



**TENDER DOCUMENT FOR  
HIRING OF HATCH BACK AND SEDAN CAR  
FOR HALCON CARGO COMPLEX, NASHIK**

**HALCON  
(Air & Sea Cargo Complex)  
A Joint Working Group of HAL & CONCOR  
Vill Janori, Tal Dindori, Dist Nashik  
Maharashtra – 422 206  
PH-02557-245296**

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## TENDER NOTICE

1. Open tenders in two bid system is invited for the below mentioned works from established, experienced and reliable firms/contractors/Joint Venture/Consortium firms registered or have worked or working for at least **3 years** with Railway/CPWD/MES/PWD/PSU/Reputed organizations.
2. The Tender document can be obtained from O/o Chief Executive Officer/HALCON, Air & Sea Cargo Complex, Vill Janori, Tal Dindori, Dist Nashik, Maharashtra – 422 206 on payment of **Rs.1120/- (inclusive of 12% GST)** or can be downloaded from the website [www.concorindia.com](http://www.concorindia.com) / [www.hal-india.com](http://www.hal-india.com) and the intending bidders should pay the tender documents sale price of **Rs.1120/- (inclusive of 12% GST)** at the time of submission of the tender document.
3. Complete tender papers duly accompanied with stipulated documents & EMD, shall be received HALCON as per date and time mentioned below and tender shall be opened in presence of bidders or their authorized representatives.

Tender No.	HALCON/Tender/Vehicle/2018
Name of Work	<b>Hiring Of Hatch Back Car And Sedan Car On Monthly Basis For ICD / ACC Janori HALCON, Nashik</b>
Estimated Cost	<b>Rs.26, 89,404</b> for the contract period i.e. <b>24 months</b> or up to <b>25.09.2020</b> .
Completion Period	<b>24 months or up to 25.09.2020 whichever is earlier</b>
Earnest Money Deposit	Rs.53,788
Cost of Tender Document	Rs.1120/- (inclusive of 12% GST) (Non-refundable)
Security Deposit	10% of the value of the work
Date of sale of Tender	<b>20.09.2018 (10:30hrs) to 10.10.2018 (upto 15:00 hrs)</b>
Date & Time of submission of Tender	<b>10.10.2018 upto 15:30 hrs</b>
Date & Time of Opening of Tender.	<b>10.10.2018 at 16:00 hrs.</b>
<b>Financial eligibility Criteria</b>	The sum total (arithmetic Sum) of tenderer's turnover/revenue (income) from operations for the last three financial years ( <b>i.e 2015-16, 2016-17, 2017-18</b> ) of value not less than <b>Rs.2,01,705</b> per annum The information shall be supported by CA certificate & Balance Sheets and Profit & Loss statements of specified last three financial years.
<b>Technical Eligibility Criteria</b>	<ol style="list-style-type: none"> <li>1. Tenderer should have taxi quota and owning /attached at least one hatchback and one sedan car of year of manufacture not older than <b>2017</b> OR undertaking to purchase the vehicles in his own name and deploy within <b>45 days</b> of award of contract or on the date of commencement of work, whichever is earlier.</li> <li>2. Tenderer should have at least <b>3 years</b> experience of running a travel business in Govt./PSU/any reputed organization.</li> <li>3. Tenderer should have minimum fleet of 2 vehicles in its (tenderer's) name / attached with the agency in running business and should submit satisfactory proof of the same.</li> <li>4. Tenderer should have completed successfully at least one similar nature of work of value not less than <b>Rs. 1,12,058 per annum in the last three financial years (i.e 2015-16, 2016-17, 2017-18)</b></li> <li>5. Tenderer should have GST registration no.</li> <li>6. Tenderer should have registration certificate. (Any of the following) <ol style="list-style-type: none"> <li>6.1 Under shops &amp; establishment act in case of proprietary concern.</li> <li>6.2 Under partnership act; attested copy of partnership deed duly signed by all partners in case of partnership firm.</li> <li>6.3 Under companies act, attested copy of AOA/MOA in case of company</li> </ol> </li> </ol>

4. This Notice Inviting Tender is also available at CONCOR & HAL website: [www.concorindia.com](http://www.concorindia.com) / [www.hal-india.com](http://www.hal-india.com)

5. Any downloading from the website is at the sole risk & responsibility of the user.
6. EMD & Tender cost should be paid in favour of HALCON, Payable at Nashik.
7. Corrigendum/Addendum to this Tender, if any, will be published on website [www.concorindia.com](http://www.concorindia.com), [www.hal-india.com](http://www.hal-india.com) and Central Procurement Portal (CPP) only. Newspaper press advertisement shall not be issued for the same. The corrigendum, if any will form integral part of the tender document.
8. Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the listed agencies.
  - a) MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).
  - b) MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
    - a. District Industries Centers
    - b. Khadi and Village Industries Commission
    - c. Khadi and Village Industries Board
    - d. Coir Board
    - e. National Small Industries Corporation
    - f. Directorate of Handicraft and Handloom
    - g. Udyog Aadhar
    - h. Any other body specified by Ministry of MSME
  - c) **The MSEs must also indicate the terminal validity date of their registration. In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted.**
  - d) **Failing (b) & (c) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12**
9. For any difficulty in downloading & submission of tender document, please contact O/o Chief Executive Officer/HALCON, Air & Sea Cargo Complex, Vill Janori, Tal Dindori, Dist Nashik, Maharashtra – 422 206, Ph 02557 – 245296, Email: [halconnasik@gmail.com](mailto:halconnasik@gmail.com)
10. HALCON reserves the right to reject any or all the tenders without assigning any reason thereof.
11. Interested bidders are free to visit the site without any appointment between **11 AM and 5 Pm on any working day** located at HALCON Air & Sea Cargo Complex, Vill Janori, Tal: Dindori, Nashik, Maharashtra 422 206, however should carry valid photo identity card issued by any government authority (eg, Driving License, Aadhar card, etc) along with a request letter in the letter head of the company.
12. In case of any doubt, queries, clarification, etc, the interested bidders are requested to mail their doubts, queries, clarifications etc to [halconnasik@gmail.com](mailto:halconnasik@gmail.com) latest by **14 days** from the date of issue of NIT. All issues would be clarified, and also put on the website for the benefit of all the bidders.

**For and on behalf of HALCON**

**Chief Executive Officer**

## **NOTICE INVITING TENDER**

HALCON Air & Sea Cargo Complex, Vill Janori, Tal: Dindori, Nashik, Maharashtra 422 206 invites Tender in two bid system, for the following work:-

Tender No.	HALCON/Tender/Vehicle/2018
Name of Work	<b>Hiring Of Hatch Back Car And Sedan Car On Monthly Basis For ICD / ACC Janori HALCON, Nashik</b>
Estimated Cost	<b>Rs.26, 89,404</b> for the contract period i.e. <b>24 months</b> or up to <b>25.09.2020 whichever is earlier</b>
Completion Period	<b>24 months or up to 25.09.2020 whichever is earlier</b>
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Date & Time of submission of Tender	<b>10.10.2018 upto 15:30 hrs</b>
Date & Time of Opening of Tender.	<b>10.10.2018 at 16:00 hrs.</b>

For financial & technical eligibility criteria etc, please refer to detailed tender notice & tender document available on website [www.concorindia.com](http://www.concorindia.com), [www.hal-india.com](http://www.hal-india.com) . Addendum to this Tender, if any, will be published on website [www.concorindia.com](http://www.concorindia.com), [www.hal-india.com](http://www.hal-india.com) and Central Procurement Portal (CPP) only. Newspaper press advertisement shall not be issued for the same.

