

Tender No. NHSRCL/ MUMBAI/VEHCILE/18-19/06

No- NHSRCL/Mumbai/CPM-1/2018

Date: 13.08.2018

CORRIGENDUM - 1**Corrigendum Summary Sheet**

No.: NHSRCL/MUMBAI/VEHCILE/18-19/06

S.No.	Page No.	Older Version	Revised Version
1.	Pg 11 To be substituted with Pg 11R	Clause 1.2 a	Clause added as below : <i>Post Award, within next 7 days the Tenderer should make all the proposed vehicles ready for hire to NHSRCL and at least 50% of those to be directly owned by the tenderer.</i>
2.	Pg 29 To be substituted with Pg 29R	Clause 26.19	The clause is being amended as : <i>Using the vehicle in Mumbai, Navi Mumbai or suburban areas of Mumbai, Thane, Vasai-virar, Boisar, Mira Bhayander, Palghar, Dahanu upto Talasari. Out station may be considered beyond these areas</i>
3.	Pg 12 To be substituted with Pg 12R	Clause 1.6	Revised as per revised page 12R
3.	Pg 30 To be substituted with 30R	At Clause 26.21	The revised clause is to be read as kept at page 30 R
4.	Page 32 A, 32B, 32C to be added	-	Clause 26.25, 26.26, 26.27, 26.28 and 26.29 are added.

Instructions to Tenderers (ITT)

A.	INTRODUCTION
1.0	<u>General</u>
1.1	Name of the Work: As indicated in 'Appendix to Tender. i.e. "Tender for hiring of vehicle for Mumbai - Ahmedabad high speed railway project in Maharashtra under CPM/1/Mumbai."
1.2	<p>The bidder should accompany the following documents duly sealed in the tender envelope:</p> <p>i) Attested copies of Affidavit for sole proprietorship / partnership deed / memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc.</p> <p>ii) Attested copy of power of attorney on non judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer.</p> <p>iii) Earnest Money Deposit of Rs. 2,44,680/- may be submitted in the form of Pay Order/Demand Draft/Fixed Deposit Receipt payable in favour of M/s National High Speed Rail Corporation Limited at New Delhi. Tender received without Earnest Money Deposit shall be summarily rejected.</p> <p>iv) Attested copy of Goods and Service Tax Registration (as applicable) & PAN Card.</p> <p>v) Details of deployment of resources i.e. vehicle Number, Model and Make</p> <p>vi) Last Three financial year's and current financial year audited Balance Sheet duly certified by Chartered Accountant for eligibility criteria @ 150% of Advertised Cost.</p> <p>vii) Copies of the work completion certificates duly attested from the clients for having completed works of similar nature should be as per enclosed format.</p> <p>viii) The work experience certificate of works executed on back to back basis / Sub-let works shall not be considered.</p> <p>ix) List of permanent drivers and staff employed by the tenderer.</p> <p><u>Complete documentary evidence should be submitted by bidder.</u></p>
1.2a	<u>Post Award, within next 7 days the Tenderer should make all the proposed vehicles ready for hire to NHSRCL and at least 50% of those to be directly owned by the tenderer.</u>
1.3	The work is proposed to be executed under the following relationship:
a)	Client: National High Speed Rail Corporation Limited, 1104, Eleventh Floor, Tower 2, Indiabulls Finance Centre, Senapati Bapat Marg, Elephinston Road (West), Mumbai - 400 013.
b)	Employer: National High Speed Rail Corporation Limited address as above.
c)	Contractor: The successful Tenderer to whom the work is awarded shall become the Contractor who will execute the work.



