



National High Speed Rail Corporation Limited
(A Joint Venture of Government of India and Participating State Governments)

**TENDER FOR HIRING OF VEHICLES AT NEW DELHI FOR
NHSRCL**

Tender No. NHSRCL/CO/ADMIN/VEH/2019/19

October-2019

**National High Speed Rail Corporation Limited
Asia Bhawan, Second Floor
Road No 205, Sector-9 Dwarka
New Delhi-110077**



NOTICE INVITING TENDER (NIT)



National High Speed Rail Corporation Limited (NHSRCL)



(A Joint Sector Company of Govt. of India and Participating State Governments)

Tender No. NHSRCL/CO/ADMIN/VEH/2019/19

04.10.2019

NOTICE INVITING TENDER

SUB: TENDER FOR HIRING OF VEHICLES AT NEW DELHI FOR NHSRCL

1. **National High Speed Rail Corporation Limited (NHSRCL)**, Asia Bhawan, Second Floor, Road No 205, Sector-9, Dwarka, New Delhi-110077, invites open tender under single stage two packet system for the following works:

S. No	Name of Work	Last Date and Time of Bid submission	Earnest Money Deposit (Rs.)	Completion Period
1	Hiring of Vehicles at New Delhi for NHSRCL	Up to 15.00 Hrs. on 24.10.2019	Rs.2,00,000/- (Rupees Two Lakh only)	Thirty-Six (36) months

2. Tender documents can be obtained from 10.30 hrs. to 16.00 hrs. on all working days from 04.10.2019 to 23.10.2019 and up to 15:00 hrs. on 24.10.2019 from the address mentioned in Para 1 above. The tender documents will also be available for download on www.nhsrcl.in & <https://eprocure.gov.in/epublish/app>.
3. Cost of tender document shall be **Rs. 5,900.00** (Rupees **Five Thousand Nine Hundred only**) inclusive of GST @18% which is non-refundable. This should be submitted in the form of Pay Order/ Demand Draft payable in favour of M/s National High Speed Rail Corporation Limited payable at New Delhi. The GSTIN Certificate of the bidder purchasing the tender shall be submitted at the time of purchase of tender. In case, the tender document downloaded from above mentioned websites, Tender cost shall be submitted along with bid submission. Tender received without Tender document cost shall be summarily rejected.
4. No pre-bid meeting is planned for this tender.
5. The Employer may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on website www.nhsrcl.in & <https://eprocure.gov.in/epublish/app> at any time before the closing time of tender. This shall be the responsibility of the prospective bidders to check the web site for any such corrigendum/addendum at the time of closing time of tender and ensure that bid submitted by them are in accordance with all the corrigendum/ addendums. Suitable time extension (not less than 5 days beyond the date of last amendment) for submission of bids will be granted.
6. Completed tender documents sealed in an envelope super-scribing the name of work, Tender No., name and address of the Bidder, shall be submitted at the Employer's office at address in Para 1 above from 10.30 hrs. on 21.10.2019 up to 15.00 hrs. on 24.10.2019. Tender duly sealed in the prescribed manner can also be sent through Registered Post/Courier so as to reach at the office address given in para 1 from 10.30 hrs. on 21.10.2019 but not later than 15.00 hrs. on 24.10.2019. Any tender received late shall be rejected and returned to the bidder unopened. Earnest Money Deposit should be submitted in the form of Pay Order/Demand Draft payable in favour of M/s National High Speed Rail Corporation Limited payable at New Delhi. Tender received without

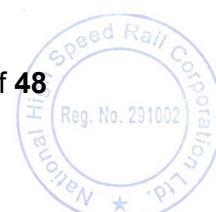


Earnest Money Deposit shall be summarily rejected. The bids will be opened on the same day at 15:15 Hrs.

7. The Employer reserves the right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reasons thereof.
8. Bidder may note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is not found to be true. The decision of the Employer in this regard shall be final and binding.
9. Only Micro and Small Enterprises under MSEs registered firms shall be exempted from payment of Earnest Money deposit (Bid Security) and Cost of Tender Document vide Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012. Medium Enterprises under MSME who intend to participate in this Tender need to pay cost of Tender document and deposit Earnest Money (Bid Security) as per Terms and Condition of the Tender.
10. The validity of the Bids shall be 90 days from the date of opening of the Tender.

S/d

AGM/Procurement
National High Speed Rail Corporation Ltd.
2nd Floor, Asia Bhawan, Road No. 205
Sector-9, Dwarka, New Delhi-110077
tendercontract@nhsrcl.in



SECTION-1
INSTRUCTIONS TO TENDERER (ITT)



SECTION-1: INSTRUCTIONS TO TENDERER (ITT)

A GENERAL

1 Scope of Bid

- 1.1 In connection with the works indicated in the Notice Inviting Tender, National High Speed Rail Corporation Limited (NHSRCL), hereinafter referred to as the 'Employer', issues these Bidding Documents for the work as specified in NIT.
- 1.2 Throughout these Bidding Documents:
 - a) the term "in writing" means communicated in written form and delivered against receipt;
 - b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - c) "day" means a calendar day.
 - d) "week" means a period of seven days.
 - e) "month" means calendar month
 - f) provisions including the word "agree", "agreed" or "agreement" require the agreement to be record in writing;
 - g) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and
 - h) the word "tender" is synonymous with "bid", and "tenderer" with "bidder" and the words "tender documents" with "bidding documents".

2 Source of Funds

- 2.1 The required funds have been sourced by NHSRCL.

3 Corrupt Practices

- 3.1 Bidders should observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:
 - a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - b) will recognize a Bidder or Contractor as ineligible, to be awarded a contract if it, at any time, it is determined that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract of the Employer; and
 - c) will recognize a Contractor as ineligible to be awarded a contract if the Contractor or a Subcontractor, who has a direct contract with the Contractor, is debarred by the Ministry of Railways on the date of submission of bid. The list of debarred firms and individuals is available at the Ministry of Railways website.
- 3.2 If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may deal as per relevant Clause of the Conditions of Contract.

For the purposes of this Sub-Clause:

- a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the contract execution; and
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the Contract to the detriment of the borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.

4 Eligible Bidders

- 4.1 The bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to a Bidder's disqualification. Joint venture (s)/ Consortium (s)/ Association (s) cannot participate in this tender.
- 4.2 The bidder(s) shall enclose the copies of the constitution of their concern. Bids in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the Sole Proprietor, Partnership firm or Company, as the case may be.
- 4.3 In case bidder is other than sole proprietorship firm, following documents shall be submitted by the bidder:
 - a) Partnership Firm: The bidder shall submit
 - i. a copy of Partnership Deed and
 - ii. a copy of Power of Attorney
 - b) Company registered under Companies Act 2013: The bidder shall submit
 - i. The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company; and
 - ii. A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
 - c) LLP (Limited Liability Partnership) Firm: If the tender is submitted on behalf of a LLP Firm registered under LLP Act-2008, the bidder shall submit along with the tender
 - i. a copy of LLP Agreement,
 - ii. a copy of Certificate of Incorporation; and
 - iii. a copy of Power of Attorney/Authorization issued by the LLP Firm in favour of the individual to sign the tender on behalf of the LLP Firm and create liability against the Firm.
- 4.4 NHSRCL will not be bound by any change in the composition of the firm made subsequent to the submission of tender. NHSRCL may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 4.5 The bidder whether sole proprietor, a company or a partnership firm etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign

measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

B CONTENTS OF BIDDING DOCUMENT

5 Sections of Bidding Document

5.1 The Bidding Document consists of following Sections.

Notice Inviting Tender (NIT)
Section-1 Instructions to Tenderer (ITT)
Section-2 Eligibility and Qualification Criteria (EQC)
Section-3 Bidding Forms
Section-4 Terms of Reference
Section-5 Conditions of Contract
Section-6 Contract Forms
Section-7 Bill of Quantities (BOQ)

5.2 The Employer is not responsible for the completeness of the Bidding Document and their Addenda/Corrigenda, if they were not obtained directly from the source stated by the Employer in the clause 2 of NIT.