**CEO/HALCON**

**TENDER FORM**

REF:

TENDER FORM FOR HIRING OF HATCHBACK & SEDAN CAR FOR HALCON, NASHIK FOR A PERIOD OF 24 MONTHS OR UPTO 25.09.2020 WHICH EVER IS EARLIER FROM THE DATE OF COMMENCEMENT OF CONTRACT

SL	Description	
1	Serial No. Assigned to the Tender Form	
2	Date of Issue	
3	Name of the Applicant to whom Tender Form was issued	
4	Full Address of the applicant	
5	Sealed Tender Forms shall be received upto	15:30 Hrs Dt. <b>08/10/2018</b>
6	Tender will be opened at HALCON, Nashik on	16:00 Hrs Dt. <b>08/10/2018</b>

Office Seal

Full Signature of the Official

Issuing Tender Form

Name in Block Letters-----

Designation -----

Notes / Instructions:

- (i) The Tender Form is not transferable under any circumstances.
- (ii) The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e., none of the folios of the Tender Document including all the Annexures should be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
- (iii) Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
- (iv) Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with official seal at the time of submission.
- (v) Failure to comply with conditions will render the tender liable to be rejected.
- (vi) Sealed tender forms complete in all respects shall be submitted in a sealed box kept for this purpose at the office of the Chief Executive Officer/HALCON, on or before 15:30 hrs on **10.10.2018**.
- (vii) It is brought to the notice of tenderers that their tender will not be considered, if they fail to fulfill the minimum eligibility criteria as indicated in NIT / Tender Document

Thanking You

**For and on behalf of HALCON****Chief Executive Officer**

**(Letter Head)**  
**Letter for Submission of Tender**

Date:

From

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To

The Chief Executive Officer  
HALCON, Air & Sea Cargo Complex  
Vill Janori, Tal Dindori, Dist Nashik  
Maharashtra – 422 206

Dear Sir,

Sub: Hiring Of Hatch Back Car and Sedan Car On Monthly Basis For ICD / ACC Janori  
HALCON, Nashik

Ref: **HALCON/Tender/Vehicle/2018**

In response to your Tender no.....dated..... inviting offers for **hiring of hatchback & sedan car on monthly hiring basis for HALCON, Nashik**. I/We ..... a Company/Partnership Firm/an Association /Sole Proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all the partners or members) carrying business at.....  
.....hereby submit our offer in the prescribed proforma at the rates quoted in the schedules attached thereto.

I/we agree that this offer shall be valid for a period of one hundred and twenty (120) days from the date of opening of the tender.

I/we hereby declare that we have read and understood and agree to abide by and fulfill the Terms and Conditions including General conditions of Contract, corrigendum which shall be deemed to form an integral part of this offer and I/we return herewith one copy thereof duly signed on each page as token of my/our acceptance thereof.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm, association/syndicate, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the tenderer is a firm/association or syndicate)

I/we have enclosed an Account Payee Demand Draft/Bankers Cheque, on ..... [Name of Bank] for Rs...../- (Rupees..... only) in favour of HALCON, payable at Nashik, as Earnest Money Deposit for this tender, in the sealed envelope superscribed as “ **EMD for hiring of hatchback & sedan car on monthly hiring basis for HALCON, Nashik**”

I/We further agree to sign an Agreement/Bond to abide by the General Conditions and Special Conditions of Contract, corrigendum annexed, additional conditions, specifications, notice/letter inviting tender and instructions to the tenderers and to carry out all works. In the case of acceptance of tender, I/We bind myself/ourselves to execute the contract documents within **15 (fifteen) days** after notice that the contract has been awarded to me/us and to commence the work within **30 (thirty) days** after receipt of orders failing which I/We shall have no objection to the forfeiture of the earnest money amount lodged with the HALCON.

The price bid is enclosed in a separate sealed envelope and super scribed as “**Price Bid for hiring of hatchback & sedan car on monthly hiring basis for HALCON, Nashik**” and placed inside the main envelope.

I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us.

Date:

Yours faithfully,

(Signature and seal of the Tenderer)

Encl: .....  
.....  
.....



## **Section I - Instruction to the Tenderers**

### **1. BACKGROUND**

HALCON is a joint working group of Hindustan Aeronautics Limited (HAL) – A Navaratna Company under Ministry of Defense, Govt. of India and Container Corporation of India Ltd (CONCOR) - A Navaratna Company under Ministry of Railways, Govt. of India and is located at HAL's Ozar Airport at Nashik, Maharashtra, India.

HALCON is desirous to hire hatchback & sedan car on monthly hiring basis as per scope of work, terms and conditions mentioned in this tender document.

2. **PERIOD OF CONTRACT:** The contract shall be awarded for a period of **24 months** from the date of Commencement of contract or upto **25.09.2020** Whichever is earlier

In case HALCON management decides to extend the original contract period, HALCON may negotiate the prices with the contractor depending upon the market situation at the time of extension and the extension will be given at mutually accepted rates. Contractor will have the right to exit from the extended period if no agreement on mutually acceptable rates is arrived at for the extendable period. In such an event, at the direction of HALCON the contractor have to work at the same rates till the new contract is finalized, beyond the initial contract period for four months, to enable HALCON to finalize alternative arrangements.

- 2.1 The rate revision as per Section III will be applicable during the contract period. Whenever there will be enhancement in the value of the contract the security deposit @10% of the extended value shall be deducted from the first bill of the contractor.
- 2.2 HALCON reserves the right to terminate the contract at any stage, either in full or in part, without assigning any reason and without any prior notice. In the event the contract is terminated by HALCON before the completion of the initial period of two years for reasons of unsatisfactory performance or breach of contractual conditions, the full Security Deposit of the Contractor shall be liable to be forfeited.
- 2.3 No request for any change in rate will be entertained during the pendency of the contract except as provided in the tender document.
- 2.4 The date of start of physical work by the contractor shall be treated as the date of commencement of contract.

### **3. Mode of Submission**

- 3.1 Bidders are required to submit the complete documents as per guidelines given in para 4 below in a single sealed envelope superscribed as "**Bid Documents for Hiring of Hatchback & Sedan Car on monthly hiring basis for HALCON, Nashik**". The said envelope, duly sealed, should be deposited in the box kept for this purpose in the office of the Chief Executive Officer/HALCON, Air & Sea Cargo Complex, Vill Janori, Tal Dindori, Dist Nashik, Maharashtra –

422 206 on or before 15:30 hrs on **10.10.2018**, or sent by post to reach on or before the said date and time of the aforesaid office.

Note: **The conditional offers shall be summarily rejected** .Tenders received before the time of opening of tenders but after due date and time of receipt of tenders will be treated as "Delayed Tenders" and will be dealt as per policy on delayed tenders. However, tenders received after the scheduled time of opening of tenders will be treated as "Late Tenders" and will not be opened.

3.2 All the documents submitted in the Bid must be signed by the authorized representative of bidder in the manner described below:

3.2.1 If the tender application is submitted by a company or a corporation, it shall be signed by its Director/duly authorized person supported by Board resolution or holding the power of attorney for signing the application, in which case a certified copy of the Board resolution/Power of attorney shall accompany the tender document. Such company or corporation will be required to furnish satisfactory evidence such as memorandum and articles of association of its existence with the tender document.

3.2.2 If the tender application is submitted by a Joint Venture of two or more firms, it shall be signed by each member party to the joint venture so as to be legally binding on all parties. One of the partners shall be nominated as the lead partner and his authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

3.2.3 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address. If the tender application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the tender, in which case a certified copy of the Power of Attorney shall accompany the tender application / document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application / document.

3.2.4 Tenderer / all the members in the case of JV shall certify that they are not black listed or debarred by HAL / CONCOR or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.

3.2.5 Wholly owned or subsidiary or JV or JWG company of HAL / CONCOR in the logistics field, etc will be considered qualified automatically in terms of experience and financial soundness criteria.

#### **4. ELIGIBILITY:**

4.1 The sum total (arithmetic Sum) of tenderer's turnover/revenue (income) from operations for the last three financial years (i.e **2015-16, 2016-17, 2017-**

- 18)** of value not less than **Rs. 2,01,705** per annum The information shall be supported by CA certificate & Balance Sheets and Profit & Loss statements of specified **last three financial years.**
- 4.2 Tenderer should have taxi quota and owning / attached at least one hatchback and one sedan car of year of manufacture not older than **2017** OR undertaking to purchase the vehicles in his own name and deploy within **45 days** of award of contract or on the date of commencement of work, whichever is earlier.
- 4.3 Tenderer should have at least **3 years** experience of running a travel business in Govt./PSU/any reputed organization.
- 4.4 Tenderer should have minimum fleet of 2 vehicles in its (tenderer's) name / attached with the agency in running business and should submit satisfactory proof of the same.
- 4.5 Tenderer should have completed successfully at least one similar nature of work of value not less than **Rs. 1,12,058 per annum in the last three financial years (i.e 2015-16, 2016-17, 2017-18)**
- 4.6 Tenderer should have GST registration no.
- 4.7 Tenderer should have registration certificate. (Any of the following)
- 4.7.1 Under shops & establishment act in case of proprietary concern.
- 4.7.2 Under partnership act; attested copy of partnership deed duly signed by all partners in case of partnership firm.
- 4.7.3 Under companies act, attested copy of AOA/MOA in case of company
- 4.8 Tenderer should pay the tender document cost, if applicable
- 4.9 Tenderer should pay the EMD, if applicable

Note:- Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the listed agencies. MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD). **(A)** MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME as indicated below along with the bid.

(i) District Industries Centers (ii) Khadi and Village industries Commission (iii) khadi and village Industries Board (iv) Coir Board (v) National Small Industries Corporation (vi) Directorate of Handicraft and Handloom (vii) Udyog Aadhar (viii) Any other body specified by Ministry of MSME.