1.4	Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/ “Tenderer”) “bid/tendered”, “bidding”/ “tendering” etc are synonymous. Day means calendar day. Singular also means plural.
1.5	Scope of Work: Hiring of vehicle for the official use by NHSRCL for 36 months. The details of vehicle are as follows: a) Innova or simillar b) Xylo/Ertiga or simillar c) Wagon R /Hatchback Type or similar for 2000Kms per month with driver, cleaner, fuel including repairs etc.
1.6	NIT Response: Check page 32 B & 32C The NIT Response must be properly signed as detailed below: By the proprietor in case of a proprietary firm. By the partner holding the power of attorney in the case of a firm in partnership (a certified copy of the power of attorney shall accompany the Tender). By a duly authorized person holding the power of attorney in the case of a limited company or corporation (a certified copy of the power of attorney shall accompany the Tender). By ROC nominated directors of the company in the case of a private limited company.
1.7	Tenderers may carefully 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 found to be in accurate or untrue Tenderers may carefully 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 found to be inaccurate or untrue.
1.8	A Tenderer 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 Tenderer’s disqualification.
2.0	Rates / Prices/Costs
	The rates shall be offered in the enclosed “Bill of Quantity” (BOQ). The rates shall include cost of all activities, wages, all allowances and benefits, payment towards entitled medical and annual leave, PF & PF contributions, incidental costs, insurance (as applicable). GST will be paid extra.
B	BIDDING DOCUMENTS
3.0	Content of bidding documents
3.1	The bidding documents include the following: Notice Inviting Tender (NIT) Instruction to Tenderer(ITT) Appendix to Tender Form of Bid Terms of References (ToR) Bill of Quantities
3.2	The bidder is expected to examine all instructions, terms, conditions, forms, specifications and any other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not



	<p>vehicle.</p> <p>During the currency of contract, vehicle cannot be used for any other purpose except for NHSRCL.</p> <p>Vehicle should always be kept neat & clean from inside / outside. All seats must have good quality cover and washed or replaced frequently otherwise NHSRCL will not accept it.</p> <p>The Contractor should submit the details and documents of the vehicle provided to this office immediately on receipt of acceptance letter. The vehicle documents submitted, should clearly mention the date of purchase, make, model, registration no., Chassis No., type of fuel i.e. Diesel or Petrol, etc. The agreement will be considered operated from the date from which the vehicle is actually pressed into service.</p> <p>The vehicle provided to NHSRCL must be fully and comprehensively insured covering the risk to the driver and all the passengers also. The insurance shall protect the contractor and NHSRCL against all risk, claims for loss, injuries, disability, disease and death of members of public including NHSRCL men and damage to the property of others arising from the use of vehicle during operations irrespective of the ownership of such vehicle.</p> <p>Using the vehicle in Mumbai, Navi Mumbai or suburban areas of Mumbai, Thane, Vasai-Virar, Boisar, Mira Bhayander, Palghar, Dahanu <u>upto Talasari</u> .& Dadar and Nagar Haveli etc. Out station may be considered beyond these areas.</p>
26.20	Driver
	<p>During emergencies, the driver shall report for duty within 2 hours even in his off hours on call, failing which a penalty of Rs. 500/- will be deducted from bills.</p> <p>Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.</p> <p>Drivers deployed shall be skilled, well behaved, well dressed as instructed by officer-in-charge holding valid tourist driving license, and capable of undertaking minor repairs of vehicles. Drivers shall have adequate knowledge of local routes of Mumbai and adjoining areas. All papers should be readily available with the vehicles like registration, PUC, Permit for running the vehicles in Maharashtra etc. Vehicles should be insured against accident as per rules and statutory obligations, certificate towards road tax etc. Driver shall be able to produce relevant documents as and when requisitioned from him. Consequences of failure to comply with any rules and regulation of the concerned authorities shall be the sole responsibility of the contractor.</p> <p>Driver should have adequate amount in vechile during the travel for payment of toll tax, emergency repairs, parking, filling of diesel, oil, valid tourist license etc.</p> <p>Driver should never be under the influence of alcohol during Duty hours. Contractor shall replace the driver permanently in case of non-compliance.</p> <p>Contractor has to submit the "POLICE VERIFICATION" of the driver within 15days</p>