5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

6 Clarification of Bidding Document

6.1 The bidder should submit query in writing not later than 15 (Fifteen) days prior to the deadline for submission of Bids. Replies to bidder queries should be published in NHSRCL Website and CPP portal, including an explanation of the query but without identifying the source of inquiry not later than 05 (Five) days prior to the deadline for submission of Bids.

7 Amendment of Bidding Document

7.1 At any time prior to the deadline for submission of bids, the Employer whether at its own initiative, or in response to a clarification requested by a firm, amend the bid by issuing Addendum/Corrigendum to Bidding document. The issued Addendum and Corrigendum should be considered as part of Bid Documents.

7.2 Any Corrigendum/Addendum shall be part of the Bidding Document. Corrigendum/Addendum/Reply to Bidder's Queries shall be uploaded on NHSRCL website <http://www.nhsrcl.in> and CPP Portal without informing the name of the Bidder.

7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids.

C PREPARATION OF BIDS

8 Cost of Bidding

8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9 Language of Bid

9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another

language provided they are accompanied by an accurate and authenticated translation of the relevant passages in English in which case, for purposes of interpretation of the Bid, such translation shall govern.

D SUBMISSION AND OPENING OF BIDS

10 Earnest Money Deposit:

10.1 Submission of EMD:

The bidder must furnish the Earnest Money Deposit as indicated in 'Notice Inviting Tender' for the work as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:

- a) Earnest Money Deposit in the form of Pay Order/Demand Draft of any Scheduled Bank in India (except Cooperative Bank) in favour of National High Speed Rail Corporation Limited payable at New Delhi. It is mandatory for bidders to provide their bankers details (name of bank and branch) along with their own bank details (account no., name of account holder, NEFT / RTGS details).
- b) Employer shall not be liable for any interest on the Earnest Money Deposit.

10.2 Forfeiture of Earnest Money:

The Earnest Money Deposit of the Bidder shall be forfeited as per the reasons given in Bidding documents, which are generally as under

- a) if a Tenderer/Bidder withdraws its Bid during the period of Bid validity
- b) if a Tenderer/Bidder misrepresents or omits the facts in order to influence the procurement process;
- c) if the successful Tenderer/Bidder fails to:
 - (i) sign the Contract in accordance with the terms of the tender;
 - (ii) furnish a performance security;
 - (iii) accept the correction of its Bid Price;
 - (iv) if the affidavit submitted by the Tenderer/Bidder or its constituents in or any of the declarations of Form of Bid submitted by the Bidder has been found to be false at any stage during the process of Bid evaluation.
- d) Commence the work within the time period stipulated in the tender.

In case of forfeiture of EMD, the Bidder shall be debarred from bidding in case of re-invitation of the tenders.

10.3 Return of Earnest Money Deposit:

- a) The Earnest Money Deposit of the unsuccessful Bidders in the form of DD/Pay Order shall be directly credited to his bank account through Electronic Fund Transfer, under advice to the Bidder.
- b) The Earnest Money Deposit of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

- 10.4 Only Micro and Small Enterprises under MSME registered firms shall be exempted from payment of EMD/Bid Security and Cost of Tender Document vide Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012. Medium Enterprises under MSME who intend to participate in this Tender need to pay cost

of Tender document and deposit Earnest Money (Bid Security) as per Terms and Condition of the Tender.

- 10.5 The MSMEs shall submit a copy of Entrepreneur's Memorandum (Part II) of the concerned district center where the unit is established. The MSMEs must also indicate the terminal validity date of their registration. All Bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with the other Bidders. There shall not be any relaxation in eligibility criteria or tender process or other tender requirements and L1 price.

11 Submission of Bid:

- 11.1 Bids shall be submitted in two (02) envelopes, namely;

- (i) Technical Bid along with Earnest Money Deposit and Tender Fee, (if applicable)
- (ii) Financial Bid

The envelopes shall mention name of assignment and content of envelope (EMD/Technical Bid/Financial Bid) at the top, and the name of the submitting bidder at the left hand corner of the envelope. The bids shall be submitted in the enclosed formats.

- 11.2 These two envelopes shall be sealed in a large envelope. **This envelope shall mention name of work at the top and the name of the submitting Bidder at the left hand corner of the envelope.**
- 11.3 Earnest Money Deposit and Tender fees (if applicable), shall be kept in the sealed envelope of the Technical Bid. In case, suitable EMD (if applicable) is not found in the envelope of the Technical Bid, such bids will be summarily rejected as non-responsive.
- 11.4 The Technical Bid shall comprise of duly filled and signed forms under Section-3: Bidding Forms i.e. Form-2 (Technical Bid) along with all enclosures, Form-1, Form 4 to 9. In case all the documents in support of eligibility criteria are not found enclosed in the Technical Bid envelope, the bid shall be summarily rejected as non-responsive and Financial Bid of such Bidders shall not be opened. All Technical documents like literature, catalogues, etc., if any, shall be placed in the same sealed cover of Technical Bid. The Technical Bid shall not indicate particulars of the Financial Bids otherwise the bids shall be liable to be rejected.
- 11.5 The Financial Bid shall comprise of duly filled Form-3 (Financial Bid) under Section 3: Bidding Forms along with duly filled Bill of Quantities (BOQ) under Section-7.
- 11.6 Each page of bid should be numbered and signed by the authorized signatory with the seal of the Bidder. Further, any cutting, addition or overwriting on any page of the bid, shall be clearly marked and signed by the authorized signatory.
- 11.7 A Power of Attorney duly notarized by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity, shall be submitted.
- 11.8 Sealed Bids should be either dropped in the Tender Box placed at the Employer's Reception or sent by registered post at the address mentioned in NIT so as to reach on or before by the date and time as mentioned in NIT. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or E-mail will not be considered.

12 Deadline for Submission of Bids

- 12.1 The tender duly filled must be received by Employer at address specified not later than the date and time as mentioned in the "Notice Inviting Tender".