**(B)** The MSEs must also indicate the terminal validity date of their registration. In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self-declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted. Failing **(A)** & **(B)** above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12. **(C)** As per Ministry of MSME circular dtd. 10.03.2016, the conditions regarding prior turnover and prior experience with respect to MSEs may be relaxed subject to meeting quality and technical specifications.

## **5. EARNEST MONEY (EMD)**

- 5.1 EMD of Rs. 53788/- (Rupees Eighty Six Thousand Five hundred Thirty Only) to

- be paid through Demand Draft, if applicable
- 5.2 Bids not accompanied by EMD will be rejected. (ii) No interest shall be paid on EMD.

**6. "Bid Documents": Bid shall contain all the following documents:**

- a) Crossed Demand Draft/Bankers Cheque of **Rs. 53,788/-** in favour of 'HALCON', payable at Nashik towards Earnest Money Deposit. EMD will be taken on a refundable basis. Any offer without EMD will not be considered, if not exempted
- b) Crossed Demand Draft/Bankers Cheque of **Rs. 1,120/-** in favour of 'HALCON', payable at Nashik towards the cost of tender document if downloaded from web site.
- c) Notarized/attested copies of the constitution of their Firm/Company, etc.
- d) Power of Attorney, if required.
- e) Copy of the CA certificate & Balance Sheets and Profit & Loss statements of specified **last three financial years** (i.e **2015-16, 2016-17, 2017-18**) in the name of the bidder or the lead partner in case of a Joint Venture (JV).
- f) Copy of the valid Contractor Registration Certificates or Proof of having worked/working for at least **3 years** with Railways/CPWD/MES/PWD/other Govt. Organization/PSU/ Reputed Organization for similar business.
- g) Copy of the experience certificate in the name of the bidder or the lead partner in case of a Joint Venture (JV) for successfully completed successfully at least one similar nature of work of value not less than **Rs. 1, 12,058** per annum in the **last three financial years** (i.e **2015-16, 2016-17 & 2017-18**).
- h) Copy of the proof of tenderer's turnover/revenue (income) from operations for the **last three financial years** (i.e **2015-16, 2016-17 & 2017-18**) of value not less than **Rs.2, 01,705** per annum The information shall be supported by CA certificate & Balance Sheets and Profit & Loss statements of specified **last three financial years**.
- i) Copy of the proof of tenderer having taxi quota and owning / attached two hatchback and one sedan car of year of manufacture not older than **2017** OR undertaking in Annexure C & D to purchase the vehicles in his own name and deploy within **45 days** of award of contract or on the date of commencement of work, whichever is earlier.
- j) Copy of the proof that tenderer is having minimum fleet of 2 vehicles in its (tenderer's) name / attached with the agency in running business and should submit satisfactory proof of the same.
- k) **Affidavit (Annexure-A)** duly filled up and signed on stamp paper
- l) This complete tender document, comprising all the chapters and Annexures, duly signed and embossed with official seal on each page by the tenderer or any such person as is legally authorized to sign on behalf of the tenderer.

- m) **Price Bid given at Annexure-I**, duly filled, signed and embossed with official seal by the tenderer or any such person as is legally authorized to sign on behalf of the tenderer.
- n) Certificate in the letter head of the bidder that the bidder / any member in case of JV are not black listed or debarred by HAL / CONCOR or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.

**Note:**

The Earnest Money of the unsuccessful bidders will be returned as soon as possible, after the tender has been finalized.

The earnest money deposited by the successful tenderer will be adjusted towards the security deposit. In case of the bidder choosing any other option, it will be refunded after receipt of the Security Deposit in full.

This tender document will be an integral part of the contract. Therefore prospective bidders are advised to go through the same before filling the tender.

**SUBMISSION OF PRICE BID (ANNEXURE – I)**

- a) The Bidder must quote the rate as per the format given at Annexure I. The bidder must clearly understand the terms of the tender and nature of work before submitting the quote.
- b) The price bid has to be placed in a separate sealed envelope and super scribed as **“Price Bid for Hiring of Hatchback & Sedan Car on monthly hiring basis for HALCON, Nashik”** and placed inside the main envelope super scribed as **“Bid Documents for Hiring of Hatchback & Sedan Car on monthly hiring basis for HALCON, Nashik”**
- c) In case of any mistake or error, the rate must be cut and written again. Overwriting in rates should be avoided. All cuttings, corrections, etc. should be counter signed by the bidder in full. In case of any difference in rates quoted in words and figures, the rate quoted in words will be taken into account. Further, in case the tenderer does not indicate a rate both in words and figures and only indicates in any one (either words or figures), then that rate will be taken into account and his bid will be evaluated accordingly. No clarification on the same shall be sought and HALCON reserves the right of interpretation of the same to its advantage.
- d) In case the bidder has not quoted rates written nil or dash or zero or left blank for a particular activity in the SOR, it will be treated that the bidder is agreeing to carry out that activity free of cost and the same has been considered and the costing has been taken care of in other items of SOR and his bid will be evaluated accordingly.
- e) In all such cases the successful bidder will have to abide by the decision of HALCON and carryout that particular activity at ZERO rate.

**7. VALIDITY OF OFFER**

The tenderer is permitted to tender on the clear understanding that, after submission of the tender he will not rescind from his offer or modify the Terms and

Conditions thereof in a manner not acceptable to HALCON within **120 days** of the date of opening of the tender, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or modify/ withdraw the offer or refuse to accept work order or fail to furnish the requisite Security Deposit, the aforesaid amount of Earnest Money shall be liable to be forfeited to HALCON, and HALCON can take recourse to other legal remedies in terms of the contract.

## **8. EVALUATION & ACCEPTANCE OF TENDER**

- 8.1 The bids will be taken out from the box at **16:00 hours** of the last date of submission, on the same day/date and venue, in the presence of such tenderers as are present. Bidders may either be present in person or send their duly authorized representative to participate in the tender opening process (Technical & Financial). If the date of opening of bids is declared a holiday, the bids would be opened on the next working day at the same place and time.
- 8.2 The sequence of Tender opening shall be as:-
- (i) Earnest Money Deposit (EMD).**
  - (ii) Technical Part.**
  - (iii) Financial Part.**
- 8.3 Technical bid will be evaluated first as per eligibility criteria and only the qualified bidders will be informed about the date, time, and venue for opening of the financial bid.
- 8.4 The financial bid will be evaluated only for the bidders, qualified in the technical bid in the presence of such qualified tenderers as are present.
- 8.5 The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Competent Authority of HALCON, who does not bind himself to accept the lowest or any other tender
- 8.6 Acceptance of tendered rates will be communicated by FAX/E-mail/ Express Letter or Formal letter of acceptance of tender. In case where acceptance is indicated by FAX/E-mail, Express Letter or Formal letter of acceptance of tender will be forwarded to the successful bidder as soon as possible, but the acceptance of bid by the Competent Authority will be deemed to conclude the contract and non-compliance of any terms of agreement, including not signing of the agreement, will amount to breach of contract with all attendant legal consequences.
- 8.7 The tender documents submitted by a tenderer shall become the property of HALCON and HALCON shall have no obligation to return the same to the tenderers.
- 8.8 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from HALCON shall be communicated to HALCON within three working days.
- 8.9 HALCON shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender. HALCON is also not bound to give the reasons for such disqualification.

**8.10 HALCON also reserves the right to:**

- a) Negotiate with the L – 1 Bidder, if deemed fit by the Competent Authority.
- b) Award the work partially, if deemed fit by the Competent Authority, in the financial / business interest of HALCON.
- c) Accept or reject any or all of the bids in part or full.
- d) Reject such tender at any stage of execution without any financial liability If the tenderer deliberately gives wrong information or suppresses/conceals any information/facts in his tender to make his bid favourable for acceptance of his tender or creates circumstance for the acceptance of his tender fraudulently,  
Any loss suffered by HALCON on this account will be recovered from the contractor. This will be done without prejudice to HALCON's right to seek any other remedy under law.

**8.11 Partial award of contract**

- 8.11.1 Although overall preference of HALCON would be for a single contractor to do all the jobs as given in scope of work, HALCON reserves the right to award the contract in part or in full, based on its assessment of the financial bids and reasonability of the rates. In case of such partial award,
- 8.11.2 The successful bidder cannot refuse on grounds that all jobs have not been given to it.
- 8.11.3 The successful bidder will have to deposit the security deposit / Bank Guarantee for the amounts, based on proportionate value of revised contract awarded, to be fixed by competent authority.