	<p>after award of contract.</p> <p>In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle, payment will be made as per BOQ. However, working hours will be counted only up to the time when the vehicle is in use before the driver is permitted to take rest.</p> <p>NHSRCL will not provide any accommodation to driver. Driver himself shall arrange Boarding / Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor / service provider for housing of driver and parking of the vehicle so that the same is available at short notice. In general driver, along with the vehicle, may be required to report at the residence of the officer using the vehicle and which may be either in Mumbai, Navi Mumbai or suburban areas of Mumbai such as Vasai-Virar, Mira Bhayander, Palghar, Dahanu & DNH etc.</p> <p>No change of driver/s shall be allowed without prior permission of NHSRCL.</p> <p>Regulatory verification of driver's conduct/ character/ antecedent as required are sole responsibility of the contractor.</p> <p>The base station of the vehicle can be different and would be decided by NHSRCL from time to time.</p> <p>The agency should strictly comply all the labour laws. NHSRCL shall not be responsible for any violation.</p>												
26.21	<p>RATES:</p> <p>The rates quoted by firm and accepted by NHSRCL shall be firm and final for first twelve <u>Six</u> months from the date of opening of Tender / Negotiation.</p> <p>For items NS1, NS2, NS3 and NS4 Diesel variation clause shall be applicable involving ACTUAL running Kilometers clocked by vehicles. The basis for calculation of variation in Diesel prices shall be as : Diesel price Variation in rs per Km = {(New diesel Price in Rs per Litre)-(Diesel Price on date of award)}/(Mileage in Km per Litre for vehicle). Mileage for Hatchback or equivalent AC is considered as 15 Km per litre and Bolero, Innova/Ertiga is considered as 12 Km per Litre for calculation basis only. Base diesel price shall be taken as per actuals on the date of award. <u>Post first 6 months, the rates shall be revised quarterly as stated above with respect to the actual rate as available on the 1st of every successive 3 months.</u></p> <p>GST, parking charges and Toll tax charges, if incurred during the onsite duty shall be reimbursed/paid on submission of documentary evidence as as admissible as per the applicable Rules & Provisions.</p> <p>Applicable taxes shall be deducted at source as per extant rules.</p>												
26.22	<p>PENALTY:</p> <p>The Penalty for some of the defaults is as under:</p> <table border="0"> <tr> <td>Late Reporting</td> <td>: Rs. 100/- Per Day</td> </tr> <tr> <td>Non Reporting</td> <td>: Rs. 500/- Per Day</td> </tr> <tr> <td>Vehicle provided not as specification</td> <td>: Rs. 500/- Per Day</td> </tr> <tr> <td>Refusal of Duties</td> <td>: Rs. 500/- Per instance</td> </tr> <tr> <td>Non Observation of Dress Code</td> <td>: Rs. 100/- Per instance</td> </tr> <tr> <td>Changes of drivers without</td> <td></td> </tr> </table>	Late Reporting	: Rs. 100/- Per Day	Non Reporting	: Rs. 500/- Per Day	Vehicle provided not as specification	: Rs. 500/- Per Day	Refusal of Duties	: Rs. 500/- Per instance	Non Observation of Dress Code	: Rs. 100/- Per instance	Changes of drivers without	
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26.25	<p>TECHNICAL ELEGIBILITY CRITERIA(To be read in conjuncture with Page 6, NIT to Tender)</p> <p>a) The tenderer(s) should have physically completed at least one similar nature of single work for a minimum value of 35% of advertised tender value with in the qualifying period, i.e., three previous financial and current financial year up to the date of Tender opening (even though the work might have commenced before the qualifying period).</p> <p>Similar nature of work means “Work carried out for hiring of vehicles for Govt/Semi gove/PSUs/Corporations”.</p> <p>b) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, shall be considered. In case, final Bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions will be considered.</p> <p>If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deductions will be considered.</p> <p>However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower shall be considered for judging eligibility.</p> <p>c) The works executed by the tenderer for Government Departments or Semi Governments/ Public Sector undertakings/Corporations shall only be considered for eligibility. Works executed for private parties shall not be considered.</p> <p>Tenderers shall submit self-attested photo copies of their Experience Certificates issued by an officer not below the rank of Executive Engineer / Equivalent grade in other Central / State Government Departments / Semi Government Departments / Public Sector Undertakings.</p> <p>The certificate should indicate there-in the name of works executed, value of works, and period during which completed, bill paid etc., and with the signature, seal of the issuing officer, details of department, etc.</p> <p>d) The value of work completed will not include the cost of any materials issued free of cost by the Railway/ Department concerned. Price Variation amount (if any) if indicated / incorporated in the experience certificate will also be considered towards eligibility.</p>
26.26	<p>FINANCIAL ELIGIBILITY CRITERIA(To be read in conjuncture with Page 6, NIT to Tender)</p> <p>The tenderer(s) shall be eligible only if he / they fulfill Eligibility Criteria of having received total contract amount during the last three financial years and in the current financial year upto date of tender opening, with a minimum of 150% of the advertised tender value.</p> <p>Tenderer(s) should submit to this effect an attested certificate from the Government Departments or Semi Governments/Public Sector under takings for the work done for</p>



