can be residence/office or any other place of duty to the ending place where the officers relieves the vehicle.

(No Dead Mileage / Extra time will be allowed from/to the place of garage.)
7. **Type of Vehicles:** The agency shall provide Diesel/CNG/Petrol Cars. No Car that is running on LPG shall be provided to Ed.CIL
8. **Insurance of Vehicles:** All vehicle provided to Ed. CIL should be covered under vehicle Insurance policy. The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. EDCIL shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/ claim falling on EDCIL, the same shall be reimbursed / indemnified by the Service Provider.
9. **Accuracy of Meters** will be checked periodically by any authorized officer of EDCIL and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those

undertaken earlier) would be adjusted, besides any other penal action as decided by EDCIL, which may even lead to termination of Contract.

10. **Miscellaneous Conditions:** Service Provider should comply with the following:
- (i) **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
 - (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers from Local Govt. offices.
 - (iii) **Documents of vehicles-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorised person of the EDCIL and will be subject to scrutiny.
 - (iv) **Uniforms-**Agency should provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty. All the drivers should be in neat and clean uniform and equipped with mobile phones for all types of vehicles.
 - (v) **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI Code, Service Tax, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, within one month of commencement of Contract.
 - (vi) **Govt. Tax / Levy / Duty** other than Service Tax for plying the vehicles in Delhi / NCR will be borne by the Service Provider.
 - (vii) **Other State Tax:** viz for Delhi number vehicle reported at Delhi and guest desire to visit in NCR (other than Delhi) the tax will be borne by EdCIL however. If Delhi number vehicle report at NCR other then Delhi will be borne by the agency.
 - (viii) **Parking / Toll Charges**, if any, may be claimed by Producing valid parking / Toll slips.
 - (ix) **Drivers Licences:** Attested copies of valid driving licenses during the currency of the contract should be submitted at the beginning of the contract.
 - (xi) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
 - (xii) **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider and should ensure that at the opening and end of duty; the duty slips are completed and signed by the users.
 - (xiii) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of EDCIL officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
 - (xiv) The driver should also have sound knowledge of car mechanism so that he can attend to minor repairs and should be well conversant with roads and routes in Delhi. Road Map of Delhi should normally be available in the Car.

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

11. Debarring Conditions:-

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

12. EdCIL will not have obligation:-

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

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

- 1. The Agencies shall ensure proper discipline among his/ her workers and further ensure that they do not indulge in any unlawful activity. Employment of child labour is strictly prohibited under the law. Therefore, the Agencies

will not employ any child and should deploy workers who are above 18 years of age. The Agencies shall be personally responsible for conduct and behaviour of his staff and any loss or damage to EdCIL's moveable or immovable property due to the conduct of the Contractor's staff shall be made good by the contractor. **The decision of the EdCIL's designated officer in this regard shall be final and binding on the Contractor. The Agencies shall take all reasonable precautions to see that all the staff deputed by them are civil, sober and honest in their dealings with the staff of EdCIL. That the Agencies shall employ in his service only such persons whose antecedents have been verified.**

2. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the EdCIL by any individual, agency or government authority due to acts of the Contractor, the Agencies shall be liable to make good/ compensate such claims or damages to the EdCIL. As a result of the acts of the Contractor, if the EdCIL is required to pay any damages to any individual, agency or government authority, the Agencies would be required to reimburse such amount to the EdCIL or the EdCIL reserves the right to recover such amount from the payment(s) due to the Agencies while settling his/her bills or from the amount of Security Deposit of the Agencies lying with the EdCIL.
3. The Agencies shall ensure compliance of all laws relating to Motor Vehicle Act including cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
4. The Agencies shall at all times keep indemnified the Principal Employer, namely, EdCIL, and its officers and designated concerned staff for and against all third agency claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Agencies shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, Employees Provident fund Act, or any other Act/Rules in force from time to time.
5. The Agencies shall provide sufficient sets of Uniforms with name badge fixed with uniform and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
6. The Agencies shall not appoint any sub-Agencies to carry out his obligations under the contract.
7. The successful bidder will have to enter into an agreement with the EdCIL before commencement of contract on the terms and conditions prescribed in the agreement.
8. **Compliance of Statutory obligations:** Agencies shall be obligated to comply with whole of the statutory obligations and regulations there under as applicable from time to time and maintain currency of Licenses at all times during the performance of services pursuant to award of work hereunder.

9. The workers employed by the Agencies shall be directly under the supervision, control and employment of the Agencies and they shall have no connection what-so-ever with EdCIL. EdCIL shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against EdCIL for employment or regularization of their services by virtue of being employed by the Contractor, against any temporary or permanent posts in EdCIL.
10. The Agencies shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the EdCIL.

CHAPTER - 7

Proposed Contract Terms

1) Income Tax/ Service Tax Registration Certificate

PAN and Service tax registration No. should be quoted.

2) Contract Documents

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

3) Language

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

b) The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) Notices

a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch.

b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

5) Applicable Law

a) The contract shall be interpreted in accordance with the laws of the Union of India.

