



## Projects & Development India Limited

( A Govt. of India Undertaking )

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CIN:U74140UP1978GO1028629

### INVITATION TO BID

<b>To :</b>	<b>ITB Number</b>	11/PNMM/E/4709/2019-20/101151
<b>Open Vendor</b>	<b>Type of Bid</b>	Single Stage/Two Part
	<b>Type of Opening</b>	Public Opening
	<b>Date of Issue</b>	04.12.2019
	<b>Bid Closing Date</b>	18-12-2019 Time : 11:00:00 AM
	<b>Tech. Bid Opening Date</b>	19-12-2019 Time : 11:30:00 AM
	<b>Price Bid Opening Date &amp; Time SHALL BE ITIMATED LATER</b>	
	<b>Venue of Bid Opening</b>	PDIL, NOIDA
	<b>Earnest money Deposit</b>	RS 26,000/-
	<b>Tenure/Periodicity of Contract</b>	2YEARS, FROM THE DATE OF AWARD

Projects & Development India Limited (PDIL) is a Govt. of India Undertaking under the administrative control of the Dept.of Fertilizers,Ministry of Chemicals and Fertilizers. PDIL invites e-bids thro' CPP Portal for the under mentioned Job subject to the terms and conditions enclosed.

Sl. No	Material/HSN Code/ SAC Code	Description	Quantity	Unit
10	995469	ARC for hiring Taxi Per day Need Basis	1	AU

For & on behalf of  
Projects & Development India Ltd.

  
P. R. Sahu  
Addl. General Manager (MM)

**ITB No.: 11/PNMM/E/4709/2019-20/101151 Dated 04.12.2019**

**FOR**

**ENGAGEMENT OF CONTRACTOR FOR HIRING OF TAXI ON  
'PER DAY NEED BASIS' AT PDIL BHAWAN, NOIDA ON  
RATE CONTRACT BASIS.**

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**ANNEXURE-I**

**PRE- QUALIFICATION CRITERIA (PQC)**

**A. Pre-qualification Criteria (Technical)**

1. Bidder must have at least 2-3 vehicles, registered after January 2019 in the name of firm.

To meet the above Criteria, the bidders are required to submit copy(ies) of following documents:

Copies of Registration Certificates of vehicles in the name of the firm, PUC, Taxi Permit & Fitness Certificate.

2. Bidder must have experience of providing Taxi Services preferably in PSUs / Corporate Sector/ Central Govt. / State Govt. / Bank / Institutions during last 07 (seven years) ending last day of the month previous to the one in which Tenders/Bids are invited.

To meet the above Criteria, the bidders are required to submit copy(ies) of following documents:

- Work Order(s) / Contract(s)/Agreement(s)
- Completion/Performance Certificate(s)

**B Pre-qualification Criteria (Financial)**

Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March'2019 i.e. 2016-17, 2017-18 & 2018-19 should be at least Rs.6.0 Lakh.

To meet the above Criteria, the bidders are required to submit copy of Audited Annual Report (Balance Sheet and Profit & Loss account) or turnover certificate by a Chartered Accountant for the above mentioned period.

All the above relevant supporting documents meeting PQ Criteria shall be submitted duly signed & stamped.

