



Projects & Development India Limited

(A Govt. of India Undertaking)

Post Box No.125,A-14, Sector-1 , Noida - 201301 ,
Dist. Gautambudh Nagar , Uttar Pradesh Phone -
0120-2529842/43/47/51/53/54
Fax - 01202529801/2541493
GSTIN No: 09AABCP1722G1ZP
CIN:U74140UP1978GO1028629

INVITATION TO BID

To :	ITB Number	11/PNMM/ARC/4702/2022-23/101266
Open Vendor	Type of Bid	Two part
	Type of Opening	Public Opening
	Date of Issue	21-07-2022
	Bid Closing Date	03-08-2022 Time : 03:00:00 PM
	Tech. Bid Opening Date	03-08-2022 Time : 04:30:00 PM
	Price Bid Opening Date & Time	Shall be intimated latter suitability
	Venue of Bid Opening	PDIL Noida
	Earnest money Deposit	Rs. 6000/- (Six Thousand only)
	Tenure/Periodicity of Contract	One Year from the effective date of LOI/PO

Bidders are advised to refer CPP Portal for updated timelines as those mentioned herein may vary and in any case the timelines displayed at the CPP Portal shall only govern.

Projects & Development India Limited (PDIL) is a Govt. of India Undertaking under the administrative control of the Dept. of Fertilizers, Ministry of Chemicals & Fertilizers. PDIL invites bid in sealed cover addressed to Addl. General Manager (MM) ,ITB reference no. and bid closing date & time duly super scribed on the cover for the under mentioned item, subject to the terms and conditions and scope of supply attached here in.

Bidders are requested to on board themselves on GeM portal for participating in similar tenders in future.

SL. No.	Material/HSN Code/ SAC Code	Description	Quantity	Unit
10	995469	ARC for providing vehicles/Taxis as and when required on urgent basis for official purpose at PDIL Noida	1	AU

For & on behalf of
Projects & Development India Ltd.

(P.R.SAHU)

Addl. General Manager (MM)

ARC for providing vehicles/Taxis as and when required on urgent basis for official purpose at PDIL Noida

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ANNEXURE-I

ARC for providing vehicles/Taxis as and when required on urgent basis for official purpose at PDIL Noida

PRE QUALIFICATION CRITERIA (PQC)

1. Bidder must have at least 3-4 vehicles on fleet, registered after January 2021 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/Vehicle 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)

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

ANNEXURE-II**INSTRUCTION TO BIDDERS (e-PUBLISH)**

1.0 A bidder who meets the Pre-Qualification Criteria as per ITB and 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 respects as per terms & conditions of contract on or before the bid closing date and time.

2.0 Submission of Bids:

Bidders are required to submit their bids under two (02) envelopes as below:

Envelope A: Un-priced Technical and Commercial Bid along with the following documents (photocopies) shall be in this envelope:

- i. Documents in support of 'Pre-Qualification Criteria for Bidders' indicated in Annexure-I of ITB as per the requirement.
- ii. Complete ITB documents duly signed & stamped in each page with "Deviations"/ "Exception" sheet (if any) and all Annexure duly filled in.
- iii. **Price Confirmation Copy** - A copy of Priced offer as per 'Price Schedule' format attached as Annexure – V keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties, shall be submitted.
- iv. Copy of Check List enclosed duly filled by the bidder making all the points clear and not leaving any voids.
- v. Photo copy of PAN card.
- vi. A Copy of GST registration certificate
- vii. Any other document as per the requirement specified in the ITB.

Envelope B: Price Bid

Price Schedule as per Annexure-V with quoted rates in Rs. and Taxes & Duties, as applicable, signed and stamped.

All the above envelopes should be super scribed with respective **Envelope no., ITB No. and closing date of the bid**. Both the (02) envelopes should be sealed and placed in a THIRD (03) envelope which should also be super scribed with our **ITB No. and closing date of the bid** and addressed to the under mentioned:

Addl. General Manager (MM)

Projects & Development India Limited

PDIL Bhawan, A-14, Sector 1,

Noida – 201 301, Gautam Budh Nagar (UP)

Tel: 0120-2529842/43/47/51/91 (Extn. 344, 301), Fax: 0120 – 2529801

e-mail: prsahu@pdilin.com; anjali@pdilin.com; vgrao@pdilin.com;

3.0 Opening of Bids

Bid opening will be Public. Envelope A only will be opened on Technical Bid Opening Date.