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

6) Deliverables

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

7) Period Of Contract

Initially the contract will be for 2 (Two Years) extendable further two years on yearly basis subject to satisfactory services certified by the authorised officials of Edcil, on mutual agreed terms and conditions.

8) PAYMENT TERMS

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

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

10) Confidentiality

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

11) Performance Security

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

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

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

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

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

12) Consortium

No consortium will be entertained by EdCIL.

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

Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them shall render the Bidder liable to the imposition of penalty (LD) @ 0.5% of the order value for each week or part thereof subject to maximum of 10% of the order value, unless an extension of time is agreed upon.

14) Termination

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

a) Termination of The Contract

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

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or

- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or
- vii. Performance is not satisfactory; or
- viii. If the Service Provider obtains the contract with EdCIL with illegal manner;
- ix. Information submitted/furnished by the contract are found to be incorrect.
- x. The above shall be without prejudice to EdCIL's other rights under the law.

b) Consequences of Termination

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

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

c) TERMINATION FOR CONVENIENCE

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

15) Legal Liability

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

16) Settlement of Disputes

General: If any dispute arises between the Service Provider and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service

Provider on the points of dispute. The representation so received shall be examined by Competent Authority in EdCIL. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.

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

17) Arbitration:

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

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

18) Reservation of Rights:

EdCIL reserves the right to:

- a. Extend the Closing Date for submission of the Proposals
- b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the EdCIL Website <http://www.edcilindia.co.in>.
- c. Seek information from the Bidders on any issue at any time.
- d. To accept any bid or reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited.
- e. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals or midway during currency of the agreement.
- f. Seek the advice of external consultants/experts to assist EdCIL in the evaluation or review of proposals.
- g. Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.
- h. Reproduce for the purposes of this Procedure the whole or any portion of

the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

19) Suspension

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

Shall specify the nature of the failure and

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

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

20) Force Majeure

- Notwithstanding anything contained in the Bid Document, the Service Provider shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

- For purposes of this clause "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of EdCIL, regarding Force Majeure shall be final and binding on the Bidder.

- If a Force Majeure situation arises, the Service Provider shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. EdCIL may, terminate this agreement by giving a written notice of a minimum 15 days to the Service Provider, if as a result of Force Majeure; the Service Provider is unable to perform a material portion of the services for a period of more than 30 days.

21) Indemnity

In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the exemplary/ punitive/recoveries, as per the

provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arise out of the contractual obligation.

22) Special Terms and Conditions

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

Annexure 1
Bid Form

I. Addressed to

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

II. Tender Ref. No. 2(11)/2010-Admin Dated:

III. Other related details: -

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

- IV. The Tender document fee amounting to Rs. 1000/- (Rupees One Thousand Only) and EMD for Rs. 3,00,000/- (Rs. Three lakhs only) have been remitted vide DD/ Banker's cheque No._____ dated _____ in favour of EdCIL (India) Limited, Payable at, NOIDA, India.
- V. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- VI. The prices for the services as prescribed in financial document are given separately in the financial bid.
- VII. Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- VIII. The rates quoted are applicable up to period of contract from the date of opening of bid. The validity can be extended with mutual agreement.
- IX. No Advance payment shall be made. Payments shall be made as per payments terms.
- X. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

IV. Details of Vehicle available

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

**Attach documentary evidence of registration, income tax, service tax etc.*

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

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

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

To

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

Sir,

Subject: Selection of Service providers/Agency for Car on Rental Services

This bears reference to 2(11)/2010-Admin dated 04th November 2016. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

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

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

The above document is executed on ___/___/2016 at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:
Place:

SELF-DECLARATION - NON BLACKLISTING

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

To,

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

Sir,

In response to the Tender 2(11)/2010-Admin dated 04th November 2016 for Selection of Service providers/Agency for **Selection of Agency for providing Cars on Rental Services**, I/We hereby declare that presently our Company/Service provider _____ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

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

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure - 4

Turnover Statement

Sl. No.	Financial Year	Annual Turnover of bidder
1.	2013-14	
2.	2014-15	
3.	2015-16	

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

Annexure - 5

Details of Past Experience:

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

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

Power of Attorney:

Know all men by these presents, we..... (name of service provider and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney

(hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project, proposed to be developed by the (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

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

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF2016.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

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

Notarised

Accepted

.....

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

Notes:

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

Letter of Proposal Submission of Financial Bid:

To: [Name and address of the employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [insert title of assignment/job] in accordance with your Request for Proposal [insert date] and our proposal. We are hereby submitting our proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelop.

We are submitting our proposal in association with [insert a list with full name and address of each associated consultant]. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained it may lead to our disqualification.

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

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

We remain.

Yours sincerely,

Authorized Signature (In full and initials)

Name and title of the Signature:

Name of the Service provider:

Address:

Annexure 8

Financial Bid

Rates on Day to Day basis

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

Vehicle utilized over 4 hour shall be considered as for payment of 8 hour 80 Km. The Rates for Vehicle utilized for 4 hour 40 Km will be half of the 8 hour 80 KM rates, however the rates applicable for extra KM will be same.