**ANNEXURE-II**

**INSTRUCTION TO BIDDERS**

- 1.0 A bidder who intends to quote against this ITB may download the bidding document from PDIL website <http://pdilin.com> OR Central Public Procurement Portal <https://eprocure.gov.in/cppp> and submit the Bid complete in all respect as per terms & conditions of contract on or before the bid closing date and time. Bidder, in their own interest should submit the Bids well before the deadline. PDIL shall not be responsible for non-submission of Bid for any reason including last hour rush.
- 2.0 **Submission of Bids:** Bids shall be submitted as detailed below:
  - 2.1 Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>) only. **No other mode of Bidding shall be allowed.**
    - 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the **e-procurement / e-tender portal** is a prerequisite for **e-tendering**.
    - 2) Bidder should do the enrollment in the e-procurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email\_id. All the correspondence shall be made directly with the contractors/bidders through email\_id provided.
    - 3) Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
    - 4) Then the Digital Signature Certificate (Class II or class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any Certifying Authority recognized by CCA India on eToken / SmartCard, should be registered.
    - 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
    - 6) Contractor/Bidder may go through the ITB / tenders published on the site and download the required ITB documents/schedules for the tenders he/she is interested.
    - 7) After downloading / getting the ITB / Tender document/schedules, the Bidder should go thro’ them carefully and then submit the documents as asked, otherwise bid will be rejected.
    - 8) If there are any clarifications, this may be obtained online thro’ the tender site, or thro’ the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
    - 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken / SmartCard to access DSC.

- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11) From my tender folder, he / she selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, permitted. Bidder Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the sits, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. this will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
- 19) The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the

relevant columns. the Price Bid / BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.

- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). the TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. the bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during id submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 confidentiality technology is used. Date storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to [cppp-nic@nic.in](mailto:cppp-nic@nic.in).

**2.2 Bidders are required to submit their bids online under Two packets/folders as created at the CPP Portal as detailed below:**

**Folder/Packet 1: (Technical un-priced Bid)**

**This folder shall be uploaded with following documents**

- 1) Annexure-V Format of Bank Details (RTGS) for on line payment, all the details duly filled in.
- 2) Complete ITB documents duly signed & stamped in each page with "Deviations"/"Exception" sheet (if any) and all Annexure duly filled in.
- 3) **Price Confirmation Copy** - A copy of Priced offer (BoQ to be uploaded by Bidder in the Portal), keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and GST, shall be submitted.

- 4) Copy of Check List as Annexure-III enclosed, duly filled by the bidder making all the points clear and not leaving any voids.
- 5) Photo copy of PAN card.
- 6) GSTN of your company and HSN / SAC Code for the item / service against which bid is invited.
- 7) Any other document as per the requirement specified in the ITB

#### **Folder/Packet 2 : Price Bid**

Bidder shall fill the price/Rate in the BoQ format (Price Schedule) after downloading it from CPP Portal. Before filling the Price in downloaded BoQ, Bidder must read the instructions given in Annexure-IV.

#### **3.0 Opening of Bids**

**Bids shall be opened online at CPP Portal using Bid openers' DSC.** Only Folder/Packet1 will be opened on Technical Bid Opening Date. Price Bids (Folder/Packet2) will be opened for only those bidders which Bid will be considered technically and commercially acceptable. **The Price Bid opening schedule shall be intimated at the Portal itself.**

#### **4.0 Evaluation of Bids**

Bids shall be scrutinized on Techno-Commercial parameters. Bids having unacceptable deviation may be rejected at this stage. However, clarifications shall be sought from bidder for any shortcoming found in their Bid at this stage.

The PRICE BID shall be opened only of those bidders who will be technically and commercially suitable.

#### **5.0 Price Evaluation Criteria**

- 5.1 Price evaluation of bids shall be done on the basis of price quoted by the bidders for all the items in the given Price Schedule (BoQ).

Incomplete Bid/partial quotation is liable for rejection.

The award shall be made on overall lowest (L1) bid subject to provision of Public Procurement (Preference to Make in India) Order 2017 and PPP for MSE-Order-2012 read with the respective amendment. **(Refer Clause No. 5.2 to 5.7 below)**

- 5.2 Public Procurement Policy For Micro & Small Enterprises (MSEs): Benefits shall be extended to bidder under the Policy as per guideline issued by Ministry of MSME's Order dt.23.03.2012 issued vide Gazette Notification no.503 dt.26.03.2012 and related subsequent circulars for Public Procurement Policy for Micro & Small Enterprises (PPP for MSE), shall be applicable subject to submission of copy of valid/active Udyog Aadhaar Memorandum / Registration Certificate.