	them, Audited balance sheet duly certified by the Chartered Accountant.
26.27	<p>CONDITIONS FOR PARTICIPATION OF PARTNERSHIP FIRM / PROPRIETARY FIRM / PRIVATE LIMITED COMPANY / LIMITED COMPANY: (In lieu of Clause 1.6 Page 12)</p> <p>1.1 i) In case the tenderer is an individual / proprietary concern, the experience and turnover shall be in the name and style of the Individual / Proprietary concern only. (Note: The partner of a Partnership Firm cannot claim the credentials of Partnership Firm to the extent of his share either during the subsistence of the Partnership Firm or after its dissolution).</p> <p>ii) In case the tenderer is a Partnership Firm(s), the experience and turnover shall be in the name and style of the firm only.</p> <p>iii) If the Tenderer is a Partnership Firm, all the partners shall be jointly and severally liable for successful completion of the work and no request for change in the constitution of the Firm shall be entertained.</p> <p>iv) During the currency of the contract, no partner of the firm shall be permitted to withdraw from the Partnership business and in such an event it shall be treated as breach of trust and abandonment of contract work.</p> <p>1.2 Partnership deeds, Power of Attorney etc: - The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a Partnership concern. If the tender is submitted on behalf of a Partnership concern, he should submit the certified copy of Partnership deed along with the tender and authorization to sign the tender documents on behalf of Partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. NHSRCL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.</p> <p>1.3 The tenderer whether sole proprietor, a Limited Company or a Partnership Firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a 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, 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.</p> <p>1.4 a) In case Proprietary Firm or HUF, the following documents shall be enclosed: Affidavit on stamp paper of appropriate value declaring that his/her concern is a proprietary concern and he/she is sole proprietor of the concern or he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power</p>



	<p>and consent given by other partners to act on behalf of HUF.</p> <p>b) In case Partnership Firm(s), the following documents shall be enclosed:</p> <p>i) Notary certified copy of the Partnership deed. Note: Partnership deed is also acceptable as per Para No.1.0 of Special Conditions of Contract.</p> <p>ii) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the Partnership Firm to sign on the tender/agreement on behalf of the Partnership Firm and create liability against the firm.</p> <p>c) In case Private Limited /Limited Companies, the following documents shall be enclosed:</p> <p>i) Notary certified copy of Resolution of the Directors of the Company permitting the company to participate in the tender, authorizing MD or one of the Directors or Managers of the Company to sign the agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company.</p> <p>ii) Copy of Memorandum and Articles of Association of the Company.</p> <p>iii) Power of Attorney (duly registered as per prevailing law) by the company authorizing the person to do/act mentioned in the para (c) (i) above.</p>
26.28	Tender received without Tender fee cost shall be summarily rejected.
26.29	<p>The General Conditions of Contract governing the execution of the works covered by this tender are the "IRS General Conditions of Contract" of the Engineering Department, as amended from time to time up to date. A copy of the booklet incorporating the above "IRS General Conditions of Contract" may be perused from www.indianrailways.gov.in</p> <p>In submitting this tender it would be deemed that the tenderer has kept him fully informed of the provision of IRS General Conditions of Contract including all corrections and Amendments issued up to date and claim that he is not aware of any amendment or correction slip to IRS GCC shall not be entertained.</p>

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