**9. EXECUTION OF CONTRACT DOCUMENT:**

9.1 The successful tenderer whose tender is accepted shall be required to appear at the office of the Chief Executive Officer (CEO) HALCON in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear to sign the agreement and execute the contract documents within (15) fifteen days of the date of issue of communication of Letter of Intent (LOI) from HALCON's office and start the work within (30) thirty days of issue of LOI or by the date communicated by CEO HALCON. Failure to do so may constitute a breach of contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit, besides any other action, including risk and cost working, that HALCON might take as per the Terms and Conditions stipulated in this document. The time for execution of Agreement or starting the work may be extended by competent authority by 30 days each, on the request of the Contactor, or in the interest of HALCON, if there are sufficient reasons for doing so.

9.2 The cost of stamp papers/ duties for execution of agreement shall be borne by the contractor.

**9. SECURITY DEPOSIT:**

9.1 The successful tenderer will be required to furnish a security deposit of an amount equal to 10% of the value of the work towards successful performance

under this contract within **15 days** from the date of communication of award of contract in his favour by HALCON.

- 9.2 The security deposit has to be submitted in the form of Bank guarantee with validity up to the end of the contract period plus **six months** from the date of its issue,
- 9.3 The security deposit may be submitted in any of the following forms with validity upto the end of the contract period plus **six months** from the date of its issue:
- 9.3.1 Bank Guarantee of State Bank of India or any Nationalised/ Scheduled Bank in the proforma provided by HALCON.
- 9.3.2 **12 years** National Saving Certificates, treasury saving deposit receipts and National Plan Certificates pledged in favour of HALCON.
- 9.3.3 **12 years** National Defence Certificate at the surrender value, or **10 years** Defence Deposit at the surrender value, or State Loan Bonds.
- 9.3.4 Demand Draft/Bankers Cheque / Pay Orders
- 9.3.5 No interest shall be allowed or paid on the security deposit.
- 9.3.6 Competent authority may extend the time for submission of Security Deposit by **15 days**, on the request of the Contractor, or in the interest of HALCON, if there are sufficient reasons for doing so.

**Note:**

- a) Govt. Securities (stock Certificates, bearer bonds promissory notes, cash certificates, etc.) will not be accepted.
- b) The National Saving/ Defence Certificates as referred in para above should be accompanied by the prescribed form duly filled in favour of M/s. HALCON. National Certificates etc. not accompanied by this form will not be accepted as valid security money.
- 9.4 Should a bidder, whose tender has been accepted, decline or fail to remit the security deposit and/or execute an agreement to take up the contract within fifteen days of the acceptance of the tender or within the extended time permitted by Competent authority, whichever is later, the Earnest Money Deposit mentioned above can be forfeited by HALCON in full, without prejudice to any other rights or remedies in this regard for breach of contract.
- 9.5 In case the contract is extended for further period as provided in Para 2 of Section-I, the contractor will be required to furnish differential security deposit for revised amount (as finalized by HALCON) within **15 (fifteen) days** from the date of agreement for extension and simultaneously the existing security deposit should be extended for the extended contract period plus **six months**.
- 9.6 HALCON shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. HALCON shall be entitled to recover any loss or damage that HALCON may suffer or sustain by reason of the failure of the contractor to observe the terms and conditions of this contract or to pay any amount that



may become due to HALCON under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to HALCON, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within **fifteen days** of the date of demand to this effect, failing which HALCON shall deduct the same from any amount due to the contractor.

- 9.7 The security deposit referred to above may be forfeited by HALCON in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to pre-mature termination of the contract, without prejudice to HALCON's other rights and remedies available under law.

#### **10. REFUND OF SECURITY DEPOSIT:**

- 10.1 The security deposit shall, subject to any deductions that may be made there from, be returned to the contractor within four calendar months after termination or discharge of the contract and on issuance of "No Dues Certificate" by the CEO/HALCON. However, if there is a delay, the Contractor shall not be entitled to any interest.
- 10.2 The security deposit shall be returned after submission of indemnity bond, whereby indemnifying HALCON for compliances of all statutory requirements, etc which may arise at any stage for the subject work.
- 10.3 In the event of any dispute arising between HALCON and contractor or between HALCON and any third party or in respect of any money due to HALCON in reference to this contract or other contracts entered into by the contractor singly or jointly with others and HALCON, who shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as HALCON may in its sole discretion deem fit until the dispute is settled and determined. The contractor shall have no claim for compensation or otherwise for any such detention made by HALCON.

#### **11. Safety and legal compliance:**

- 11.1 It shall be the duty of the contractor to acquaint him with all safety regulations as proposed by any statutory authorities.
- 11.2 The contractor shall indemnify HALCON against any violation of safety laws, rules and regulations while carrying out operations as required by the contract.
- 11.3 All liabilities owing to injury/death of the staff of the contractor during discharge of contract will be to the contractor & HALCON will stand indemnified for same.
- 11.4 The contractor while working at HALCON Cargo complex should use adequate safety/protection equipment.
- 11.5 The Contractor shall ensure safe environment and working conditions to ensure safety of life, cargo equipment and infrastructure and will take such precautions and if necessary, remedial action, required for this. This will be covered by the indemnity provided by the Contractor to HALCON.

11.6 The Contractor shall observe, perform and comply with all Acts, Rules, Regulations, Notifications, and Orders which may be applicable for the work under contract.

**For HALCON,**

**Chief Executive Officer**

## Section II- Scope of Work and Terms & Conditions

1. The scope of work indicated in the paras below is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern and volume of work.
2. The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General Conditions.
3. Presently the office working hour at HALCON is from **10:30 AM to 6:30 PM**, However the timing of the may vary depending upon the business, the work may extend. The contractor shall be under complete obligation for providing the services at HALCON during the period of operations at HALCON.
4. Doubts, if any, about the interpretation of any of the clauses in this section shall be referred to CEO HALCON, whose decision in the matter shall be final and acceptable by the tenderer /contractor
5. **BRIEF DESCRIPTION OF THE WORK**
  - i. The contract shall deploy hatch back car (e.g. TATA Indica, etc) and sedan car (e.g. Indigo / Etios / Verito, etc) for use of officials of HALCON, Customs, Officials of ICD / ACC Janori, Nashik for a period of **24 months** or upto **25.09.2020** whichever is earlier from the date of Commencement of contract.
  - ii. The Hatchback and Sedan car should have seating capacity of not less than **04** (four) excluding the driver.
  - iii. The motor engine of Hatchback and Sedan car should be 1200 cc or more.
  - iv. The vehicle will normally be used for journey to ply in Nashik and local area as per the directions given by the user.

<b>S L</b>	<b>Indicated quantity to be hired*</b>	<b>Vehicle Required</b>	<b>Year of Manufacture not older than</b>	<b>Monthly Limit (in kms) &amp; Hrs of daily use</b>
1	Two	Hatchback (e.g. Tata Indica, etc)	<b>2017</b> or later	12 hrs per day and 2500 kms per month
2	One	Sedan (e.g. Indigo/ Etios/ Verito, etc)	<b>2017</b> or later	12 hrs per day and 2500 kms per month

\*The indicated quantity may vary depending upon the requirement.

The vehicle will be for exclusive use of HALCON and shall not be deployed for any other use during its idle time. The monthly remuneration payable for the vehicle will be for a kilometerage as specified above in any calendar month. Beyond the specified kilometers, the Contractor will be paid on a per kilometer rate which will not exceed the average monthly rate (i.e. lump sum rate divided by specified monthly km). Likewise, beyond the specified hrs of use **per day**, the contractor will be paid on hourly rate for each hour of extra use. HALCON shall not be responsible for any loss or damage for the vehicle and person engaged by the agency.

- .1 The contractor may be asked by HALCON during the period of the contract to provide / deploy additional vehicle (s) of similar type for short duration (**One day**) or long duration and the charges for the kilometerage will be paid on prorata basis as per the rate quoted in the price bid for the vehicles to be hired on monthly basis and beyond the specified hrs of use per day, the contractor will

be paid on hourly rate for each hour of extra use. Likewise beyond the specified kilometers, the Contractor will be paid on a per kilometer rate which will not exceed the average monthly rate (i.e. lump sum rate divided by specified monthly km)

The hiring of any additional vehicle for short or long duration, if any shall be governed by the terms and conditions of this contract.

**6. SUBMISSION OF REPORTS:**

- i. The contractor shall maintain daily log book and submit to HALCON for all the activities performed in the format acceptable to HALCON. The contractor shall abide all instructions given to him/her by HALCON for submission of reports.