5.3 Public Procurement (Preference To Make In India) Order 2017: Benefits shall be extended to bidder under the Policy as per guideline issued by DIPP's Order No.P-45021/2/2017-B-E-11 dt.15.06.2017 and Revision Order No.P-45021/2/2017-PP(BE-II) dt.28.05.2018 and related subsequent circulars for Public Procurement Preference to Make in India(PPP to MII), shall be applicable. Minimum Local Content shall be 50% for this tender. The bidder shall provide a declaration in the attached Format (Annexure-VIII) that the item offered meets the minimum local content as specified in tender and shall give details of the location(s) at which the local value addition is made. *In case the total quoted price (excluding GST) is up to Rs.10 crore the bidder is required to provide self-certification and In case the total quoted price (excluding GST) is more than Rs.10 crore, the bidder is required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of bidder other than companies).*

5.4 In case a bidder is eligible for seeking benefit under the Policy of PPP to MII-Order-2017 as well as PPP for MSE-Order-2012, then the bidder should categorically seek benefits against one of the two only i.e. either PPP to MII-Order-2017 OR PPP for MSE-Order-2012 policy. The option once exercised cannot be modified subsequently.

5.5 In case of participation of MSEs Vendor and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 bidder as per Public Procurement Policy and accordingly allocation/award of order will be made.

5.6 The enquired services are not splittable.

5.7 It may be noted that Government of India has implemented **Trade Receivable Discounting System (TReDS)** to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. PDIL is already registered on the below mentioned TReDS platform:

- M/s Receivable Exchange of India (RXIL), Mumbai.

**MSME Bidders are requested to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.**

#### 6.0 **Earnest Money Deposit (EMD):**

Earnest money deposit shall be submitted by way of Demand Draft/ Banker's Cheque only drawn on any Scheduled/ Nationalized Bank in favour of 'Projects & Development India Ltd', Noida. **Quotation/Bid without EMD may not be considered.** However, NSIC/MSE registered Companies are exempted from submission of EMD provided a valid Certificate in this regard is submitted.

6.1 EMD shall be refunded:

- To the unsuccessful bidders after acceptance of order by the successful bidder(s).
- To the successful bidder(s) after deposition of Security money/ confirmation by the Bank of the Security cum Performance Guarantee submitted by bidder

No interest shall be payable on EMD.

- 6.2 EMD may be forfeited without prejudice to any other right or remedy of PDIL including but not limited to following circumstances:
- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder  
OR
  - b) In the case of successful bidder, if the bidder fails to accept the order  
OR
  - c) If a bidder is found to have furnished Mis-representation or wrongful declaration/  
presentation of qualifying data and other facts in their Bid.

7.0 **Validity of Bids**

Prices quoted should remain valid for our acceptance for a minimum period of 90 days from the date of opening of technical bids. PDIL will not allow any revision in prices within validity period after sealed tender are opened.

- 8.0 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG/Security Deposit shall be liable to be forfeited.
- 9.0 Bidders are required to carefully go through the entire scope of ENQUIRY, terms and conditions, and other requirements before quoting. They should feel free to contact PDIL before submission of bid if they have any query on it. Once the bid is submitted, PDIL will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.
- 10.0 Bids shall be typed or written in indelible ink and must be free from corrections / erasing / overwriting etc. Any changes made must be authenticated with initial by the Bidder.
- 11.0 Bid shall be ideally in conformity to the Scope of supply/work along with all Terms & conditions, stipulated in the ENQUIRY. PDIL shall appreciate to receive a Bid having no deviation. However, under unavoidable circumstance, a Bidder may submit Deviations in a separate sheet, which PDIL at its own liberty may accept or reject. Deviations found elsewhere inside the Bid document shall not be considered. Deviations including condition(s), if any, found in the Price bid shall liable for rejection of a Bid in totality.
- 12.0 PDIL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. All bids in which any of the prescribed conditions are to be fulfilled or are incomplete in any respect are liable to be rejected. PDIL is at liberty to take any of the following actions in case of this ITB:
- a) to cancel the tender without reference to the bidders.
  - b) to postpone the due date and time.
- 13.0 Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though Project & development of India Limited may withdraw the enquiry/tender or reject all bids.
- 14.0 **SITE VISIT: Deleted**
- 15.0 **Bids submitted thro' FAX and e-mail will not be accepted.** No request from any bidder to PDIL to collect the bid from airlines, cargo agents etc. shall be entertained by PDIL.