- 12.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITT Clause 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 12.3 Any tender received later than the deadline prescribed for submission of tender by Employer shall be rejected.
- 12.4 Any Tender received after opening time of the tender shall be rejected and returned unopened to the bidder.
- 13 Late Bids:** Any tender received by the Employer after the deadline prescribed for submission of tenders in NIT will be returned unopened to the bidder.
- 14 Transfer of Tender Documents:** Transfer of Tender documents purchased by one intending bidder to another bidder is not permissible. Bidder can submit tender only on the documents purchased by him.
- 15 Time and date for opening of bids:** The bids will be opened as per the date, time and place mentioned in NIT. Only Technical Bids will be opened on this date. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Employer. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids. The opening of bids will not be postponed due to non-presence of representative of bidders.
- 16 Rejection of bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction, unsigned bids shall be summarily rejected and may lead to forfeiture of EMD. Conditional/part tenders will also be rejected.
- 17 Validity of bids:** The Bids shall remain valid for a period mentioned in NIT.
- 18 Evaluation of Bid:**
- 18.1 All bidders who have submitted the requisite EMD and fulfill Eligibility cum Qualification criteria are eligible for opening of their Financial Bid. The Employer shall notify all qualified Bidders to attend the opening of the Financial Bid. The Financial Bid will then be opened in the presence of the Bidders/their representatives who choose to attend the opening.
- 18.2 The bidder should quote price as per the details provided at Financial Bid. Where there is a discrepancy between quoted rate and amount derived, the quoted rate will govern. Also, where there is a discrepancy quoted figures and words, the quoted words will govern.
- 18.3 At any time prior to the submission of Bids, the Employer may, whether at its own initiative, or in response to a clarification requested by a firm, amend the bid by issuing an Addendum/ Corrigendum. Addendum/ Corrigendum/ Reply to Bidder's Queries shall be uploaded on NHSRCL website <http://www.nhsrcl.in> and CPP Portal without informing the name of the Bidder. To give bidders reasonable time in which to take an amendment into account in their Bids, the Employer may at its discretion, if the amendment is substantial, extend the deadline for the bid submission. The issued Addendum and Corrigendum should be considered as part of Bid Document.
- 19 Clarification of Tenders:**
- 19.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the bidders for any clarifications as considered essential both for Technical and Financial Bid. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on bidder.

20 Award of Contract:

- 20.1 The Employer will award, the Contract to the Bidder, who meet Eligibility and Qualification criteria and whose tender is substantially responsive, complete and in accordance with the Bidding documents, and whose Evaluated Price is determined to be the lowest.
- 20.2 Employer/ officer in-charge shall notify the successful Bidder in writing by a Registered Letter/ Courier/ Speed Post/Mail or per bearer that his tender has been accepted. The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within 7 days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Bidders.
- 20.3 Letter of Acceptance (LOA) after signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer and the Contractor till such time the contract agreement is signed. The contract agreement is to be signed within 28 days from the date of issue of LOA.
- 20.4 On acceptance of Tender the successful Bidder shall have to submit performance guarantee amounting to 10 % of the contract value as per attached format of Bank Guarantee from Nationalized or scheduled bank (except Co-operative Bank) in favor of National High Speed Rail Corporation Limited. The Performance Guarantee shall be submitted within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA).

SECTION-2

ELIGIBILITY AND QUALIFICATION CRITERIA (EQC)



SECTION 2: ELIGIBILITY AND QUALIFICATION CRITERIA

1.0 System of Evaluation of Bids

1.1 Bids will be evaluated through the following three stages:

Part 1 (Technical Evaluation)

- i) Stage 1 : Evaluation of General Requirements
- ii) Stage 2 : Evaluation of Minimum Qualification Criteria

Part 2 (Financial Evaluation)

- iii) Stage 3 : Evaluation of Financial Bid

Only those bidders who have passed Stage 1 & Stage 2, their Financial Bids will be opened. Bids will be evaluated through the following three (03) stages:

1.2 Stage 1: Evaluation of General Requirements

The following General Items will be checked:

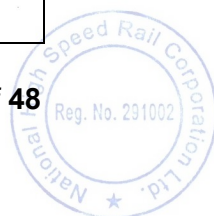
- i) The Power of Attorney for the Bid signatory is in the correct form and properly notarized.
- ii) All Bid Forms have been signed by the Authorized Representative.
- iii) All pages of the Bid Documents along with issued Addendum/ Corrigendum have been duly signed on all pages by Authorized Representative and submitted along with the Bid as acceptance to all Terms and Conditions of the Tender document by the Bidder.
- iv) All data to be entered by the Bidder has been provided as per Form 1.
- v) Any alterations are initialed by Authorized Representative.
- vi) Bid Security Submitted.

All Bids which have passed this Stage of the Evaluation will proceed to the next stage.

1.3 Stage 2: Evaluation of Minimum Qualification Criteria

The following Minimum Qualification Criteria will be checked:

Criteria Requirement	Compliance Requirements	Documents Submission Requirements
	Single Entity	
A. AVERAGE ANNUAL FINANCIAL TURNOVER		
- Minimum average annual turnover of INR 30 lakh in the last three financial years.	must meet requirement	FORM 4
B. CONTRACTS OF SIMILAR SIZE AND NATURE:		



1) The Bidder should have completed the “Similar Works” of following value in the last seven (7) years before the deadline for submission of the bids: I. 01 (One) order/ contract, with value of at least Rs. 80 lakhs OR II. 02 (Two) orders/ contracts, with value of at least Rs. 50 lakhs each OR III. 03 (Three) orders/ contracts, with value of at Rs. 40 lakhs each 2) Bidder should have completed one ‘Similar Works” for Indian Government organization/PSU during the last seven (7) years from the last date of submission of Bid.	must meet requirement	FORM 6
C. REGISTERED ENTITY:		
Participating Bidder should be registered firm as tour operator agency in India	must meet requirement	
D. COMMUNICATION OFFICE:		
Participating Bidder should have registered or Corporate office in New Delhi NCR.	must meet requirement	

All Bids which have passed this Stage of the Evaluation will proceed to the next Stage.

Note:

1. Substantial completion shall be based on 80% or more of the works completed under the contract.
2. Work Completion in percentage considers the cumulative Payment received from Employer till 28 days prior to the deadline of submission of Bid.
3. “Similar work” shall mean providing light motor vehicle hiring services anywhere in India in the following city.
4. Bidder should enclose satisfactory Performance certificate proof.

All Bids which have passed this Stage of the Evaluation will proceed to the next Stage i.e Financial Bid.

1.4 **Stage 3: Evaluation of Financial Bid**

1. The figures provided therein are consistent with the details of the corresponding Technical Bids;
2. All pages of Bill of Quantities to be submitted as per proforma provided in Tender document duly signed and stamped at all pages by Authorized Signatory.
3. Bids containing financial information will be checked for computational errors, and prices will be corrected and adjusted as necessary.
4. The Employer shall correct arithmetical errors on the following basis:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is any discrepancy between quoted figures and words, the amount quoted in words shall prevail.
5. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid security may be forfeited.

SECTION-3

BIDDING FORMS



CHECKLIST OF TECHNICAL BID DOCUMENT SUBMISSION (To be filled by bidder and submitted along with Technical Bid submission)		
Name of Work : TENDER FOR HIRING OF VEHICLES AT NEW DELHI FOR NHSRCL		
Tender No.: NHSRCL/CO/ADMIN/VEH/2019/19		
SN	Document / Items required	<i>Please indicate whether attached or Not Applicable (NA)</i>
A.	<u>SINGLE STAGE TWO PACKET BID</u>	
1	Letter of Technical Bid	
2	All Forms (except Form 3) duly filled: - FORM 1 & 2, FORM 4 to 9	
3	Attested copies of Affidavit for sole proprietorship / memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc.,	
4	Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakh Only)	
5	GST Registration Certificate & No.	
6	PAN No. of the firm	
7	Tender Document along with Addendum/Corrigendum/Reply to Bidder's Queries (if any) duly signed & stamped on all pages as Bidder's acceptance to all Terms and Conditions of Tender document.	
8	Copy of PF Registration.	
9	Copy of ESIC Registration.	