**For HALCON**

**Chief Executive Officer**

### **Section III – General Conditions**

#### **1. DEFINITION**

- a. **Tenderer/Bidder:** A person, society, firm or company willingly participating in tender in given terms and conditions, is tenderer/ bidder.
- b. **Tender:** Tender means the tender document (both technical and commercial) submitted by the tenderer for consideration by the HALCON.
- c. **Name of Tender:** means the work for which tender is being floated.
- d. **Pre Qualification Bid:** means documents regarding eligibility conditions as stipulated in the tender document for qualifying the bidder for consideration of his Financial Bid.
- e. **Schedule of Rates:** means the rates quoted by the tenderer in the prescribed format for various activities to be performed by the contractor.
- f. **Financial Bid:** means the document containing the Schedule of Rates to be considered for the purpose of evaluation and award of contract.
- g. **Unsatisfactory Performance:** The unsatisfactory working will include the following:
  - i. Repeated failure to adhere to the work schedule.
  - ii. Repeated occurrences of go-slow/strike or acts of indiscipline on the part of driver(s) deployed by Contractor.
  - iii. Failure to provide vehicle in consonance with work requirement for a continuous period of **(5) five days**.
  - iv. Repeated instances of improper work.
  - v. Repeated instances of failure to comply with instructions of CEO/HALCON.
  - vi. Breach of terms of the contract.
- h. **Inland Container Depot (ICD):** A place used for storage of cargo, stuffing and destuffing of containers especially sea cargo.
- i. **Contractor:** Contractor means the person, Society, Firm or Company whose tender has been accepted by the HALCON, and shall include his employees, agents, etc.
- j. **HALCON:** HALCON means a Joint Working Group of M/s Hindustan Aeronautics Ltd & M/s Container Corporation of India Limited with its office at Air & Sea Cargo Complex, Vill Janori, Tal: Dindori, Nashik, Maharashtra – 422 206
- k. **Laws:** Laws means Contract Act, Indian Railway Act 1989, Carrier Act 1865 and all Labour laws mentioned in the tender document and rules/regulations, as amended or issued by Central and State Government from time to time.
- l. **Taxes :** Goods & Service Tax, Cess Tax, Value Added Tax, Entry Tax and any other tax, levy, Fee, Cess imposed by Government (direct or indirect), from time to time, on container/cargo handling and transportation, storage etc.

- m. **Competitor:** A competitor would be any firm, company, corporation, or individual who is in the same line of business and shares or can potentially share the customers of HALCON in a particular catchment area.

## **2. General Conditions / CONTRACTOR'S RESPONSIBILITIES & DUTIES**

- a) The Contractor should have his own PF Code and ESI Code Number (if applicable). In case the Contractor is not having the PF Code at this time of submission of Tender document, he should obtain the same subsequently in case if Tender is awarded to him.
- b) Contractor will comply with the extant rules of PF Act and ESIC Act of Government of India and State Govt. All the responsibility in the compliance of these rules/acts will lie with the contractor and HALCON will not be responsible in any manner.
- c) The vehicle to be provided by the Contractor shall be hatch back car LMV (e.g. TATA Indica, etc) and sedan car (e.g. Indigo / Etios / Verito, etc) as per the specifications given in the tender letter, having the year of manufacture & registration not older than year **2017**. If a bidder does not possess a vehicle fulfilling the above criterion, at the time of making his bid, he can mention this fact in his bid. However, he shall be required to position the car meeting the specifications as desired in this tender document within **45 days** from the date of award of the contract & provide all the necessary information/documents as a proof as provided in this tender document.
- d) If any tenderer already possess the vehicle meeting desired specifications as mentioned in this tender document & earmarks/nominates such vehicle for the purpose of this tender at the time of submission of this tender then he shall be required to provide all the necessary information/documents as a proof for the same, for the said vehicle, as mentioned in this tender document, at the time of his bid, in the space provided in this tender document.
- e) The vehicle shall be in the name of the person or the entity bidding or attached with the agency for this contract & the bidder shall submit proof for the same. In the event of failure on the part of the successful bidder to comply with the said stipulation, the EMD of the Contractor shall be liable to be forfeited.
- f) The vehicle shall remain in sound running condition, be dust proof, be provided with music system, air freshener & sun-films permitted under law during the entire contract period. Its emissions shall comply with pollution control norms. HALCON reserves the right to decide upon the sound running condition of the vehicle. The interiors of the vehicle shall remain clean & shall be maintained at an ambient temperature. The seats covers shall be provided with neat & clean covers which shall be changed frequently at least once a month. All the expenses incurred in the maintenance of the vehicle or otherwise shall be borne solely by

- the Contractor. Any dent/damage to vehicle affecting its aesthetics will be got repaired by the contractor within **3 days** of occurrence.
- g) The drivers & the vehicle to be provided for the purpose of this contract shall be provided on a dedicated basis & shall not be changed every now & then. The contractor may note that HALCON is not obliged to provide any holiday or weekly off to the driver or any off for maintenance of the vehicle and he should make necessary alternative arrangement in case of maintenance requirement of vehicle and for providing rest/leave to the driver.
  - h) The vehicle & the drivers shall report in time at the designated place & at the designated time on a regular basis duly fueled and in sound running condition. Any delay or shortcoming will be viewed seriously & may be dealt with imposition of fine as per the provision.
  - i) The drivers shall possess a valid driving License as per law and must have adequate road learning for Nashik & adjacent area. The driver should be well behaved and punctual. The Contractor shall be required to change/replace the driver/s in case not found suitable. The drivers should extend all normal courtesy such as greeting, opening/closing door etc. towards the user/s and should present themselves for duty in a neat and clean appearance.
  - j) In case of misconduct by driver/s or for any other reason, HALCON may require change of driver/s which will be communicated in writing. In such case, the agency shall replace the driver/s within **48 hrs**, failing which HALCON will have the discretion to treat the vehicle/driver as not available and take action as per contractual provisions.
  - k) The drivers should have a cell phone to communicate on duty. The agency should provide cell phone at his cost to driver for communication on duty.
  - l) The drivers shall not refuse to go to any place including various destinations as listed in the Scope of Work above. He may be required to stay outside Nashik at nights whenever the trip is made to places outside Nashik. In such a situation he shall make his own arrangements for food & stay. HALCON shall not provide any additional remuneration monetary or otherwise in any such situation.
  - m) The Contractor shall take comprehensive insurance of the vehicle at his own cost. He shall indemnify HALCON against any loss or claims which could come to HALCON in the course of performance of this contract by him under any provisions of the various Laws in the country. The Contractor, in his own interest, may get the driver/s of the vehicle also insured.
  - n) The contractor will evolve his own system of ensuring daily and timely availability of drivers and vehicle and will inform HALCON of any delay, if any at least 2 hours in advance of the designated reporting time. In case the driver or the vehicle is not available for whatever reason, the Contractor shall make necessary and suitable alternative arrangements so that official work does not suffer. In case it is not done by Contractor then HALCON shall be free to make its own arrangement at the **sole risk & cost** of the Contractor. Any expenses thus

- incurred shall be deductible from the amount payable to the Contractor or from his Security Deposit in addition to any penalty that may be imposed as per provision contained in this tender document
- o) The contractor is free to deploy upgraded version of the vehicle during the contract period with prior intimation and without any additional cost to HALCON, however the vehicle should be in sound working condition and the manufacturing date should be **2017** or later.
  - p) If no alternative arrangement are made by the contractor, then, in addition to any penalty that may be imposed as stated in this tender document, the monthly lump sum rate will be reduced proportionate to the number of days (either in part or full) vehicle not made available.
  - q) HALCON reserves the right to negotiate with the lowest bidder. Such negotiation with the lowest bidder shall not confer any right on the lowest bidder to quote a higher rate than his original quote, withdraw from his offer, or demand any change in the terms & conditions of this contract.
  - r) The quantity of work may vary during the contract period including the extended period, if any depending upon the requirement. And the Contractor cannot refuse to work in case of any variation in the quantity.
  - s) In the event of failure on the part of the successful bidder to comply with the said stipulation the EMD of the successful bidder shall be liable to be forfeited.
  - t) The Contractor shall be required to comply with rules and regulations and laws etc., of the Central Govt., State Govt., and Local Govt. or of any competent authority, applicable to the vehicle or the drivers employed for the above work.
  - u) The Contractor shall fully indemnify HALCON against all the payments, claims, losses and liabilities whatsoever incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the relevant laws to the extent they are applicable to the above service provided by the Contractor.
  - v) The vehicle & the drivers shall provide satisfactory service at all times during the entire contract period as per the provisions of this contract. Failure to comply with the provisions of this tender document will be considered as unsatisfactory performance. In case of failure on the part of the Contractor to ensure the same, HALCON management shall impose a penalty as per provisions contained in this tender document in each case of unsatisfactory performance of each vehicle in addition to other remedies available to it under the various provisions of this contract.
  - w) HALCON reserves the right to award the contract in part / in full to one or more vendor without assigning any reasons thereof.
  - x) The tenderers are advised to acquaint themselves with the exact location, road approaches, conditions, works, and existing facilities available at HALCON Nashik, before submission of their bid.