- 16.0 PDIL reserve the rights to assess bidder's capability and capacity to perform the contract.
- 17.0 Bids must be submitted on or before the closing date and time well in advance. Bids received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever.
- 18.0 To know more about PDIL, please visit our website <http://www.pdilin.com>

**RATE CONTRACT FOR HIRING OF TAXI ON PER DAY NEED BASIS**

**AT PDIL BHAWAN,NOIDA**

**ANNEXURE III**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1.0 Scope of Contract**

The Scope of Contract shall be as per 'Scope of Job' and 'Price Schedule', attached to the ITB, unless & otherwise it is modified, at subsequent stage of bidding.

**2.0 Firm Price**

Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty.

Bid with variable price will not be accepted.

**3.0 Price Basis**

Duly executed at PDIL Bhawan, A-14, Sector-1, Noida.

**4.0 Taxes and duties**

- 4.1 Goods & Service Tax (GST): GST shall be paid EXTRA as applicable as per GST law. Bidder shall clearly indicate the present applicable rate of GST in Percentage (%). However, Bidder shall indicate corresponding HSN / SAC Code in the check list and shall also enclose a copy of GST registration certificate along with the unpriced offer.

PDIL shall avail Input Credit against payment of GST. Same will also be considered while evaluating the price bid. Relevant necessary documents shall be provided by the Contractor to enable PDIL avail the above credit set off.

Bidders have to ensure that they should file the Tax return on time to avail input Tax credit, else the same shall be deducted from EMD/Security Deposit/Running Bills.

- 4.2 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Completion period, as per P.O, shall be paid at actual on production of documentary evidence.

- 4.2.1 In case of delay in execution, if there is any increase in the rate of tax & duty and/or there is imposition of any new tax/ duty by statutory authorities, PDIL shall restrict the payment of taxes & duties, as prevalent on the scheduled delivery/ completion period only, as mentioned in the Contract and amendment(s) there to.

- 4.2.2 If there is any decrease in applicable rate of taxes & duties &/or there is any withdrawal of any tax & duty by statutory authorities, during the completion period including extended/amended period of P.O, shall accrue to PDIL's a/c.

5.0 **Effective date of Contract:** Date of Award of Contract.

6.0 **Completion Period/Contract Period**

The Contract shall be valid for a period of Two (02) Years from the Effective date. This period can be further extended for another one (01) year, with same rate and terms & conditions.

6.1 **Contact Person/Operation of Contract**

The Contact shall be operated by Addl. GM (P&A), PDIL, Noida or his authorized representative at the following address:

Shri. Sanjeev Kumar Nangia, Addl. GM (P&A)  
Projects & Development India Ltd.  
A-14, Sector 1, NOIDA – 201 301  
Tel: 0120–2529811(D), 2529842/43/47/51/91 Extn.325,  
e-mail: [sknangia@pdilin.com](mailto:sknangia@pdilin.com)

7.0 **Payment Terms**

100% monthly payment shall be released within 30 days of submission of invoice duly certified by HOD (P&A) of PDIL, Noida (the operator of the Contract). The monthly bills shall be submitted by the contractor with all necessary documents to the HOD (P&A) of PDIL, Noida

The above payments shall be released subject to submission of Security Deposit, as mentioned herein below, failing which the same amount shall be deducted from the Contractor's Bill(s)

All payments will be made by account payee cheque or direct transfer in bank account through RTGS.