Price Bids (Envelope B) of only those bidders will be opened which will be considered technically and commercially acceptable.

4.0 Evaluation of Bids

Bids shall be evaluated for Pre-Qualification Criteria (PQC) first and Techno-Commercial Bid Evaluation shall be carried out, only for those Bids which shall meet the Pre-Qualification Criteria (PQC).

Bids shall be scrutinized on Techno-Commercial parameters. Bids having unacceptable deviation may be rejected at this stage. However, clarifications may 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 considering the quoted prices by the bidder in the Price Schedule / Schedule of Rates along with GST.

Incomplete Price Schedule may result into rejection of bid.

The award shall be made on overall Lowest (L1) Bid subject to provision of PPP for MSE-Order-2012 read with the respective amendment. (Refer Clause No. 5.2 to 5.3 below).

5.2 Public Procurement Policy For Micro & Small Enterprises (MSEs)-Order, 2012: Purchase Preference Benefits 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 revision shall be applicable subject to submission of copy of valid/active Udyog Aadhaar Memorandum / Udyam Registration Certificate.

5.3 The enquired Services/items are not splittable.

6.0 Earnest Money Deposit (EMD) : Rs. 6,000/- (Six Thousand only)

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 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 for 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:**
Not applicable

- 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 physically in the bid box at the office of **Addl. General Manager (MM), Materials Management Department, Projects & Development India Ltd., PDIL Bhawan, A-14, Sector-1, Noida, Pin 201301, Gautam Budh Nager (UP)** or by registered post/courier on the above address so as to reach well in advance of the closing date and time. Offers received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever including postal/courier delay.
- 18.0 To know more about PDIL, please visit our website <http://www.pdilin.com>

ANNEXURE III**GENERAL CONDITIONS OF CONTRACT (GCC)****1.0 Scope of Contract**

The Scope of Contract shall be as per Scope of Work defined in Annexure-VIII, 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.

2.1 Price Basis

Duly executed at PDIL, Noida.

3.0 Taxes and duties

- 3.1 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 (%) along with corresponding HSN / SAC Code and 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.

- 3.2 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.

- 4.0 **Effective date of Contract/ P.O:** Shall be date of Award of Contract/LOI/PO.

- 5.0 **Completion Period / Time Schedule:** For a period of 1 year.

- 6.0 Completion Period: The Contract shall be valid for a period of One (01) year from the effective date.

6.1 For Annual Maintenance Contract (AMC)/ Annual Rate Contract (ARC)

The Contract shall be valid for a period of One (1) Year from the Effective date. This period can be further extended on mutual agreement.

7.0 **Payment Terms**

100% 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 bills shall be submitted with all necessary documents to the operator of the contract on monthly basis (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.

7.2 **Contact Person/Operation of Contract:** The Contract shall be operated by HOD (P&A) PDIL, Noida at the following address:

Projects & Development India Limited
PDIL Bhawan, A-14, Sector-1,
Noida- 201301, Gautam Budh Nagar

8.0 **Security Deposit**

8.1 Security cum Performance Guarantee/ Security Deposit for an amount of Rs. 13,500/- shall be submitted within 15 days of issuance of LOI/Contract/P.O, in the form of Demand Draft (DD)/Banker's Cheque. The same shall be valid to cover completion period.

Bank Guarantee (BG) for Security Deposit shall be entertained for value \geq Rs 1.00 lac. PBG shall be valid to cover completion period plus three (03) months claim period thereafter. PBG shall be issued by any Scheduled Commercial Bank. Format of PBG is enclosed herewith at Annexure-IX.

In the absence of submission of Security Deposit, the equivalent amount after adjustment of EMD amt., if any, shall be adjusted from the bills.

8.2 In case of ARC, Earnest Money deposit (EMD) shall be retained as Security Deposit for faithful performance of contract.

8.3 No interest shall be payable on Security Deposit.

8.4 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.