LETTER OF TECHNICAL BID

[On Bidder's Company letterhead]

Tender No. NHSRCL/CO/ADMIN/VEH/2019/19
Hiring of Vehicles at New Delhi for NHSRCL.

To
NATIONAL HIGH SPEED RAIL CORPORATION LIMITED
Acting through
AGM/Procurement
National High Speed Rail Corporation Ltd.
2nd Floor, Asia Bhawan, Road No. 205
Sector-9, Dwarka, New Delhi-110077

Dear Sir,

I/We, _____ (Name and address of the Bidder) have read the various terms and conditions of the tender document along with Addendum/Corrigendum, if any, and agree to abide by the same. I/We also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for opening the same.

We do hereby undertake that our firm or its partners or its directors have not been black listed in NHSRCL or any other Govt. organization.

We or any of our subsidiary firm shall not submit alternate Bid(s) solution. If such Bids are found by NHSRCL then the same and related Bids shall be summarily rejected.

We also state that no part of the scope of work shall be sublet or outsourced to any third party.

I/We also hereby agree to abide by the "Conditions of Contract" and to carry out the work according to conditions and specifications laid down by NHSRCL in the present tender.

We also state that in case incorrect, fabricated or suppressed information is noticed after the award of the contract, NHSRCL reserves the right to terminate the contract and all deposits available with NHSRCL to be forfeited.

I/We have quoted our rates in the Bill of Quantities taking into account all the above factors and we offer to do the work "**Hiring of Vehicles at New Delhi for NHSRCL**" Quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time schedule depicted in tender documents from the date of issue of Letter of Acceptance of the tender.

I/We also understand that until a formal Contract Agreement is executed, Letter of Acceptance along with all tender documents shall constitute a binding contract between me/us and National High Speed Rail Corporation Limited.

Thanking you,

Yours faithfully,

Signature and Name _____ in capacity of (Designation) duly authorised to sign Bids for and on behalf of:

(Name of Company)
(In Block capital letters)

Dated this _____ day of _____ 2019



LETTER OF FINANCIAL BID
(ON THE LETTER HEAD OF BIDDER)
To be submitted with Financial Bid.

Tender No. NHSRCL/CO/ADMIN/VEH/2019/19
Hiring of Vehicles at New Delhi for NHSRCL.

To
NATIONAL HIGH SPEED RAIL CORPORATION LIMITED
Acting through
AGM/Procurement
National High Speed Rail Corporation Ltd.
2nd Floor, Asia Bhawan, Road No. 205
Sector-9, Dwarka, New Delhi-110077

Sir,

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or has been blacklisted / debarred by any department of Central / State Government/ PSU in last 5 years, nor any criminal case registered against them / the firm. I/We further undertake to report to National High Speed Rail Corporation Limited, New Delhi immediately if any such action is taken in future against the Firm / Proprietor / Partners / Directors.
3. I/We further confirm that the quoted price is as per the Scope of the work covered under Terms of References and Conditions of Contract.
4. Financial Bid - For Tender for Hiring of Vehicles of at New Delhi, our rates (excluding GST) are as follows: -

Enclosure: **Bill of Quantities (duly filled)**

(Signature of Bidder)

Place:

Name:

Date:

Designation:

FORM-4

FINANCIAL CREDENTIALS OF BIDDER

S. No.	Financial Year	Annual Turnover (Rs.)
1.	2018-19	
2.	2017-18	
3.	2016-17	

Note :

1. The Bidder is not required to submit any document as documentary evidence along with the Bid. All information furnished in this Form shall be certified by the Chartered Accountant /Company Auditor/ Statutory Auditor.

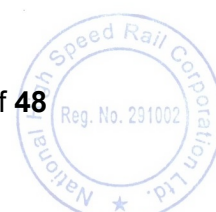
Bidder's Representative:

Signature :
Name :
Position :
Date :.....
Company :.....

Company stamp

Chartered Accountant /Company Auditor/ Statutory Auditor

Signature :
Name :
Position :
Date :.....
Company :.....
Company stamp
Membership No.....
Address
Contact No
Email ID.....



FORMAT FOR PAYMENT THROUGH “NEFT/RTGS” SYSTEM

CONSULTANT/VENDOR PAYMENT

Sr. No.	Name of Party	Detail given by consultant/ Vendor
1	Work/Supply order No.	
2	Date	
3	Name of Bank	
4	Address	
5	Name of Bank Branch	
6	Address	
7	Place	
8	Account Number	
9	MICR Code	
10	IFS Code	
11	Mobile No (for SMS)	
12	E-Mail ID	
13	PAN Number	

Note:-

-Please attach Xerox copy of 1st page of pass book (Containing account number, name of account holder, branch name) and Xerox of one blank cheque (for IFS code) to ensure the prompt payment.

-Form should be filling up in two copies.

Signature

AUTHORISED SIGNATORY

CONTRACTOR'S ORGANIZATION AND EXPERIENCE

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Tender No. NHSRCL/CO/ADMIN/VEH/2019/19

Fill out one (1) form per contract.

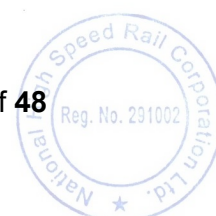
Contract of Similar Size and Nature	
SIMILAR CONTRACT DETAIL	INFORMATION
Contract Identification	
Award Date	
Completion Date	
Total Contract Amount	
Total Amount received from client	
Employer's/Client Name:	
Employer's Address: Telephone/fax number E-mail:	
5. Other Characteristics	

Note :

- The Bidder is not required to submit any document as documentary evidence along with the Bidding Documents. All information furnished in this Form shall be certified by the Chartered Accountant /Company Auditor/ Statutory Auditor.

Bidder's Representative:

Signature :
 Name :
 Position :
 Date :.....
 Company :.....
 Company stamp



Chartered Accountant /Company Auditor/ Statutory Auditor

Signature :
Name :
Position :
Date :.....
Company :.....
Company stamp
Membership No.....
Address
Contact No
Email ID.....



DECLARATION

1. I AM/WE ARE NOT RELATED TO ANY ONE EMPLOYEE IN ANY CAPACITY OF THE NHSRCL.

OR

2. I/WE DRAW ATTENTION TO THAT FACT THE I/WE ARE RELATED TO THE FOLLOWING EMPLOYEES OF THE NHSRCL.

Sr.No.	Name of the Employee	Department	Degree of Relationship

SIGNATURE OF BIDDER: - _____

ADDRESS: - _____

NOTE: - ITEMS WHICH IS NOT APPLICABLE SHOULD BE STRUCK OFF.

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDER
ALONGWITH THE BID**

*(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the Bidder) ***

I (Name and designation) **..... appointed as the attorney/authorized signatory of the Bidder, M/s. _____ (hereinafter called the Bidder for the purpose of the Bid for the purpose of the Bid for the work of _____ as per the Bid No. _____ of NHSRCL, do hereby solemnly affirm and state on behalf of the Bidder as under:

1. *That the Bidder has not been Blacklisted/ banned for business dealing for all Government Departments, or by Ministry of Railways or by NHSRCL at any time and/or no such blacklisting is in force as on the deadline for submission of Bids.
2. That the Bidder is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the Bids.
3. We declare that the Bidder have not either changed their name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of chapter XI of Vigilance Manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared as poor performer.
4. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. We declare that the information and documents submitted along with the proposal by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
6. We understand that in case we cease to fulfill the requirements of the eligibility and qualifying criteria at any time after opening of proposals and till finalization of proposals, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our proposal shall be rejected and proposal security shall be forfeited. We shall also be liable for Banning of Business dealings upto a period of three years.
7. We understand that if the contents of the affidavit are found to be false at any time during Bid evaluation, it will lead to forfeiture of the Bid security. Further, we *[insert name of the Contractor]*** _____ understand that we shall be liable for banning of business dealings upto a period of three years.
8. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Proposal and banning of business dealings for a period of up to five years.