- y) All the drivers / workers and/or person employed by the contractor shall be engaged by him as his own employees/workmen in all respect implied or expressed. The contractor shall be responsible against any liabilities of accident, partial or full disability, death etc. of his worker or third party. The Contractor shall keep HALCON indemnified against liabilities arising out of the contract on this account.
- z) The contractor shall pay minimum basic wages as notified by the Government from time to time plus VDA, PF, etc.
- aa) The contractor shall be solely responsible for compliance of all applicable laws or as amended/ implemented from time to time and the statutory provisions enshrined therein; and the contractor shall specifically ensure compliance of all such various Laws, Acts, etc,
- bb) The contractor shall maintain all the Registers and records, file the returns, display notices as required under the provisions and rules of various applicable laws.
- cc) Apart from the indemnity provided to the principal employer under the various labour laws, the contractor shall fully indemnify HALCON against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in HALCON.
- dd) The contractor shall give his employees/workmen unique identification either through providing uniform or any other means and ensure that all his employees/workmen are holding photo identity card in a conspicuous manner issued to him by the contractor. It shall be the responsibility of the contractor to get all employees/workmen deployed at HALCON premises duly screened and verified, preferably through police verification. HALCON shall have the right to object and require the contractor to remove forthwith from the premises any personnel employed by him, if in the opinion of CEO HALCON such person's conduct is not commensurate with the requirements, discipline, decorum and decency of HALCON and/or the person is not desirable with proper performance of the work.
- ee) The driver(s) employed by the contractor will have no claim whatsoever on the HALCON and shall not raise any industrial disputes either directly or indirectly with or against the HALCON in respect of any of their service conditions so long as they are deployed at HALCON for the execution of the above contract and even after the expiry of contract.
- ff) Contractor should have their own terms and conditions for employment of their employees.
- gg) The contractor should issue their employees with a formal letter of appointment.

- hh) The contractor shall ensure smooth conduct and behavior on the part of his employees and shall endeavor to maintain discipline and industrial peace.
- ii) Contractor should make their own transport arrangement for their personnel.
- jj) Contractor's personnel engaged at HALCON premises for carrying out the work should follow the rules and regulations of HALCON
- kk) Efflux of time as agreed under the contract.
  - a) Any unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of HALCON (who shall be the sole judge and whose decision shall be final), the contractor shall be liable to be fined up to **Rs.2000** (Rupees Two Thousand only ) per event at the sole discretion of CEO/HALCON, it shall also be open to HALCON to terminate this contract by giving not less than (7) seven days notice in writing to that effect and if the contractor, does not make good his default within the notice period, HALCON shall be entitled to terminate the contract as a whole or in part.
  - b) In the event of such termination of the contract, HALCON shall be entitled to:
    - i. forfeit the security deposit as it may consider fit;
    - ii. get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time HALCON is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by HALCON in getting the work done and damages which HALCON may sustain as a consequence of such action.
  - c) If the extra expenditure incurred by HALCON on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from any payments pending to the contractor under this tender or from money due to the contractor by HALCON under this or any other contract or otherwise. The contractor shall have no claim whatsoever against HALCON, in consequence on such recoveries or termination of the contract, as stated above.
    - i. The certificate of CEO HALCON, as to the sum payable to the new agency, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.
    - ii. If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, HALCON will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

### **3. DEBARRING OF BUSINESS DEALINGS**

- a.) In the event of premature termination of contract in terms of provisions of clause above, HALCON shall also be entitled to debar the contractor for

participation in future tenders of HALCON for a period as deemed fit ranging from **one (01) to three (03) years**.

- b.) Further, in case if it comes to the notice of HALCON that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in all such cases HALCON at its sole discretion may terminate the contract and debar such contractor for a period ranging from **1 to 3 years**, as deemed fit. In all such cases, the provisions of Termination of contract will become applicable.

#### **4. LICENCE/PERMISSION/REGISTRATION/CERTIFICATION**

- a) It shall be mandatory for the contractor to obtain (or at least apply for) labour licence before the commencement of the work. (To enable the Contractor to apply for labour licence, necessary certificate of award of work shall be given by HALCON).
- b) Wherever any Certification/ Licence /Permission from or Registration with Local or State or Central Authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Certification/Licence/Permission/Registration. Contractor shall also be liable for producing for inspection such certificates and licences as may be required by the Local/State/Central Authorities or HALCON as and when required. The contractor shall pay all levies, local taxes, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for equipment, employees or workers engaged. These charges shall be borne by the contractor.
- c) However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax.

#### **5. INSURANCE:**

- a) The contractor shall comprehensively insure all vehicles intended to be deployed at HALCON during currency of contract
- b) HALCON shall in no way be liable for compensation, damages, penalties, fine, etc in any event and under any circumstances, from any party.
- c) HALCON shall recover the value of any damage that has arisen due to lapse/fault on the part of the contractor from contractor's bills/Security Deposit/BG etc., irrespective of whether insurance policy has been taken by contractor or not.
- d) The Contractor shall take adequate insurance for the workmen as required under the workmen's Compensation Act and/or Public Liability Insurance Act.
- e) The Contractor should renew the Insurance policy well in time.
- f) The Contractor shall deposit the original copy of the valid insurance policy to HALCON from time to time for verification.

#### **6. PAYMENTS**

- a) Subject to any deductions, which HALCON will be authorised to make under the terms and conditions of this contract, the contractor shall be entitled for payment for jobs performed by him, at rates finally accepted by HALCON.

- b) In addition to the accepted rates, HALCON will also pay the receipted charges which are in the nature of toll receipts, parking receipts, & entry tax wherever & whenever applicable subject to countersigned by the user
- c) The tenderer has to prepare his monthly bill on his firm's letterhead as per agreed rate in contract and to submit it to HALCON for payment. Tenderer shall enclosed along with the monthly bill the copy of PF remittance (PF Challan), with personnel list, copy of Goods & Service tax challan, Copy of Professional Tax Challan remitted to Government. Contractor will produce the above original documents to HALCON for verification. After verification HALCON shall make monthly bill payment after deduction of TDS /other taxes as applicable/ damages/ recoveries due. The aforesaid payment of the bill will ordinarily be made within **(15) fifteen days** of submission. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.
- d) Deduction towards Income Tax at source is applicable under I. T. Act 1961.will be made from all payment made to contractor.
- e) Should there be any over payment made in advertently to the contractor on this contract or in any other contract, HALCON shall have the right to recover such amounts from the contractor, either by deducting the amount from any sums that may be due or may become due to the contractors by the company on any account whatsoever from this or from any other contract or from the Security Deposit made by the contractor. HALCON shall also have right to recover such amount from any other contract entered by contractor with Hindustan Aeronautics Limited / Container Corporation of India Ltd, anywhere in India

## **7. TIME LIMIT FOR SUBMISSION OF BILLS**

- a) The contractor shall make a claim for the services rendered under this contract to HALCON within (4) four months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the CEO/HALCON on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- b) No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by HALCON Nevertheless; the CEO/HALCON on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- c) Notwithstanding what has been laid down in the Clause on Payment. The decision of the CEO/HALCON shall be final and binding on the contractor.

## **8. ESCALATION / DE-ESCALATION**

During the contract period including extended period of contract, if any, no change in rates on any account shall be permitted except for increase/decrease of price in fuel as and when declared by public sector oil companies. The escalation shall be permitted only if there is an increase in price of fuel minimum by 3.75%. The rate escalation will be considered only after initial period of six months and six monthly intervals thereafter.

The rate increase will be considered only on the lump sum price quoted. For the purpose of rate increase, cost of fuel will be considered equivalent to 30% of the lump sum rate per month. The percentage increase in lump sum rate will be derived by multiplying the percentage increase in fuel price by 0.30.

For example, in case increase in fuel price is 6% the amount of rate revision in lump sum rate shall be 30% of 6% i.e. 1.8%.

In case of any Taxes or increase in Government Levies either by the Central Government or State Government, subsequent to award of Contract, the Contractor's request supported by document will be considered by HALCON on the merit of each case. However, any Tax levied by Local Bodies will be borne by the Contractor.

The revision on the basis of above principle will remain valid for the original period of contract, as per provisions of tender. In case HALCON management decides to extend the original contract period, HALCON may negotiate the prices with the contractor depending upon the market situation at the time of extension and the extension will be given at mutually accepted rates. Contractor will have the right to exit from the extended period if no agreement on mutually acceptable rates is arrived at for the extendable period. In such an event, the contractor will, however, have to work at the same rates till finalization of new tender, beyond the initial contract period, to enable HALCON to finalize alternative arrangements.

In case extension is agreed to, the same rate revision will be applicable for extended period with base shifted to the date on which extension becomes effective.

## **9. SUBLETTING /OUT SOURCING**

The contractor shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval of HALCON.