8.5 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**

In the event of delay in completion beyond contractual completion period, price reduction @ 0.5% per week or part thereof subject to maximum 5% of total P.O value shall be recovered from Contractor's bill(s).

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 (For AMC/ ARC)

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.

The Contractor shall comply with at his cost all safety norms such as Fire and Safety regulation act as applicable at site.

The Contractor shall be responsible for all risk involved in respect of their personnel and material at site and arrange proper insurance coverage at his cost.

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 Contract shall be deemed to have been entered into at Noida and all cases of action in relation to the Contract shall, therefore, be deemed to have been assigned within its jurisdiction for respective Unit/location.

ANNEXURE- IV**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: Price to be quoted shall be firm and subject to no escalation till the execution of the Contractual completion Period.	To Confirm	
2.0	Please indicate applicable rate of GST (in %)		(@ _____ %)
3.0	Completion Period/Time Schedule: As per Clause 6.0 of GCC.	To Accept	
4.0	Validity: Shall be 90 days from date of opening of Technical Bid.	To Confirm	
5.0	Period of Contract :As per clause 6.0 of Annexure-III of ITB	To Accept	
6.0	DOCUMENTS (DULY SIGNED BY AUTHORISED SIGNATORY & STAMPED) TO BE FURNISHED.		
6.1.	Relevant documents (copy duly signed and stamped) in support of Bidder's Pre-Qualification Criteria (PQC) indicated in Annexure-I of ITB.	To Furnish	
6.2	Complete ITB documents duly signed & stamped on each page as a token of acceptance of all terms and conditions of ITB.	To Furnish	
7.0	Photocopy of PAN Card	To Furnish	
8.0	Format of Details for payment, all the details duly filled in (Annexure-V).	To Furnish	
9.0	Copy of GST Registration Certificate	To Furnish	
10.0	Name, Designation, Telephone Nos., Fax No. & e-mail of Contact Person for this Enquiry.		
11.	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.)		
11a.	Whether the M S E Company is owned by SC / ST (YES / NO.)		
11b.	Whether the M S E Company is owned by Woman (YES / NO.)		
12.	Confirmation of Acceptance to all Terms and Conditions of the Tender Document in totality.		
14.	SAC Code (Bidder to indicate)		
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 – V**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	Contractor Name / Company Name	
	Address:	
	Phone No.	
	E-mail ID	
2.a)	Name of the Bank	
b)	Address of the Branch	
	Telephone No.	
c)	9 Digit Code number of the Bank and Branch appearing on the MICR cheque issued by the Bank	
d)	11 Digit NEFT/IFSC Code of the Bank Branch	
e)	Account Type (SB/CC/CA)	
f)	Account Number	
g)	Permanent Account Number (PAN) Under Income Tax Act.	
h)	GST Registration Number	
i)	Name of Authorized Signatory	
j)	Contact Person Name	

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

Authorized signatory of the bidder

Title.....

Designation.....

Date:.....

Annexure-VI

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

DECLARATION

To,

Projects and Development India Ltd.

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 :

Annexure-VII**SCHEDULE OF RATES**

S.No.	Description	Hatchback (AC) In Rs.	Sedan (AC) In Rs.	SUV (AC) In Rs.
A	LOCAL JOURNEY (within NCR)			
i)	Charges for 9 hours & 80 kms			
ii)	Charges for 4 ½ hours & 40 kms			
iii)	Charges for extra per km (beyond 9 hours 80 kms)			
iv)	Charges for extra time (per hour)			
v)	Night Stay charges (After 11 PM to 5 AM)			
B	OUTSTATION JOURNEY (Outside NCR)			
i)	Charges per km (Minimum 250 km / day)			
ii)	Night stay charges (per night)			
C	TOTAL [A(i) to (v) +B (i)+(ii)] for each vehicle category			
D	GRAND TOTAL (Hatch Back + Sedan + SUV) (Total of all columns in Row C)			
<ul style="list-style-type: none"> - GST Tax shall be paid extra as applicable. Bidder to indicate the present Rate of GST applicable.....%. - The above rates are inclusive of Maintenance Cost, charges for fuel, Engine Oil, Road Tax, Passenger Tax, Salary of Driver and no extra charges shall be paid by PDIL on these account. 				