Note

- i. The contractor shall be allowed to raise one bill in a calendar month along with the duty slip.
- ii. The payment of bill shall be made on the basis of the certification of the duty slip by the user or his authorized representative.

The monthly bill shall be submitted to HOD (P&A) of PDIL, Noida for onward transmission to Accounts Department for payment.

- iii. The payment of bills shall be made subject to the following recoveries:
  - Income Tax as per the provisions of Income Tax Act, 1961 and other taxes as Applicable from time to time.
  - Recovery towards statutory deductions, if any.

7.1 Tax deduction at source

Income tax, as applicable as per income tax act, shall be deducted at source from the Contractor's bills and a certificate towards this deduction shall be issued to the Contractor.

## **8.0 Security Deposit**

- 8.1 Earnest Money deposit (EMD) shall be retained as Security Deposit for faithful performance of contract. In case of waiver of EMD, the amount calculated equivalent to EMD amount is deducted from the first bill/s of the Contractor as retention money towards Security Deposit
- 8.2 No interest shall be payable on Security Deposit.
- 8.3 PDIL Noida, however, reserves the right to encash/ forfeit the Security Deposit, if the Contractor fails to execute the Contract and/or abide by all the terms and conditions of the P.O.
- 8.4 Security deposit shall be refunded after 30 days of completion of Contract on the certification of Engineer In Charge for due fulfilment of the contractual obligations and after adjusting the expenditure incurred by the Owner, if any, on account of any failure on the part of the contractor.

## **9.0 Price reduction clause – Deleted**

## **10.0 Insurance**

Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by Contractor at his cost.

## **11.0 Statutory obligation and Safety Rules**

The Contractor will have to follow all safety rules and measures during contract period and will be fully responsible for implementing rules, obligations and statutory provisions of government and all the consequences in the event of any eventuality.

The Contractor shall be responsible to observe and comply with all statutory requirement including contract labour act 1970, minimum wage act – 1948 and EPF act 1952 etc. including all amendments thereof in vague both of central and state government. PDIL shall be kept indemnified against any action brought against it or any violation / non – compliance of any act /acts, all expenses for compliance of above acts and regulations shall be borne by the contractor.

Personnel deployed should be medically fit to work should posses good conduct and should have no past criminal record and shall maintain high standard discipline, decency and decorum. PDIL reserves the right at its sole discretion to ask for replacement of any person employed by the contractor.

## **12.0 Termination**

In the event of unsatisfactory performance, PDIL reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during currency of contract on risk & costs of contractor and / or forfeit security deposit

## **13.0 Force Majeure**

The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its

occurrence. The Contractor shall provide justification by documentation countersigned by the local chamber of commerce.

#### 14.0 **Arbitration**

All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the Contract. In the event of failure to do so, matter will be settled as per Arbitration and Conciliation Act, 1996, as amended from time to time.

However, wherever applicable, in case of settlement of commercial disputes between PSEs inter SE and PSE(s) and Government Department(s), the same shall be settled through Permanent Machinery of Arbitrators (PMA) setup in the Department of Public Enterprises(DPEs) as per the following Clause:

“In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

The performance under this contract, shall not stop for any reason, whatsoever, during the said dispute / proceedings, unless the service provider is specifically directed by PDIL to desist from working in this behalf.

#### 15.0 **Jurisdiction**

The P.O shall be deemed to have been entered into at Noida/Vadodara/Sindri, for PDIL's different Unit, as the case may be and all cases of action in relation to the P.O shall, therefore, be deemed to have been assigned within its jurisdiction for respective Unit/location.