## **10. INDEMNITY & LIABILITY**

- a) The contractor shall Indemnify HALCON and be liable to compensate HALCON for all damages, losses and claims in respect of damages / injuries to containers or cargo or to Customs or to any other person or damages to property belonging to HALCON and / or to any cargo held in trust by HALCON

or other property belonging to the HAL / CONCOR, whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees. Such compensation shall be determined by HALCON and shall be recovered from pending bills or Security Deposit or Bank Guarantee / FDR under this or any other contract of the contractor with HALCON/CONCOR/HAL for any other place / location.

- b) HALCON will not be liable to pay any compensation to the staff / driver of the contractor for the injuries / death while performing duty. In case HALCON is to incur any liability, the same will be recovered from the contractor.

**11. JOINT PROCEDURE ORDER**

Terminal Manager of HALCON and contractor will draw a joint procedure order for implementation of this contract in which the system of documentation etc. will be decided upon.

**12. Force Majeure**

Notwithstanding anything in this agreement to the contrary neither HALCON nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

**13. ILLEGAL GRATIFICATION:**

Any bribe commission, gift or advantage taken or promised to be taken by or on behalf of the contractor or his partner or agent or servant or any one of his authorized representative from the users of the cargo complex, shall in additions to any criminal liability that the contractor may incur, entitle HALCON to rescind this contract and all other contracts with him, and to take any other action as may be deemed fit by HALCON.

The contractor shall not lend to or borrow from or enter into any monetary dealings or transactions either directly or indirectly with any employees of HALCON and, if he shall do so, HALCON shall be entitled forthwith to rescind the contract and all other contracts with HALCON.

**14. PROHIBITION AGAINST TAKING WORK FROM HALCON/GOVERNMENT SERVANTS**

No person who had retired within **two years** prior as a Gazetted Officer in Executive or Administrative duties in any Government Service or HALCON shall be a contractor. The Contractor shall under no circumstances employ any person in the employment of HALCON for the purpose of carrying on this contract and further shall not employ any person previously in the employment of the Government or HALCON without express sanction in writing of HALCON.

The contract is liable for cancellation if the contractor himself or any of his employee is found to be a person to whom this applies and who had not obtained necessary permission of HALCON.

## **15. ARBITRATION**

- a) Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed by the CEO of HALCON. There will be no objection if the arbitrator so appointed is an employee of HAL/CONCOR/HALCON
- b) If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, the CEO HALCON, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.
- c) It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.
- d) The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to or by the contractor shall be withheld on account of such proceedings.
- e) The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.
- f) The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- g) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- h) The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

- i) The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- j) Notwithstanding anything contained elsewhere in this Contract, the Courts at Pimpalgaon, Dist Nashik, Maharashtra, India alone shall have jurisdiction to try and deal with any matter or dispute whatsoever arising out of this Contract

**16. DEATH OF THE CONTRACTOR**

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

**17. NOTICE ETC.**

Save as otherwise provided, all notices issued and action to be taken for and on behalf of the HALCON, shall be issued or taken on its behalf by the CEO or official, in charge of HALCON. The contractor shall furnish to CEO HALCON, the name(s), designation(s) and address(s) of his authorized representative and all complaints, notices communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorized representative or left at or posted at the address so given.

**18. INTERPRETATION OF THE CLAUSE**

Doubts, if any, about the interpretation of any of the clauses in this tender, meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the CEO HALCON, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to the CEO.

**19. JURISTITION**

Notwithstanding anything contained elsewhere in this Contract, the Courts at Pimpalgaon, Dist Nashik, Maharashtra, India alone shall have jurisdiction to try and deal with any matter or dispute whatsoever arising out of this Contract.

**20. EXPENSES ON ACCOUNT OF FUEL,REPAIR,MAINTENANCE ETC:-**

All expenses on account of fuel, oil, repair and maintenance of vehicles provide under the contract shall be borne by the Contractor only. HALCON shall not be liable to meet any such expenses.

**21. ROUTE PERMITS FOR VEHICLES:-**

The Contractor shall be responsible for obtaining necessary route permit from the Regional Transport Officer, Nasik, whenever required.

**22. OBLIGATION UNDER MOTOR VEHICLES ACT, 1954:-**

All the obligation under the motor vehicles act, 1954 amended from time to time shall be complied by the Contractor.



### **23. ACCIDENT/BREACKDOWN OF VEHICLES**

[a] In case of accidents/breakdowns en-route, the driver should immediately inform over telephone about the incident to HALCON and the Contractor for making immediate alternate arrangements to transport the user.

[b] Any Mishap i.e. accident, fire or any such incident: if occurs en-route, shall be the sole responsibility of the Contractor and he shall be responsible to make alternate arrangement at his cost to convey the user to the destination. He shall liaise with Traffic Police, RTO Authorities as well as Court proceedings including M.V. Act claims to complete all formalities. HALCON should not be made to bear any Expenses in this regard.

**For HALCON**

**Chief Executive Officer**

**ANNEXURE-I**  
**SCHEDULE OF RATES (PRICE BID)**

Bidders shall duly fill up the format specified below, and shall seal and mark the Financial Bid Form, as specified in Section I of the tender document. Bidder with the lowest rate in the financial bid shall be the Successful Bidder.

Sr. No	Type of vehicle	Details		Lump sum monthly Rate per vehicle * (In Rs.)	Rate for Extra Kms beyond 2500 Km(Per km) (In Rs.)	Rate for Extra hrs beyond 12 hrs/day (Per hr) (In Rs.)
1	Hatchback (E.g TATA INDICA, Etc) ( Mfg Year 2017 or later)	12 hrs per day and 2500 kms per month	In Figures			
			In Words			
2	Sedan E.g. INDIGO / ETIOS / VERITO, Etc) ( Mfg Year <b>2017</b> or later)	12 hrs per day and 2500 kms per month	In Figures			
			In Words			

1. The bidder must quote the rate per vehicle inclusive of all statutory levies, PF, Contractor's margin, etc. however GST will be paid Extra at applicable rate
2. The bidders must note that there will be no revision in the rate during the contract period except as mentioned in Section III.
3. In case of discrepancy in the rates quoted in words and figures, those in words shall prevail.
4. In case of any correction, kindly initial at the place correction is made.
5. I/we hereby declare that I/we have read and understood and agree to abide by and fulfill the Terms and Conditions including General conditions of Contract, which shall be deemed to form an integral part of this offer.

For Bidder,

Name of Signatory : \_\_\_\_\_

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

Sign & Stamp : \_\_\_\_\_

ANNEXURE-II

SPECIMEN OF AGREEMENT  
(TO BE EXECUTED ON BOND PAPER OF RUPEES ONE HUNDRED)  
HALCON  
(A Joint Working Group of HAL & CONCOR)

AGREEMENT FOR ACTING AS CONTRACTOR FOR PROVIDING HATCHBACK & SEDAN CAR ON MONTHLY HIRING BASIS AT HALCON CARGO COMPLEX JANORI, NASHIK

Contract Agreement No. \_\_\_\_\_ Dated \_\_\_\_\_

This agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ Two Thousand and Seventeen between the HALCON (A Joint Working Group of Hindustan Aeronautics Ltd & Container Corporation of India Ltd), Air & Sea Cargo Complex, Vill Janori, Tal, Dindori, Dist Nashik, Maharashtra – 422 206, represented herein by the Chief Executive Officer (hereinafter called HALCON) of the ONE PART and the \_\_\_\_\_ represented herein by the \_\_\_\_\_ (hereinafter called the contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assignees) of the OTHER PART for the purpose of performing the work of [.....] at HALCON Air & Sea Cargo Complex, Vill: Janori, Tal: Dindori, Nashik, Maharashtra – 422 206 at the rates and under the terms and conditions specified in the tender document and its annexure.

Whereas the contractor has agreed with HALCON to perform all the operations set forth in the tender document and its annexure, which shall be treated as an integral part of this agreement, upon the terms and conditions governing contract annexed.

In consideration of the payment to be made by HALCON, the contractor shall duly perform the said operations in the said tender documents and its annexure set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of HALCON and will carry out the work in accordance with the terms and conditions of contract with effect from [..... day of ....., **2018** up to ..... day of ....., 20\_\_] and will observe, fulfill and honors all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and HALCON hereby agrees that if the contractor observes and honors the said terms and conditions of the contract, HALCON will pay or cause to be paid to the contractor for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed.

The cost of stamp paper on this account shall be borne by HALCON.

In witness whereof the said parties have hereunto set their hands the day and year first above written

\_\_\_\_\_  
For and on Behalf of Contractor

\_\_\_\_\_  
FOR AND ON BEHALF OF HALCON

Proprietor/Director/...

Chief Executive Officer

WITNESS

WITNESS

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

SCHEDULE DETAILING THE TERMS OF WORK WITH RATES THEREOF AND THE CONDITIONS OF CONTRACT ARE ANNEXED.