Note:

- i) Bidders are required to quote against each item.
- ii) **Bidder shall be selected for award of contract based on overall lowest (L1) value of Row D i.e. GRAND TOTAL (Hatch Back + Sedan + SUV)**
- iii) Parking charges, DND Charges, Toll Tax, State Entry Tax (for PDIL official visit only) shall be paid extra as per actual on submission of documents (in original)
- iv) Any other Tax / Duty / Levy as may be applicable shall be borne by the Contractor.
- v) For outstation journeys, payment will be restricted to actual KM travelled with minimum 250 KMs per day.
- vi) NCR would mean Delhi, Gautambudhnagar, Ghaziabad/Sahibabad, Faridabad, Palwal, Ballabgarh & Gurugram/Manesar.

(Signature of Bidder)

Name _____

Seal _____

Annexure-VIII**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 2021.
- 1.2 The day to day requirement of vehicles shall be as follows:
 - a) Hatchback (AC) –Wagon R / Santro/ Go /Kwid / etc.
 - b) Sedan (AC) - Honda City / Maruti Dzire / Tigor / Hyundai Accent etc.
 - c) SUV (AC) (7/8 seater) (AC) –Scorpio/ Innova / Ertiga 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 While on duty to pickup guests from Railway Station / Bus Stand / Airport, the driver(s) shall display the placard (provided by PDIL) at the EXIT or suitable location for picking the guest.
- 1.5 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 / bidis 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.
- 1.6 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 3rd 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 pickup 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 (On declaration of the address of the Garage by the contractor, else his office address will be considered for the purpose).

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/Fast Tag, 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.
- 3.2 The service provider shall be responsible for ensuring compliance with provisions related to Labour law (Central/State) and especially Minimum Wage Act, Payment of Wages Act, Payment of Bonus Act, Contract Labour Regulation Act, PF, ESIC Act, Workmen compensation Act, etc. as applicable time to time. Further documents related to above may be submitted whenever required. If it is found that Contractor has violated

- any law, strict action shall be taken against them and penalty shall be imposed as per applicable law.
- 3.3 The employees of the service provider /contractor shall not be deemed to be employees of user department, hence compliance of the applicable acts laws will be sole responsibility of the service provider.
- 3.4 The Contractor shall make payment to the drivers of taxies deployed.
- 3.5 The vehicle shall be insured properly covering the Driver & the passengers.
- 3.6 Vehicle if required may be called on Saturday's /Sunday's/Holidays also, No mileage will be allowed to drivers for Breakfast, Lunch or drawl of fuel etc.

3.7 Payment Terms:

100% 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 bills shall be submitted with all necessary documents to the operator of the contract on monthly basis (if any).

Annexure-IX

DETAILS OF TAXI(S) AVAILABLE IN THE FLEET

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

Signature of Authorized Person

Seal:.....

Annexure-X

SECURITY CUM PERFORMANCE BANK GUARANTEE
(STAMP PAPER TO BE PURCHASED ON NAME OF BANK)

This guarantee made this _____ day of _____ (Year in four digits) between a company incorporated in (mention name of the Bank/ company) _____ having its registered office at _____ (hereinafter called the "BANK" which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns) of the one part; and M/s. _____ (Purchaser), a company incorporated in India under the Indian Companies Act 1956 and having its registered office at PDIL Bhawan , A-14 , Sector-1 , Noida – 201301, Dist. – Gautambudh Nagar (U.P) (hereinafter called the "PURCHASER" which expression shall include its successors and assigns) of the other part.

WHERE AS M/s _____ (Seller) a Company incorporated in _____ and _____ having its Registered Office at _____ (hereinafter called the "COMPANY" which expression shall include its successor and assigns) have secured order Number _____ dt. _____ For supply/ supply-cum-erection of _____ at a total cost of _____ plus site supervision services on per diem rate basis as applicable from the PURCHASER / OWNER.