**Annexure - IV**

**SCOPE OF WORK**

- 1.0 The job shall include:
- 1.1 The Contractor shall provide vehicles (Commercial) on daily need basis to meet PDIL's day to day requirement, on demand, as and when required. The vehicles provided should be of good condition and preferably not older than January 2019.
- 1.2 The day to day requirement of vehicles shall be as follows:
  - a) Hatchback (AC) - Indica / WagonR / Santro etc.
  - b) Sedan (AC) - Honda City / Maruti Dzire / Indigo / Hyundai Accent etc.
  - c) SUV (AC) (7 seater) (AC) – Innova / Ertiga / Xylo etc.
- 1.3 The vehicles shall be provided at PDIL Office or at any other place as intimated to the contractor for travel within or outside Delhi / Noida / NCR, as and when required.
- 1.4 The Contractor shall ensure that drivers of vehicles provided are well behaved, courteous and properly dressed, having mobile numbers and having knowledge of different routes and valid driving license. Contractor shall ensure that driver of vehicle provided shall not smoke cigarettes / bidi nor use other tobacco products while on duty. The driver shall not consume alcohol and shall not be under the influence of alcohol while on duty.

The Contractor shall provide the vehicles details, name and mobile number of the driver engaged for the duty, well in advance and shall ensure timely reporting of vehicle at designated place & address.
- 1.5 The Contractor shall provide duty slip / log sheet for each vehicle requisitioned. The duty slip / log sheet should be got signed by the user indicating meter reading and time on reporting and release of vehicle. All the bills will be verified on the basis of duty slip / log sheet of the vehicle.
- 1.6 The vehicles provided by the Contractor must be in good condition and must have proper and complete documents i.e. Registration Certificate, Pollution Certificate, Insurance Certificate (including 3<sup>rd</sup> party), Road Tax and Passenger(Taxi) Permit etc. and the same shall be provided to PDIL officials / or other Government Authorities for inspection as and when required on demand. The vehicle should also be preferably provided with road maps of Delhi / Noida region.
- 1.7 In case of refusal by the contractor(s) to provide the vehicle(s) against our requirement, the vehicle(s) shall be arranged from other outside agencies like Ola / Uber etc. and amount spent for the same shall be recovered from the contractor's monthly bill.
- 1.8 The contract rates settled shall remain firm for a period of two years and during extension period of up to one year (if contract is extended). Request for any escalation of rates will not be entertained. In addition to contract rates, Parking charges, DND Charges, Toll Tax, State entry Tax (for PDIL official visit only) shall be paid extra at actual on submission of documents (in original).



1.9 ***For requirement of vehicles, the mileage will be calculated from the garage to garage but limited to a maximum of 06 kms, either way. If the pick up point is other than the PDIL Bhawan, the mileage will be calculated from vendor's garage to pick up point or from PDIL Bhawan to pick up point, whichever is less.***

**2.0 OTHER TERMS & CONDITIONS:**

2.1 Contractor(s) shall ensure availability of spare inflated wheel, proper tools and other equipments required under Motor Vehicle Act with each vehicle. The Contractor(s) shall also ensure provision of adequate fuel, consumables and other items required to operate the vehicle.

2.2 Taxis should have valid Permit(s), first aid kit, required tools, spare wheels (inflated), portable fire extinguisher and spares for repairs to be carried out en-route.

2.3 Contractor shall ensure that vehicle report with full preparedness including fuel in the tank, preparedness of the driver and reasonable money with the driver for meeting contingency requirements such as payment of Toll Tax, Parking fee etc.

2.4 Drivers should always be available near the vehicle at parking place when on duty. Drivers shall not leave the vehicle without specific permission of the user.

2.5 PDIL shall not have any liability in case of any damage / loss to the vehicle or accident to the driver, vehicle or any third party liability. All liabilities on these accounts shall be that of the contractor(s)

2.6 In case of breakdown of the vehicle, the Contractor(s) will be responsible to arrange alternative vehicle in excellent condition, immediately failing which PDIL will be within the right to make alternate arrangement at the risk and cost of the contractor(s).

2.7 The vehicle deputed will have comprehensive insurance cover inclusive of passengers and PDIL shall not be responsible for any damage, whatsoever, to the vehicle / driver or third party.