SEAL AND SIGNATURE OF THE BIDDER

Verification:

Verified on _____ day of _____ at _____ that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE BIDDER

** Modify the contents wherever necessary, as per Terms of Reference.*

*** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.*

Attestation before Magistrate/Public Notary



**FORMAT FOR POWER OF ATTORNEY FOR
AUTHORISED SIGNATORY OF SINGLE ENTITY
POWER OF ATTORNEY***

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

Know all men by these presents, we (Name of Bidder with address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **HIRING OF VEHICLES AT NEW DELHI FOR NHSRCL** including signing and submission of all documents and providing information/responses to AGM/Procurement, NHSRCL, New Delhi representing us in all matters, dealing with NATIONAL HIGH SPEED RAIL CORPORATON LIMITED in all matters in connection with our bid for the said project.

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

Dated this the day of 20.....

.....
(Signature of authorised Signatory)

.....
(Signature of Attorney)

.....
(Signature and Name in Block letters of Signatory)
Seal of Company

Witness

Witness 1:

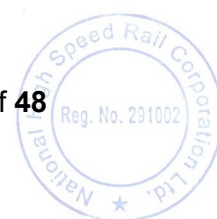
Name:

Address:

Witness 2:

Name:

Address:



Occupation:

Occupation:

***Notes:**

- ◆ *To be executed by Single entity where the competence of the authorised signatory is not supported by a Board Resolution or General Power of Attorney for such acts (copy of Board Resolution/GPA to be attached).*
- ◆ *The mode of 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 executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*



SECTION-4 TERMS OF REFERENCE



SECTION-4: TERMS OF REFERENCE

1. Introduction and Background:

National High Speed Rail Corporation Limited (NHSRCL), having its Corporate office at Asia Bhawan, 2nd Floor, Sector-9, Dwarka, Delhi-110077, is a Joint Sector Enterprise of Central Government and participating states under the provisions of Companies Act, invites proposals under single stage two packet system for the work of "Hiring of Vehicles at New Delhi for NHSRCL".

2. Scope of Work:

Scope of work under this Tender includes the following

- 2.1. Providing car taxi vehicle services on call basis normally in the following city:
 - a. Delhi/NCR
- 2.2. The deployed vehicle should be air-conditioned, well-maintained (not more than 3 years old) and in good roadworthy condition. The vehicle should be registered as taxi, duly insured, all taxes paid and having all requisite valid documents as per Motor Vehicle Act and all applicable Rules in force.
- 2.3. The call basis rates shall include Driver wages, and any other taxes & levies except GST (If Applicable). Toll tax and parking charges will be reimbursed on submission of original receipt (Airport and Railway station etc.).
- 2.4. **The hired Vehicle will be required for carrying personnel connected with NHSRCL's operations for use in any part of country in all-weather conditions as per requirement of operations.**
- 2.5. The Vehicle to report at the instructed time and place. Vehicle may be required at any point of time round the clock.
- 2.6. Driver to be in neat & clean Uniform and with a working mobile phone, expenses of which shall be borne by the Contractor.
- 2.7. Driver will have to make his own arrangement of food/meals/snacks/stay.
- 2.8. Driver to report within **2 hours** of calling of the Vehicle ready to move anywhere with sufficient fuel and money to complete the duty. All Toll tax / entry tax / Parking etc. shall be paid by the Driver during the journey. The person travelling shall not be liable to pay any cost during the journey.
- 2.9. All driver employed should be Police verified as per extent applicable Rules and Regulations.
- 2.10. All drivers should have valid license during complete tenure of contracts.
- 2.11. All drivers should ensure to follow all traffic rules applicable. Any penalty levied by Concerned Authority are payable by the Bidder/Contractor.
- 2.12. Driver should not be changed frequently, else this should be treated as unsatisfactory performance.

SECTION-5
CONDITIONS OF CONTRACT



SECTION-5: CONDITIONS OF CONTRACT

1. Definitions:

In the contract (term defined as hereunder), the following words and expressions shall have the meanings assigned to the, unless the context requires otherwise. Words indicating persons or parties include corporations and other legal entities except where context requires otherwise.

- a. "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- b. "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these conditions, the specifications, the drawings, the schedules and further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance (LOA).
- c. "Employer" means the National High Speed Rail Corporation Limited (NHSRCL) which expression shall also include its legal successors and permitted assigns.
- d. "Effective Date" means the date on which this Contract comes into force and effect pursuant to relevant Clause of Conditions of Contract.
- e. "Employer's Representative" means any officer nominated from time to time by National High Speed Rail Corporation Limited (NHSRCL), its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- f. "Contractor" means the person or group named in the Contract who has to perform the Services as per this Tender document and which expression shall include his/their legal successors and permitted assigns.
- g. "Government" means the Government of India.
- h. "Letter of Acceptance" means the formal acceptance letter from the Employer of the Tender.
- j. "Currency" means the currency of Government of India.
- k. "Party" means the Employer or the Contractor as the case may be and "Parties" means all of these entities.
- l. "Period of Services" shall mean the time between the Date of Commencement and end of Period of Completion as given in Condition of Contract.
- m. "Personnel" means the persons hired by the Contractor or by the Sub- Contractors as employees and assigned to the performance of the Services or any part thereof;
- n. "Project" means the project named in Notice Inviting Tender.
- o. "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented (if any).
- p. "Services" means the work to be performed by the Contractors pursuant to this Contract.
- q. "Day" means a calendar day.
- r. "Month" means a calendar month
- s. "Year" means 365 days

- t. "Terms and expressions not herein defined" shall have the meanings assigned to them in the "India General Clauses Act, 1897", or the "Indian Contract Act" or the Indian Sale of Goods Act or Motor Vehicles Act or any other applicable Indian Law, as the case may be
- u. Third Party" means any person or entity other than the Government, the Employer, The Contractor or Sub-Contractor.

2. Contract Period:

Contract period will initially be for three (03) years. The contract may be extended subject to satisfactory performance at the sole discretion of the Employer for a further period of up to one (01) year at the same terms and conditions at the discretion of Employer. In case performance of the Contractor is found to be unsatisfactory as per operational parameters set out in the contract or is not in conformity with the terms & conditions of the tender, then the contract may be terminated by the Employer even before the scheduled time as per relevant clause in Conditions of Contract by giving advance notice of not less than 30 days to this effect. In the event of premature termination of contract for reasons mentioned herein above, the Performance Bank Guarantee shall be forfeited.

3. Commencement, Completion and Modification of Contract

3.1. Commencement of Contract

The Contract shall come into effect on the date of issue of Letter of Acceptance (LOA). The commencement of services shall begin within 07 (Seven) days of issue of LOA. This notice shall confirm that the effectiveness conditions, if any, listed have been met.