WHEREAS

1. It is one of the terms of the said order that the COMPANY shall furnish to the PURCHASER/OWNER a guarantee of a BANK which shall be for 10% of the value of the order and shall be valid for the duration of supply of the services covered by the said order and the period of defects liability in respect of the said services plus claim period of six months.
2. The BANK has at the request of the COMPANY agreed to give in favour of the PURCHASER a guarantee in manner hereinafter appearing which the PURCHASER has agreed to accept.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the premises the BANK hereby unconditionally guarantees to the PURCHASER due observance and fulfillment by the COMPANY of the terms of the said order relating to the said equipment and of the performance warrantees which is a part of the said order and agrees and undertakes that if the COMPANY fails to observe and fulfil the said terms of the said order and/or the performance warrantees then the BANK shall immediately pay to the

PURCHASER on demand such sum or sums of money to the extent of _____ being 10% of the value of the said order on account of losses and damages suffered by the PURCHASER as may be claimed by the PURCHASER by reason of such non-observance and non-fulfillment by the company as aforesaid and shall also indemnify the PURCHASER against all losses and damages which may be suffered by the PURCHASER aforesaid and against all costs, charges, expenses which may be incurred by the PURCHASER in connection herewith.

2. The BANK hereby agrees that the decision of the PURCHASER as to the failure on the part of the COMPANY to fulfil their obligations as aforesaid and/or as to the amount payable by the BANK to the PURCHASER hereunder shall be final, conclusive and binding on the BANK.
3. All compensations and payments received by the PURCHASER from Bank on behalf of the COMPANY shall be regarded as payments in gross and in the event of the COMPANY BEING wound-up, the PURCHASER will be entitled to prove against the properties of the COMPANY in respect of the whole of the COMPANY's indebtedness to the PURCHASER without any right on the part of the BANK to stand in the PURCHASER's place in respect of or to claim the benefits of such imposition and payment or any security held by the PURCHASER until the PURCHASER shall have received the full amount of the PURCHASER's claims against the COMPANY.
4. This guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by the PURCHASER on account of the moneys hereby intended to be secured and the PURCHASER at its discretion and without any further consent from the BANK and without affecting the liability of the BANK and the rights of the PURCHASER against the BANK may be compound within given time or other indulgence to or make any other arrangement with the COMPANY and nothing done or omitted to be done by the PURCHASER in pursuance of any authority or permission contained in the guarantee shall affect or discharge the liability of the BANK.
5. Though as between the COMPANY and the BANK, the BANK is SURETY only, the BANK agrees that as between the PURCHASER and the BANK, the BANK is principal debtor to the PURCHASER.
6. This guarantee shall not be affected by any change in the constitution of the BANK or the COMPANY nor shall this guarantee be affected by any change in the constitution of the PURCHASER or any amalgamation or absorption with any other body corporated and this guarantee will be available to or enforceable by such body corporate.
7. The guarantee shall be continuing guarantee and continue to be in force notwithstanding the discharge of the COMPANY by operation of law and shall cease only on payment in full to the PURCHASER by the BANK of the amount hereby guaranteed and on the claim of the PURCHASER against the COMPANY on any account whatsoever being satisfied.

8. In order to give full effect to the provisions of this guarantee the PURCHASER will be entitled to act as if the BANK were the principal debtor to the PURCHASER and the BANK hereby waives all or any of its rights as surety.
9. This guarantee is irrevocable except with the written consent of the PURCHASER.
10. This guarantee shall remain valid up to _____.
11. Any notice by way of request demand or otherwise hereunder may be sent by post to the BANK addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the PURCHASER that the envelope so posted shall be conclusive.
12. These presents shall be governed by and construed in accordance with Indian Law.
13. Notwithstanding anything stated above, the BANK's liability to the PURCHASER under this guarantee shall be limited to _____ and the guarantee will remain valid up to ____ provided that unless a claim under this guarantee is made by the PURCHASER against the BANK within three (03) months of the said date of expiry of this guarantee, the claim shall be forfeited and the BANK shall be relieved and discharged from all liabilities under this guarantee.

IN WITNESS whereof the BANK has hereunto affixed its common seal the day and year first above written.

THE COMMON SEAL OF THE ABOVE NAMED BANK has hereunto been affixed in the presence of