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**Annexure III**  
**SPECIMEN OF BANK GUARANTEE**

1. In consideration of HALCON, acting through the Chief Executive Officer, having its office at Air & Sea Cargo Complex, Vill Janori, Tal Dindori, Dist Nashik, Maharashtra, 422 206, having agreed to permit [M/s \_\_\_\_\_] (hereinafter called the said Contractor) to provide Hatchback & Sedan Car on Monthly Hiring Basis At HALCON, Nashik . on its behalf on the terms and conditions of the agreement dated [.....]. made between [..... and .....] on production of a Bank Guarantee for [.....], We [Name of Bank] Bank promise to pay to HALCON, an amount not exceeding [Rs..... only] against any loss or damages caused to or suffered by the containers or cargo therein or the HALCON, by reason of any failure of the contractor to provide Hatchback & Sedan Car on Monthly Hiring Basis safely in contravention of the terms and conditions in the said agreement.
2. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Chief Executive Officer HALCON, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the HALCON, by reason of any failure of the said contractor to perform the said operations safely. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs.....] .
3. We [ Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the HALCON, under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before four months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
4. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the HALCON, or until the end of (Period to be specified as per contract condition, including extension period and obligatory period, if any) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the HALCON, within four months from the date of aforesaid agreement.

5. Provided that we [Name of Bank] Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within **3 (three) months** before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by HALCON. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the HALCON the full amount of the guarantee on demand and without demur.
6. We [Name of Bank] Bank, further agree with the HALCON, that HALCON, shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said [Name of tender] contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the HALCON, against the said contractor and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any bearing, act or commission on the part of the HALCON, or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
7. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
8. We [Name of Bank] Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the HALCON, in writing.
9. Unless a suit or action to enforce a claim under the guarantee is filed within the period specified in this behalf in the guarantee, the right to enforce a claim under the guarantee shall be forfeited and the Bank would be relieved and discharged from all liability under the guarantee.
10. Notwithstanding anything herein contained, our liability under this guarantee shall:
  - a. be limited to a sum of [Rs.....].
  - b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before .....

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

**Annexure-A**

**AFFIDAVIT**

**(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS)**

**(To be executed in presence of Public Notary on non- judicial stamp paper of the value of Rs. 100/- . The stamp paper has to be in the name of the tenderer.)**

I \_\_\_\_\_ (Name and designation) \_\_\_\_\_ appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s. \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the Tender No. \_\_\_\_\_ of HALCON, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:

1. I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
2. I/ We the tenderer (s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the tender documents from CONCOR's website [www.concorindia.com](http://www.concorindia.com) /HAL's website [www.hal-india.com](http://www.hal-india.com) / CPP Portal and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work) The decision of HALCON with regard to such discrepancies shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
7. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides suspending of business for minimum one year. Further, I/We \_\_\_\_\_ [insert name of the tenderer] \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/ We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract.

**DEPONENT  
SEAL AND SIGNATURE OF THE TENDERER**

**VERIFICATION**

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/ our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

**DEPONENT**

**SEAL AND SIGNATURE  
OF THE TENDERER**

**Place:-**

**Dated:-**

**Attestation before Magistrate/ Notary Public.**

**Annexure-B**

**FORM FOR DECLARATION TO BE GIVEN BY THE TENDERER BEFORE TENDER NEGOTIATION**

I/We..... do declare that in the event of failure of the contemplated negotiations relating to Tender No. .... opened on ..... my original tender shall remain open for acceptance on its original terms and conditions.

I/We also declare that I/We am aware that during this negotiation, I cannot increase the originally quoted rates against any of the individual items and that in the event of my doing so, the same would not be considered at all i.e. reduction in rates during negotiation alone would be considered and for some items if I/We increase the rates, the same would not be considered and in lieu my originally quoted rates alone would be considered and my offer would be evaluated accordingly.

**Signature of Tenderer's  
with stamp**

**ANNEXURE C****DECLARATION TO BE MADE BY THE TENDERER FOR HATCHBACK CAR (E.G. TATA INDICA, ETC)**

(Strike off whichever is not applicable)

- A. I possess a suitable hatchback car: \_\_\_\_\_ / TATA INDICA vehicle of specified make at present.  
(Yes / No)

(In case of 'Yes' the details as mentioned below, pertaining to the vehicle offered to be used in the said contract, should be duly filled & proof for the same, in the form of photocopy of the certificates, should be enclosed along with the tender document at the time of submitting the tender document.)

1. Name of the Registered Owner :
2. Registered No. / Vehicle No. :
3. Date of Registration :
4. Registration valid up to :
5. Proof of registration under "Taxi Quota" :
6. Year of Manufacture :
7. Manufacturing by (Company) :
8. Make :
9. Chassis No. :
10. Engine No. :
11. Tax paid up to :
12. Name of Insurance Company with which the Car is Insured :
13. Date of Insurance :
14. Insurance valid up to :
15. Others :

- B. I intend to purchase the vehicle (**manufacturing year as specified in the tender document**) and deploy within **45 days** of award of the contract and offer the same for the said contract, if I am awarded this contract. Thereafter, I shall produce all the certificates & proof pertaining to the vehicle as desired by Chief Executive Officer, HALCON, Nashik within the stipulated time period in this tender document.

(Yes / No)

For Bidder,

Name of Signatory : \_\_\_\_\_

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

Sign &amp; Stamp : \_\_\_\_\_



**ANNEXURE D****DECLARATION TO BE MADE BY THE TENDERERS FOR SEDAN CAR (E.G. INDIGO / ETIOS / VERITO, ETC)**

(Strike off whichever is not applicable)

- A. I possess a suitable sedan car: \_\_\_\_\_ / INDIGO / ETIOS / VERITO vehicle of specified make at present. **(Yes / No)**

(In case of 'Yes' the details as mentioned below, pertaining to the vehicle offered to be used in the said contract, should be duly filled & proof for the same, in the form of photocopy of the certificates, should be enclosed along with the tender document at the time of submitting the tender document.)

1. Name of the Registered Owner :
2. Registered No. / Vehicle No. :
3. Date of Registration :
4. Registration valid up to :
5. Proof of registration under "Taxi Quota" :
6. Year of Manufacture :
7. Manufacturing by (Company) :
8. Make :
9. Chassis No. :
10. Engine No. :
11. Tax paid up to :
12. Name of Insurance Company with which the Car is Insured :
13. Date of Insurance :
14. Insurance valid up to :
15. Others :

- B. I intend to purchase the vehicle (**manufacturing year as specified in the tender document**) and deploy within 45 days of award of the contract and offer the same for the said contract, if I am awarded this contract. Thereafter, I shall produce all the certificates & proof pertaining to the vehicle as desired by Chief Executive Officer, HALCON, Nashik within the stipulated time period in this tender document.

**(Yes / No)**

For Bidder,

Name of Signatory : \_\_\_\_\_

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

Sign &amp; Stamp : \_\_\_\_\_

**Annexure : E**

## Check list to be filled by Bidder before Submission of Bid

SL	Documents to be submitted by the tenderer alongwith their bid	Check & confirm of having attached these documents alongwith Bid (Yes/No)
1	Cost of the Tender document in the prescribed format.	
2	Earnest Money Deposit (EMD) in the prescribed format.	
3	Balance Sheets with profit & loss accounts for the last three years and Chartered Account's Certificates	
4	Valid Contractor Registration Certificates or Proof of having worked/working with Railways/CPWD/MES/PWD/other Govt. Organization/PSU & their Subsidiary.	
5	Experience Certificate for executing works of similar nature as per tender eligibility requirements, issued by with State Govt. or Central Govt. or Public Sector Undertakings.	
6	Affidavit for sole Proprietorship / Partnership deed of Private or Limited Company, Cooperative Society, PSU, etc, (Firm details)	
7	Copy of the certificate of any one <ol style="list-style-type: none"> <li>1. Registration with company of Registrars,</li> <li>2. Shops &amp; establishment act</li> <li>3. Partnership Deed</li> </ol>	
8	Memorandum of Articles and Association, if required.	
9	Joint Venture Agreement in the prescribed format, if required.	
10	Power of Attorney in original, if required	
11	Certificate in the letter head of the bidder that the bidder / any member in case of JV are not black listed or debarred by HAL / CONCOR or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.	
12	Letter of submission of tender on the letter head	
13	Submission of complete tender document, duly signed & stamped each page	
14	Permanent Account Number (PAN) Card	
15	Sales Tax Return / IT Returns / VAT/GST Registration Certificate	
16	Bank Details (Account No., Bank Name, MICR No, RTGS No. cancelled cheque)	
17	Affidavit <b>Annexure A</b> to be submitted along with Tender	