2.8 The bills would be settled as per details recorded in respect of distance and time utilized in the duty slip. No bills will be entertained, if the details of reporting / release meter reading, time of reporting / release are not filled and signed by the user.

2.9 During the contractual duty hours if the vehicle is seized / detained / impounded by Police, Transport Authorities for any reason whatsoever, it will be at the sole risk / responsibility of the contractor(s). The Contractor(s) shall indemnify PDIL against above.

3.0 Any driver engaged for rendering the services by the contractor(s) under the contract, shall have no claim / right on PDIL. The contractor(s) will keep PDIL indemnified against any claim / liability by any such person on any account.

3.1 The contractor(s) shall be an independent entity engaged to produce required results and shall comply with all laws and regulations applicable in this behalf and shall also keep PDIL and its officers indemnified against any breach or default.

**Annexure – V**

**Instructions to fill the Price Schedule**

- i. **Price Bid (BOQ) [in the form of excel sheet]** as given in the Bidding Document must be downloaded and saved at bidders' local PC / Laptop without any change. Bidders shall fill the Bidder's name, Unit rates and GST rate in BOQ, save it and upload the filled-in BOQ in the CPP portal only.
- ii. **Bidders are required to fill unit rates for all items, failing which offer shall be rejected.**

## ANNEXURE VI

**CHECK LIST**

(BIDDER MUST CONFIRM POINT BY POINT AND STRIKE OUT WHICHEVER IS NOT APPLICABLE)

Name of Bidder:

Offer No.:

Sl. No.	Description	ITB Requirement	Bidder's Confirmation/ Acceptance
1.0	Price to be quoted shall be firm and subject to no escalation whatsoever during the entire contractual period, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty.	To Confirm	
2.0	Present applicable rate of GST (in %) is indicated separately in the Price Schedule, in the space provided for.	To Confirm	
3.0	Completion/Contract Period: As per clause 6.0 of Annexure-III, of ITB	To Accept	
4.0	Payment Term: As per clause 7.0 of Annexure – III, of ITB	To Accept	
5.0	Security Deposit: As per clause 8.0 of Annexure –III, of ITB.	To Accept	
6.0	Validity: Shall be 90 days from date of opening of Technical Bid.	To Confirm	
7.0	<b>DOCUMENTS (DULY SIGNED BY AUTHORISED SIGNATORY &amp; STAMPED) TO BE FURNISHED WITH ENVELOPE-1: Un-Priced Techno-commercial bid.</b>		
7.1.	Relevant documents (copy duly signed and stamped) in support of Bidder's Pre-Qualification Criteria (PQC) indicated in Annexure-I of ITB.	To Furnish	
7.2	Complete ITB documents duly signed & stamped on each page as a token of acceptance of all terms and conditions of ITB.	To Furnish	
7.3	Price Confirmation Copy: A copy of Priced offer (as uploaded by Bidder in the Portal), keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and GST.	To Furnish along with technical Bid.	
8.0	Photocopy of PAN Card	To Furnish	
9.0	Format of Details for payment, all the details duly filled in (Annexure-VII).	To Furnish	
10.0	Copy of GST Registration Certificate	To Furnish	
11.0	Name, Designation, Telephone Nos., Fax No. & e-mail of Contact Person for this Enquiry.		
12.0	Whether the Company is registered as M S E (Micro & Small Enterprises) if 'Yes', indicate the registration No. and enclose a copy of Registration Certificate. (YES / NO.)		
12.a.	Whether the M S E Company is owned by SC / ST (YES / NO.)		
12.b.	Whether the M S E Company is owned by Woman (YES / NO.)		
12.c.	Declaration by bidder regarding Local Content as per given format	To Furnish	
12.d.	Bidders option as per clause 5.4 of Annexure-II 'Instructions to Bidders' (mark "√" for only one option of Purchase Preference)	Make In India Order 2017 <input type="checkbox"/>	
		PPP for MSE-Order-2012 <input type="checkbox"/>	
13.0	Confirmation of Acceptance to all Terms and Conditions of the Tender Document in totality.		
14.0	<b>SAC Code (Bidder to indicate)</b>	.....	
It is confirmed that in case any of the terms and conditions mentioned in this summary are at variance with those indicated anywhere else in our offer, the condition indicated in this summary shall prevail.			