Maximum 8 Km Dead Mileage will be allowed to report the vehicle in Delhi/ NCR.

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

Rates on Monthly hiring basis.

Terms & Type Of Vehicle	Rates Offered		Terms & Type Of Vehicle	Rates Offered	
	Non – AC	AC		Non – AC	AC
Small size vehicle			Small size vehicle		
2500 KM / 26 Days/ 312Hours			2200 KM / 22 Days/ 264Hours		
Extra Km			Extra Km		
Extra Hour			Extra Hour		
Night Charges(Per Night)			Night Charges(Per Night)		
Extra Day			Extra Day		
Mid size vehicle			Mid size vehicle		
2500 KM / 26 Days/ 312Hours			2200 KM / 22 Days/ 264Hours		
Extra Km			Extra Km		
Extra Hour			Extra Hour		
Night Charges(Per Night)			Night Charges(Per Night)		
Extra Day			Extra Day		
Large size Vehicle			Large size Vehicle		
2500 KM / 26 Days/ 312Hours			2200 KM / 22 Days/ 264Hours		
Extra Km			Extra Km		
Extra Hour			Extra Hour		
Night Charges(Per Night)			Night Charges(Per Night)		
Extra Day			Extra Day		
SUV / MUV			SUV / MUV		
2500 KM / 26 Days/ 312Hours			2200 KM / 22 Days/ 264Hours		
Extra Km			Extra Km		
Extra Hour			Extra Hour		
Night Charges(Per Night)			Night Charges(Per Night)		
Extra Day			Extra Day		

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

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

Name of the Bank: -----

To

EdCIL (India) Ltd

PERFORMANCE GUARANTEE FORMAT

In consideration of the EdCIL acting through----- (Designation & address of Contract Signing Authority), (hereinafter called “EdCIL (India) Ltd”) having agreed under the terms and conditions of agreement/Contract Acceptance letter No.-----
-- dt Made between..... (Designation & address of contract signing Authority) and
..... (here in after called “the said Service Provider” for the work.....
(here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ ₹only)) as a performance security Guarantee from the Service Provider for compliance of his obligations in accordance with the terms & conditions in the said agreement.

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

2. We..... (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the Deputy Manager (HR & Admin), EdCIL (India) Ltd, Noida or ----- (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ .. (₹ Only).

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

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

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

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

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

(b) Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.

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

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

Dated: the day of for

(indicate the name of bank)

Signature of Banks Authorised official

Witness

(Name)-----

Designation with Code No. -----

1

Full Address-----

2.

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 2016, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the “BUYER”/ “EdCIL” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part
And

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the EdCIL proposes to procure services towards Preparation Of car rental service for EdCIL for the Period 2016- 17 To 2017- 18, for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the tender document No. /2016 dated.....2016.

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

NOW, THEREFORE,

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

Enabling the EdCIL to obtain the desired services as referred to in the tender documents No. dated2016 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the EdCIL

1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or

indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

3. Commitments of Bidders

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

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

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. **PREVIOUS TRANSGRESSION**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.

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

5. **EARNEST MONEY DEPOSIT**

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 3,00,000/- (Rs. Three Lacs only) as Earnest Money with the EdCIL through Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited.

5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.

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

6.0 **SANCTIONS FOR VIOLATIONS**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EdCIL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
- (x) Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7. **INDEPENDENT MONITORS**

- 8.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a *violation* of this Pact, he will so inform the Authority designated by the EdCIL.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 8.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EdCIL or its agencies shall be entitled to examine all the

documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **LAW AND PLACE OF JURISDICTION**

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

11. **OTHER LEGAL ACTIONS**

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

12. **VALIDITY**

12.1 The validity of this Integrity Pact shall be governed by the terms of the Tender No. 2(11)/2010-Admin **dated 04th November2016** towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.

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

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

EdCIL (India) Limited
Name of the Officer
OFFICER
Designation

BIDDER
CHIEF EXECUTIVE

Witness
1. _____ 1.

Witness

2. _____ 2.

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

Check List

S.No.	Descriptions	Whether submitted or not (Yes or No)
1	Letter of proposal signed and enclosed with the bid offer	
2	Demand draft of bid fee of Rs. 1000/- drawn in favour of EdCIL has been submitted	
3	Demand draft of EMD of Rs. 3,00,000/- drawn in favour of EdCIL has been submitted	
4	Bid Form in Annexure 1 has been submitted	
5	Letter of undertaking submitted	
6	Deceleration of non black listing submitted	
7	Turn over Statement duly approved by CA submitted	
8	Details of past experience submitted	
9	Power of attorney competent to sign the bid document submitted	
10	Signed copy of Pre contract integrity pact	
11	Financial Bid duly signed as per Annexure 8 submitted	
12	Signed copy of the tender document submitted	
13	Certificate of incorporation of company/business submitted	
14	Valid certificate for CMMi5 submitted	
15	Certificate for ISO 9001:2008 & 27001 submitted	
16	Cert-in certificate submitted	