3.2. Termination of Contract for Failure to become Effective

If this Contract has not become effective within 30 days after the issue of LOAs, Employer may, by not less than thirty (30) days written notice to the other Party, declare this Contract null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

3.3. Completion of Services

The Period of Completion shall be as specified in Tender Document from the commencement date.

3.4. Expiration of Contract

Unless terminated earlier pursuant to relevant clause in Conditions of Contract hereof, this contract shall expire when services have been complete and all payments have been made at the end of such time period after Effective Date as shall be specified.

3.5. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein.

3.6. Modifications

The terms and conditions of this Contract including the Scope of Services can be modified only by written agreement between the Parties.

4. Communication and Language of Contract

Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice,

request or consent shall be deemed have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, e-mail to such Party at the address specified in Contract Agreement. Notices shall be deemed to be effective as follows:

- a. In case of personal delivery or registered mail, on delivery
- b. In case of email, 24 hours following confirmed transmission

5. Termination by the Employer:

The Employer may, by a written notice of termination not less than thirty (30) days to the Contractor after occurrence of any of the following events specified in paragraphs (a) through (f) of this clause of Conditions of Contract, terminate the Contract.

- a. If the Contractor fail to remedy a failure in the performance of their obligations hereunder, within thirty (30) days of receipt of such notice of suspension or within such further period as Employer may have subsequently approved in writing.
- b. If the Contractor become (or, if Contractor consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or otherwise is guilty of breach of Agreement;
- c. If the Contractor fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Conditions of Contract hereof;
- d. If the Contractor submit to Employer a statement, which has a material effect on the rights, obligations or interests of the Employer and which Contractor know to be false;
- e. If as result of force majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f. If the Contractor, in the judgment of Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

In case the contractor fails to fulfill its obligations as per the award letter/contract agreement, Employer would be entitled to forfeit the Performance Guarantee.

6. Performance Guarantee:

The Performance Guarantee shall be as per format given in **Contract Forms**.

The Employer reserves the right to forfeit the Performance Guarantee amount, in the event of termination of contract in accordance with Clause 6 of Conditions of Contract. In the event of any defect coming to notice of Employer during the period from actual date of completion of Services and the period of validity of the Performance Guarantee as per this Contract, and in the eventuality of Contractor failing to rectify the same, the Employer will forfeit the amount of Performance Guarantee.

On acceptance of Tender the successful Bidder shall have to submit performance guarantee amounting to **10 %** of the contract value in any one of the form of irrevocable Bank Guarantee from Nationalized or scheduled bank (except Co-operative Bank) in favor of National High Speed Rail Corporation Limited or in the form of Pay Order/Demand Draft in favor of National High Speed Rail Corporation Limited payable at New Delhi. The Performance Guarantee shall be submitted within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA).

This Guarantee shall be initially valid up to the stipulated date of completion of the Contract plus 60 days beyond that. In case, the time limit for completion of work gets extended, the Contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

The Employer shall return the Performance Security to the Contractor within 21 days after the issue Work Completion Certificate by Employer.

The Contractor being determined or rescinded under provision of the Conditions of Contract the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the Employer.

Extension of time for submission of PG beyond 21 (Twenty-one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Employer, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated and the Employer shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract.

Whenever Variations and/or result in an accumulative increase or decrease of the Contract Price by more than twenty-five percent (25%) of the Accepted Contract Amount:

- a. in the case of such an increase, at the Employer's request the Contractor shall promptly increase the amount of the Performance Security by a percentage equal to the accumulative increase.; or
- b. in the case of such a decrease, subject to the Employer's prior consent the Contractor may decrease the amount of the Performance Security by a percentage equal to the accumulative decrease.

7. Payment

7.1. Payment against call basis shall be made to contractor on actual utilization.

7.2. Payment Terms

- a. No advance shall be paid for this work.
- b. Proper Tax Invoices shall be raised by the Contractor on Monthly basis mentioning GSTIN of NHSRCL.
- c. Payment shall be made within 28 days from the date of receipt of correct and complete Invoice certified by the Employer's Representative.
- d. Payment for the item shall be made, which are passed and accepted by the Employer's Representative in charge of the Employer.
- e. Statutory deductions at source, if any, shall be made from the payments.
- f. GST will be paid extra as applicable.
- g. There will be no Retention Money deducted from the invoices for this Contract.

7.3. Payment to be calculated on actual km/hrs. run of vehicle as below:

- a. For any rate slab, hour or kilometer whichever is higher will be applicable.
- b. If the hour/kilometer is higher than 12 hours or 100 kilometers, then the additional amount will be paid on pro-rata basis based on the relevant 2 hours/100

kilometers slab. The pro-rata amounts will be calculated based on hours or kilometer which-ever is higher.

- c. Night Halt for any category of vehicle will be paid at an amount of INR 200.00 per night.
- 7.4. Contractor will raise Monthly bills along with original vouchers/log-book duly signed by NHSRCL user along with original receipts of toll tax, Road Tax, Parking Charges (Airport and Railway Station), GST etc.
- 7.5. All payment to the Contractor shall be made through NEFT/RTGS / A/c payee cheque. For the purpose of RTGS Contractor has to provide his A/c Number, name of Bank, IFSC code of Bank and Address of bank etc.
- 7.6. The requirements for various services may increase or decrease and the decision of the NHSRCL in this regard shall be final and binding on the bidder. Payment shall be made against the actual work completed as per Scope of Work.
- 7.7. In the event of any dispute in respect of a portion of any bill, NHSRCL shall make payment of the undisputed portion and shall promptly notify Contractor or its representative in writing of the disputed portion(s) with reasons for the dispute, with a view to prompt resolution of the dispute.
- 7.8. No advance payment shall be made to the Contractor.
- 7.9. Contractor shall have to maintain logbook in approved preformat by Officer-in charge which shall have to be filled daily and presented to NHSRCL's authorized representative for signature. Timing and kilometer reading shall be noted every day at the time of reporting at nominated place at release from nominated place. No payment shall be made for any extra movement to and fro from garage/parking place or any other used by driver etc.
- 7.10. The rates should be inclusive of cost of fuel, Driver's salary and allowance, overtimes and all taxes, all servicing of vehicles including major/minor repair and other expenses as specified in tender document.

8. Operational Norms and Conditions:

- 8.1. It is expected that the contractor will inspect vehicle for a safe, secure and comfortable journey before leaving garage.
- 8.2. For the purpose of day to day or time to time operation, instructions shall be given by NHSRCL representative on e-mail/SMS which shall be carried out by the Contractor according to given priorities and instructions. Contractor shall operate a control room with availability through email/ SMS/Phone call, 24 hrs. on all the days for car services.
- 8.3. Contractor representative should plan and proper coordination of operations and also pass necessary instructions to the Driver for next duty.
- 8.4. **Hired Vehicle(s) should stay at out station/site as per requirement.**
- 8.5. The Contractor shall have to make his own arrangements for stay of his staff including night halts(s) etc. at his own risk and cost and also for repairs and fueling etc. of the hired Vehicle as per requirement.
- 8.6. The Contractor/Driver shall arrange to park the vehicle at a convenient place at his risk and cost. However, they shall be liable to provide the hired Vehicle to the concerned user at the requisite time without any delay.
- 8.7. Driver(s) deployed by the Contractor on the hired Vehicle for the duty of the NHSRCL, shall be required to go to various places and as such, they should be well conversant with the routes and roads of the areas.