Signature of Bidder: \_\_\_\_\_

**ANNEXURE-VII****Format of Details for Payment**

Bidders are required to submit the following details on the company's **letter head** for online transfer to amount to their account:

1.0		Contractor Name / Company Name	
		Address:	
		Phone No.	
		E-mail ID	
2.0	a.	Name of the Bank	
	b.	Address of the Branch	
	c.	Telephone No.	
	d.	9 Digit Code number of the Bank and Branch appearing on the MICR Cheque issued by the Bank	
	e.	11 Digit NEFT/IFSC Code of the Bank Branch	
	f.	Account Type (SB/CC/CA)	
	g.	Bank Account No.(as appearing on the Cheque)	
	h.	Permanent Account Number (PAN) Under Income Tax Act.	
	i.	GST Registration Number	
	j.	Name of Authorized Signatory	
	k.	Contact Person Name	

We hereby declare that the particulars given above are correct and complete.

Authorized signatory of the bidder

Title  
Designation  
Date:

**ANNEXURE-VIII**

**(Self Declaration on Bidder's Letter Head as per below Performa)**

**DECLARATION**

To ,

Projects and Development India Lid.

Noida – 201301

**Subject : ITB No. ....Dt. ....**

Sir ,

We hereby declare that M/s ..... is neither put on **Holiday nor Black-listed** by any Government / PSU / Private firm or Financial Institution .

Signature

Name :

Designation :

Seal of the Bidder.

**DECLARATION BY BIDDER REGARDING LOCAL CONTENT**

**ANNEXURE-IX**

**(To be submitted in Bidders's LETTER HEAD)**

**To**

Projects & Development India Ltd.  
PDIL Bhawan, A-14, Sector-1  
Gautam Budh Nagar  
NOIDA (UP)

**SUB:** \_\_\_\_\_

**TENDER NO:** \_\_\_\_\_

**Dear Sir**

We, M/s \_\_\_\_\_ (*Name of Bidder*) hereby declare that we are a 'Local Supplier' as per definition in Public Procurement (Preference To Make In India), Order 2017-revision(2019) (issued by DIPP of Ministry of Commerce and Industry) and eligible to participate in this tender.

**Place:** \_\_\_\_\_ **[Signature of Authorized Signatory of Bidder]**

**Date:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:** \_\_\_\_\_

**DETAILS OF VEHICLES AVAILABLE IN THE FLEET**

SL. NO.	MAKE	YEAR OF MANUFACTURE	REGD. NO.	OWNER'S NAME

SIGNATURE OF Vendor \_\_\_\_\_

Seal

Name \_\_\_\_\_

**DUTY SLIP**

Name of Agency \_\_\_\_\_

Date: \_\_\_\_\_

Type of Vehicle: \_\_\_\_\_ AC/ NON-AC

Vehicle No. \_\_\_\_\_

Driver Name \_\_\_\_\_

Name of Requisitioning Officer \_\_\_\_\_

Reporting Date: \_\_\_\_\_ Reporting Time: \_\_\_\_\_

Reporting Place & Address \_\_\_\_\_ Opening KMs: \_\_\_\_\_

\_\_\_\_\_ Closing Time: \_\_\_\_\_

Booked by: \_\_\_\_\_ Total KMs \_\_\_\_\_ Total Hrs. \_\_\_\_\_

Signature of controlling officer

(On reverse side of the Duty Slip)

Start Time	Start KM	Close Time	Close KM	Place Visited	Name of the User	Signature

**Note: Closing KMs and Place Must be indicated while releasing the vehicle.**

Signature of Vendor \_\_\_\_\_

Seal  
Name \_\_\_\_\_