- 8.8. The Vehicle asked for under this Service Order should be fit in all respects for use in accordance with Motor Vehicle Act and Rules and existing Laws as applicable from time to time. The Vehicle(s) must be equipped with valid documents i.e. Registration book, Insurance Certificate, Fitness Certificate, Permit, PUC and with all taxes, fees levies paid up-to-date during Contract. The responsibility of any lapse in this regard shall be that of the Contractor exclusively and the NHSRCL stands completely indemnified by the Contractor against such defaults.
- 8.9. The Contractor shall have to provide spare wheel in good condition, adequate tools in serviceable condition with vehicles to meet any eventual breakdown en-route requires minor repair during journey. The Vehicle should also have First-Aid Box and necessary Fire-fighting equipment.
- 8.10. The decision with regard to acceptance or rejection of any hired Vehicle(s) offered by the Contractor shall remain with NHSRCL and same shall be final and binding upon the Contractor.
- 8.11. Fueling of the hired Vehicle shall be carried out prior to reporting for duty and there must be adequate arrangements for fuel/lubricant with the Driver of the hired Vehicle(s).
- 8.12. Insurance: Hired Vehicles(s) should be fully/comprehensively insured by the Contractor at his own cost for all risks including strike/riots/floods/fire etc. All liabilities whatsoever arising out of the problems of the hired Vehicle(s) shall rest upon the Contractor only.
- 8.13. The Driver provided with the Vehicle(s) having minimum 3 years' experience must be physically/medically fit, professionally sound and legally competent in all respects holding valid driving license as described under prevailing Motor Vehicle Act and rules/other applicable act and rules on the subject.
- 8.14. The Driver(s) engaged / deputed with the hired Vehicle(s) by the Contractor for carrying NHSRCL's officers/staff or person(s) engaged by the Contractor if found to be indiscipline or misbehaving with the NHSRCL officers/staff or under the influence of any intoxicant, NHSRCL may ask the Contractor to replace Driver otherwise the hired Vehicle may not be accepted for duty of NHSRCL. The time lost due to such eventualities shall be entirely to the Contractor's cost and shall attract liquidated damages under this Contract. The Contractor shall ensure that his Driver refrains from smoking, alcohol or carrying any inflammable substance while on Duty.
- 8.15. In case of absence of Driver due to health or any other reason, Contractor will provide the replacement immediately.
- 8.16. It must be clearly understood that NHSRCL shall not be liable to make any other payment except the agreed hire charges as per entries in vouchers although toll taxes and parking charges shall be paid on production of original receipt with the bills. However, in case of breakdown, of Vehicle, if substitute Vehicle is provided by the Contractor to the user, no extra payment of any nature shall be due to the Contractor except the kilometer covered by the said Vehicle from the break down point to destination and back to the original reporting point.
- 8.17. If any defect occurred during journey, the Contractor shall be liable to arrange the substitute vehicle of similar specification to the user immediately within time otherwise extra expenditure incurred by the user for performing the journey will be recovered from the bill of the Contractor.
- 8.18. The Contractor will be solely responsible for any consequences and claim(s) under the law arising out of any Accident, caused by the hired Vehicle to the equipment /property personnel of NHSRCL. He shall also be responsible for any claim/compensation that arises due to damages/ injuries/property etc. caused by the hired Vehicle. The Contractor will be responsible for maintaining all Insurance including Personal and Third Party Insurance.
- 8.19. The Contractor's staff shall abide by security and safety rules and regulations.

- 8.20. The Contractor and his employees are required to maintain confidentiality and secrecy of NHSRCL.
- 8.21. The Contractor shall exclusively be liable for non-compliance of the provision of any Acts, Laws, Rules and Regulations having bearing over engagement of worker directly or indirectly for execution of the work Contractor shall undertake to indemnify NHSRCL against all actions suits, proceeding, claims, losses damages etc. which may arise under Minimum Wage Act, Payment of Wages Act, Workmen Compensation Act, Personal Injury (Company Insurance) Act, ESI Act, Fatal Accident Act, Employees Provident Fund Act, Family Pension & Deposit Linked Insurance Scheme or any other Act or Statutes not herein specifically mentioned but having any direct or indirect application for the persons engaged under this Contract.
- 8.22. NHSRCL reserves the right to get the meter calibration at any time, at its sole discretion, and in the event of any error noticed in the meter; the bill for the previous 3 Months shall be verified and corrected accordingly.
- 8.23. In case of deployment of Vehicle(s) to railway station, Airport for receiving the Officers the Contractor should advice his Driver to display a placard indicating the name of Officer for identification.
- 8.24. The rates quoted in the schedule by the Contractor shall be complete and firm for the Contract period. The rates shall be inclusive of all expenses necessary for the continuation of the service of the hired Vehicles(s) throughout the Contract duration (including mutually agreed changes, if any, in the Contract duration). Such expenses shall also include (but not restricted to) payments to Regional Transport Authorities, Labour Authorities any Govt. /Semi Govt. Local and Municipal Authorities dues, taxes, levies, fees connected with service, repair and maintenance, fuel/lubricants, all insurance charges including Personal and Third Party Insurance, local services, all expenses of the Contractor's establishment salaries, overtime, bonus etc. of the personnel employed for the hired Vehicle and any other expenses wherever necessary. The rates do not include the statutory taxes which will be payable as per actual.
- 8.25. During duty hours, the Vehicles will not be permitted to carry any passengers except NHSRCL staff.
- 9. Interpretation:** All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complementary of every part and shall be read with and into the contract.
- 10. Variation in Quantities:** NHSRCL will provide work to the Contractor based on actual requirement. NHSRCL provides no guarantee to the volume of work in this Contract. Payment shall be made as per the actual quantity and rates which shall remain same during the currency of the contract.
- 11. Penalty:**
- 11.1. NHSRCL reserves its right to impose penalty on the Contractor for the following failure:
- i) Any breach of any terms and conditions of this LOA/ Contract by the Contractor or its personnel/ driver etc.
 - ii) Failure to comply with NHSRCL Instructions.
 - iii) Failure to complete the work in allotted time specified by NHSRCL and/or resulting into direct loss and/or penalty, the same would be recovered from the Contractor.
 - iv) Failure to provide satisfactory assistance to NHSRCL.

Penalty shall be levied on the Contractor to the extent and equivalent to the loss/damage caused/suffered by NHSRCL in terms of amount due to failure of the Contractor or its personnel. Any other penalty on account of failure of the Contractor shall be determined by NHSRCL representative at the time of such failure/damage. NHSRCL shall be at liberty at its sole discretion to deduct the amount of penalty towards losses/damages incurred or suffered from the payment of running bills of the Contractor. In case the amount of loss/damage is in excess of the running bill payable to the Contractor then NHSRCL shall raise an Invoice/Debit note for the balance portion of loss damage amount to the Contractor. In case of non-payment of dues within 07 (seven) days from the from the date of raising the Invoice, debit note, the Contractor shall be liable to pay interest on the due amount at the rate of 12% (twelve percent) per annum till the recovery of outstanding amount of invoice/debit note.

- 12. Settlement of disputes:** Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties.

If amicable settlement cannot be reached all the disputed issues shall be resolved by Managing Director (NHSRCL) and his decision shall be final.

- 13. Force Majeure:** If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non- performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Employer as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.
- 14.** Subletting of work is not allowed without prior permission from Competent Authority.
- 15. Governing Law & Jurisdiction:** This contract shall be governed by the Laws of India and the courts at Delhi shall have exclusive jurisdiction for disputes arising hereunder.
- 16. Jurisdiction of Court:** All disputes arising out of the processing of offers and of the work order / letter of intent so made shall be subject to the jurisdiction of Delhi High Court, Delhi.

SECTION-6

CONTRACT FORMS



CON 1

LETTER OF ACCEPTANCE
[Insert letterhead paper of the Employer]

[Insert date]

To: *[Insert name and address of the Contractor]*

1. With reference to offer submitted on *[Insert Date]*, we are pleased to inform you that Competent Authority has accepted your offer for the **Hiring of Vehicles at New Delhi for NHSRCL** for the above mentioned Tender No. **NHSRCL/CO/ADMIN/VEH/2019/19**. Accordingly, Letter of Acceptance (LOA) is hereby issued to you for above mentioned work at a total cost of work *[Insert Amount in figure] ([Insert amount in words])* including all taxes, duties, royalties, levies, cess except GST.
2. The scope of work and other terms & conditions shall remain same as of the Tender document *[Insert Corrigendum details, if any]*.
3. You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 6, of the Tender Documents.
4. You are requested to commence work within 07 (Seven) days of Issue of Letter of Acceptance (LOA).
5. *[Insert Name of Person]* of this organization will be Employer's representative for this contract. You are requested to contact *[Insert Name of Person]* for further necessary action.
6. It may be noted that until a formal agreement is executed, this letter will constitute a binding contract between you and National High Speed Rail Corporation Limited (NHSRCL). Please take necessary action in terms of Clause No. 3.1 of Conditions of Contract.
7. This letter of acceptance is being sent in two sets. You should return one copy of it duly signed by you on all pages indicating "Unconditional Acceptance" thereof so as to reach the undersigned within one week of the receipt of this letter. This letter will become a part of the agreement.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____



CON 2

CONTRACT AGREEMENT

THIS AGREEMENT made the *[insert day]* day of *[insert month]*, *[insert year]*, between *[insert name of the Employer]* (hereinafter "the Employer") of the one part, and *[insert name of the Contractor]* (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as *[name of the Contract]* should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - 2.1 the Letter of Acceptance;
 - 2.2 the Record of Meeting on Contract Negotiation, if any;
 - 2.3 the Addenda and Corrigenda;
 - 2.4 the Financial Bid;
 - 2.5 the Technical Bid,
 - 2.6 Conditions of Contract;
 - 2.7 Terms of Reference;
 - 2.8 Any other documents forming part of the Contract
- 3 For the purpose of interpretation, the priority of the listed documents shall be in accordance with the above listed order.
- 4 In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to Design, execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 5 The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS, whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

Signed by
for and on behalf of the Employer
in the presence of
Witness, Name, Signature, Address, Date

Signed by
for and on behalf the Contractor
in the presence of
Witness, Name, Signature, Address, Date



CON 3

PERFORMANCE GUARANTEE
(Bank Guarantee)
[Insert Guarantor letterhead]

Beneficiary: *[Insert name and Address of the Employer]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Applicant") has entered into Contract No. *[insert Letter of Acceptance/ Contract Number]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of the contract and brief description of the Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]([insert amount in words])*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This Guarantee will neither be cancelled nor revoked by the bank without the written authorization of the Beneficiary. The Guarantor agrees to extend this guarantee for a period as requested by the Beneficiary in writing. Such request for extension is to be presented by Beneficiary to the Guarantor before the expiry of the validity of the existing guarantee.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except the supporting statement under Article 15(a) is hereby excluded.

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs _____ (Rupees _____ only)
- b. This Bank Guarantee shall be valid up to _____
- c. We are liable to pay the guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date which is 3 months after date mentioned at b. above).

Date -----

Place -----

[Signature of Authorised person of Bank]

[Name in Block letters] -----

[Designation] -----

[P/Attorney] No. -----

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.



SECTION-7

BILL OF QUANTITIES (BOQ)



SECTION 7: BILL OF QUANTITIES (BOQ)

(To be submitted in a separate sealed Enveloped clearly marked “FINANCIAL BID”)

NAME OF WORK: HIRING OF VEHICLES AT NEW DELHI FOR NHSRCL

The bidder quoted percentage “Above/ at Par/ Below” is applicable for all items (SN 1 to 15) and shall be quoted as one consolidated value in % (percentage).

Sl. No.	Item Description	Unit	Unit Rate (in Rs.) (excluding GST)
1	Maruti Wagonr for 4 hrs/ 40 kms.	Nos.	550
2	Maruti Wagonr for 8 hrs/ 80 kms.	Nos.	1060
3	Maruti Wagonr for 12 hrs/ 100 kms.	Nos.	1260
4	Honda Amaze /Suzuki Dezire / Toyota Etios for 4 hrs/ 40 kms.	Nos.	590
5	Honda Amaze /Suzuki Dezire / Toyota Etios for 8 hrs/ 80 kms.	Nos.	1140
6	Honda Amaze /Suzuki Dezire / Toyota Etios for 12 hrs/ 100 kms.	Nos.	1320
7	Honda City/Nissan Sunny/VV Vento/Toyota Innova for 4 hrs/ 40 kms.	Nos.	890
8	Honda City/Nissan Sunny/VV Vento/Toyota Innova for 8 hrs/ 80 kms.	Nos.	1365
9	Honda City/Nissan Sunny/VV Vento/Toyota Innova for 12 hrs/ 100 kms.	Nos.	1625
10	Toyota Innova Crysta, Tata Hexa, Mahindra XUV 500 for 4 hrs/ 40 kms.	Nos.	990
11	Toyota Innova Crysta, Tata Hexa, Mahindra XUV 500 for 8 hrs/ 80 kms.	Nos.	1640
12	Toyota Innova Crysta, Tata Hexa, Mahindra XUV 500 for 12 hrs/ 100 kms.	Nos.	1895
13	Toyota Corolla/ Altis/Honda Civic for 4 hrs/ 40 kms.	Nos.	1150
14	Toyota Corolla/ Altis/Honda Civic for 8 hrs/ 80 kms	Nos.	1740
15	Toyota Corolla/ Altis/Honda Civic for 12 hrs/ 100 kms	Nos.	2080

Over all Percentage (%) Above/at Par/Below for item from SN 1 to 15: _____

Note:

- The BOQ may not generally give a full description of the works to be performed. Bidders shall be deemed to have read the Tender Conditions to ascertain the full scope of the requirements included in each item before quoting the rates and price.
- For any increase in kilometer/hour as prescribed in specific slab, the rates from the next slab will automatically be considered.
- NHSRCL does not give any commitment about the quantities of various items. NHSRCL shall place the orders as per actual requirements from time to time. In view of above, NHSRCL only call for consolidated rate only price in percentage Above/at Par/ Below of all listed items in Bill of Quantities.
- Any change in BOQ format is not permitted. Any change in BOQ will lead to Bid being not considered for evaluation.
- The Bidder's quoted rate for the complete items shall include all taxes, costs towards power, fuels, tools and plants, tackle, equipment, materials, transport, cess, royalty, Octroi of materials, manpower, all taxes **except GST**. Levies, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary according to the Contract should be included in the quoted price. The Employer will not entertain any claim whatsoever in this respect.
- The above quoted rates will remain valid for a period of Three (03) years. No price escalation will be provided during the Contract period.

(Signature of Bidder)

Place:

Name:

Date:

Designation:

