

भारत सरकार
(पत्तन,पोत परिवहन और जलमार्ग मंत्रालय)
दीपस्तंभ और दीपपोत निदेशालय
"दीप भवन", गांधीनगर,
कडवंत्रा डाक,
कोचीन - 682020.



Government of India
(Ministry of Ports, Shipping and Waterways)
Directorate of Lighthouses and Lightships
"Deep Bhavan", Gandhinagar,
Kadavanthara P.O.,
Cochin - 682 020.

फोन सं. / Ph. No.: 0484 2205720 फैक्स / Fax: 0484 2206608 ई-मेल / e-mail: dte-koc@gov.in

सं. / No. ST-Coc/11/2019-Store

तिथि / Date: 31.08.2023

कोटेशन आमंत्रण सूचना / NOTICE INVITING QUOTATION

निम्नलिखित कार्य हेतु भारत के राष्ट्रपति के लिए और उनकी ओर से, निदेशक, दीपस्तंभ और दीपपोत निदेशालय, कोचीन के द्वारा आधिकारिक यात्रा प्रयोजनों के लिए किमी/घंटा/दिन के आधार पर जब भी आवश्यक हो; निर्दिष्ट अवधि के दौरान विभिन्न वर्ग के वाहनों प्रदान करने में सक्षम अनुभवी ठेकेदारों / यात्राभिकरण/ दूर ऑपरेटरों से मुहरबंद कोटेशन (दो कवर सिस्टम; कवर I - तकनीकी बोली; कवर II - वित्तीय बोली) आमंत्रित किए जाते हैं। / For & on behalf of the President of India, Sealed Quotations (two cover system; Cover I – Technical Bid; Cover II – Financial Bid) are invited by the Director of Lighthouses and Lightships, Deep Bhavan, Gandhinagar, Kadavanthara, Cochin – 682 020 (Kerala), from experienced contractors/travel agencies/tour operators capable of providing various class of vehicles on km/hr/day basis for official travel purposes, on as and when required basis during the specified period for the following work.

विवरण इस प्रकार है / The details are as under: -

क्रम सं. SL. No.	विषय/Subject	विवरण / Description
1	कार्य का नाम/ Name of Work	सितम्बर 2023 से मार्च 2024 तक की अवधि के दौरान कोचीन निदेशालय में आधिकारिक उद्देश्य के लिए वाहनों को किराए पर लेना/ Hiring of Vehicles for Official Purpose at Cochin Directorate during the period September 2023 to March 2024
un	स्थान/ Location	Directorate of Lighthouses and Lightships, Deep Bhavan, Gandhinagar, Kadavanthara P.O., Cochin – 682 020.
3	बयाना राशि / Earnest Money Deposit (EMD)	₹2,000/-
4	प्रदर्शन बैंक गारंटी / Performance Bank Guarantee (PBG)	₹10,000/-
5	कोटेशन के डाउनलोड की अवधि / Period of Download of Quotation	02.09.2023 (0900 Hrs) to 13.09.2023 (1400 Hrs)
6	कोटेशन प्रस्तुत करने की अवधि / Quotation Submission Period	02.09.2023 (1400 Hrs) to 13.09.2023 (1500 Hrs)
7	तकनीकी बोली के खोलने की तिथि / Date of Opening of Technical Bid	13.09.2023 (1600 Hrs)

- 1) काम का विवरण कोटेशन दस्तावेज आमंत्रित करने वाले नोटिस में उपलब्ध है जिसे वेबसाइट सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल (सी पी पी पी), <http://eprocure.gov.in/epublish> और www.dgll.nic.in से डाउनलोड किया जा सकता है। / The details of work are available in the notice inviting quotation document which can be downloaded from website Central Public Procurement Portal(CPPP), <http://eprocure.gov.in/epublish> and www.dgll.nic.in
- 2) ई एम डी को डी डी / एफ डी आर के रूप में किसी भी राष्ट्रीयकृत / भारतीय रिजर्व बैंक को मंजूरी बैंक से "निदेशक, दीपस्तंभ एवं दीपपोत निदेशालय, दीप भवन, कोचीन" के पक्ष में जो कोचीन में देय है को प्रस्तुत की जानी चाहिए। / Bidders have to submit the refundable EMD in the form of Demand Draft/Fixed Deposit Receipt(in original) from any commercial/nationalized banks, drawn in favour of "Director, Lighthouses and Lightships, Cochin", Payable at Cochin valid for three months.
- 3) ई एम डी के साथ मुहरबंद कोटेशन (दो कवर सिस्टम; कवर I - तकनीकी बोली; कवर II - वित्तीय बोली) को निदेशक, दीपस्तंभ एवं दीपपोत निदेशालय, दीप भवन, कोचीन - 20 को जमा करने की अवधि के अंतिम दिन या उससे पहले प्रस्तुत किया जाना चाहिए, ऐसा न करने पर कोटेशन को अस्वीकार कर दिया जाएगा। वित्तीय बोली के लिए अनुसूची (अनुलग्नक - II) में विधिवत भरा हुआ प्रस्तुत किया जाना चाहिए। डाक/कूरियर सेवाओं के कारण किसी भी देरी या हानि के लिए निदेशक जिम्मेदार नहीं होंगे। / Sealed Quotation (two cover system; Cover I – Technical Bid; Cover II – Financial Bid) along with EMD should be submitted duly filled in the **Schedule (Annexure - II) for Financial Bid** to the Director, Directorate of Lighthouses and Lightships, Cochin – 20 on or before the last day of quotation submission period failing which the quotation shall be liable to be rejected. Director shall not be responsible for any delay or loss, due to postal/Courier Services.
- 4) छूट की मांग करने वाली फर्मों को कोटेशन आमंत्रण नोटिस में उल्लिखित कार्य से संबंधित स्टोर/सेवा की अनुसूची का उल्लेख करते हुए वैध एन एस आई सी/एम एस एम ई प्रमाण पत्र प्रस्तुत करना होगा। / The firms seeking exemption will have to submit valid NSIC/MSME Certificate indicating the Schedule of Stores/Service related to the work mentioned in the Notice Inviting Quotation.

निदेशक /DIRECTOR

निबंधन और शर्तें / TERMS AND CONDITIONS**1. ESSENTIAL CRITERIA FOR PARTICIPATION:**

The following criteria are required for participation and the relevant documents have to be submitted along with sealed quotation in the Technical Bid cover:

- a) The firm/experienced contractors/Travel Agency/Tour operators are required to have Company Registration in Kerala and a local office in Kochi.
- b) PAN Card
- c) GST Registration
- d) The firm should have a Local Office in Cochin (Kerala). Proof of local office in Kochi shall be submitted – BSNL telephone bills, registration certificate, any Govt. document mentioning the address shall be submitted as proof (Rental agreement will not be considered).
- e) The firm should have at least minimum of three years of experience in the tour and travels business in providing hired vehicle services in the Government Sector/Semi Govt. /Public Sector Units
- f) The firm should have adequate numbers (at least 10 Nos.) of vehicles of its own with them. Details of different class of vehicles owned by the firm (Copy of RC/Ownership/Agreement of Lease for Hire in the name of the firm or the owner of the firm) has to be submitted.
- g) The firm should not be Blacklisted. An affidavit should be provided in the prescribed proforma as Annexure III
- h) The Bids should be unconditional. An affidavit should be provided in the prescribed proforma as Annexure III
- i) The firm should accept the terms and conditions in the prescribed proforma as Annexure III
- j) Last 3 years income tax returns and documents to prove Financial Stability of the firm.

Non Submission of any of above credentials shall render the quotation liable for rejection.

2. GENERAL TERMS AND CONDITIONS:

- 1) Your quotation may be forwarded in a sealed cover(two cover system; Cover I – Technical Bid; Cover II – Financial Bid) duly super scribed “**Hiring of Vehicles for Official Purpose at Cochin Directorate during the period September 2023 to March 2024**” so as to reach this office on or before 1500 hours on 13.09.2023, for which the Technical Bid shall be opened on 13.09.2023(1600 hours).The sealed cover consists of both the Technical Bid and Financial Bid covers which should be sealed in separate covers and must be superscribed respectively.
- 2) The right to reject your offer either in part or in full without assigning any reasons vests with the undersigned. The undersigned also reserves the right to reject any or all the quotations without assigning any reason thereof.
- 3) Your rate shall indicate the basic cost and other taxes separately.The bidder shall quote the rate both in figures and words. The rates shall be written clearly to avoid ambiguity. All the corrections/overwriting shall be attested/signed by the bidder. If rates quoted by bidder in figures and words are not matched, the rates quoted in words will be considered.
- 4) Rates shall be quoted specifically for the category of vehicle as specified in the schedule. The rates should be quoted inclusive of all expenses such as POL, Taxes, fuel, maintenance, repair and servicing, driver allowance, etc.
- 5) The rates will be valid for a period of 07 Months and should remain valid until September 2023 from the date of opening of quotations. No escalation of rates is allowed. During the period of contract, no request for increase in the tariff will be entertained on any account. GST as applicable will be paid on billing.

बोलीकर्ता / BIDDER

निदेशक / DIRECTOR

जारी /Contd., ...4/-

6) EMD/Bid Security:

- i) The bidder must deposit ₹ 2,000/- (Rupees two thousand only) as EMD/Bid Security. The EMD/bid security shall be in the form of Demand Draft drawn in favour of "The Director, Directorate of LH & LS, Cochin" payable at Ernakulam.
- ii) The EMD/Bid Security may be forfeited in the following conditions:
 1. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form
 2. If the successful bidder fails -
 - a) To sign contract
 - b) To furnish performance security

7) Determination of L-1 Bidder:

- a) In case the numbers of qualified bidders are less/more than the requirement then the first option of providing the vehicles will be given to L-1 of Schedule.
- b) However, this Directorate is not bound to accept the lowest or any bid if it deems necessary.
- c) The L1 bidder shall be decided on the consolidated lowest total of the Schedule in Annexure II.
- d) The Directorate reserves the right to ask for justification of rates if the rates quoted by the bidder found unrealistic. The Directorate also reserves the right to reject such bids whose quoted rates are far unrealistic.

8) Performance Security:

- a) For successful bidders the Bid security may be converted into performance security.
- b) The successful bidder shall submit a Performance Security for an amount of ₹ 10,000/-.
- c) Performance Security shall be submitted in the form of FDR in favour of "Director, Lighthouses and Lightships, Cochin" issued by a Nationalised Bank or by bank guarantee.
- d) Performance Security will be discharged after completion of firm's performance obligations under the contract (without interest for the period retained by this Directorate). Therefore, validity should be 3 months more in addition to the contract tenure.
- e) If the firm fails or neglects any of its obligations under the contract, it shall be lawful for the Directorate to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

9) Bid Evaluation:

- i) If there is a discrepancy between words and figures, the amount in words shall prevail and be valid. Prior to detailed evaluation, the Directorate will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by the Directorate.
- ii) The Directorate shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the service offered inclusive of all levies and charges as indicted in the price schedule.

10) The payment will be made on per trip/monthly basis on submission of pre-receipted bill(s) duly supported by duty slip(s)/log sheet(s) duly signed by the concerned officers.

Name and Address of the Consignee and Paying Authority	Contact Phone / Fax/E-mail
The Director, Directorate of Lighthouses & Lightships, "Deep Bhavan", Gandhinagar, Kadavanthra, Cochin – 682020, Kerala State.	Phone: 0484-2205720 Fax: 0484-2206608 E-mail: dte-koc@gov.in

11) TDS will be deducted as per Income Tax Rules.

12) Period of Contract: Under normal circumstances the contract shall be valid for contracted period as specified in the work order and from date of issue of work order. However, contract may be extended at the discretion of the undersigned, if agreed by the Firm on the same rate, terms and conditions.

बोलीकर्ता / BIDDER

निदेशक / DIRECTOR

3. ADDITIONAL TERMS AND CONDITIONS:

- 1) Various Class of Vehicles as per requirement on km/hr/day basis for official purposes, on as and when required basis shall be made as per requirement..
- 2) In the event of any urgent official business, the vehicles will have to be provided on holidays for which advance information (ranging from 1 hour to 24hours) shall be given.
- 3) The contracted vehicle and driver shall be at the disposal of the directorate during the period of engagement.
- 4) Quantity: Estimated number of vehicles to be hired is subject to requirement, however it should be clearly noted that the Directorate shall place the order only as per the actual requirement from time to time
- 5) The vehicles to be provided should not be more than five-year-old and shall be in very good condition. The vehicles shall be maintained good and clean upholstery. Provision for bottled drinking water shall be ensured in the vehicle.
- 6) The firm should ensure that the driver to be provided must possess valid driving licence with 5 years' experience and carry all the necessary documents (Registration Certificate, Insurance Papers, etc.) with them. The driver shall be provided with uniform and he shall be well-behaved. Knowledge of languages Hindi/English in addition to Malayalam. Hindi will be an added advantage. The driver should be able to attend to any minor technical problems that may arise while using the vehicle. The drivers should always carry a mobile phone with them, as it will enable the Officer to contact them at any time. The names and full address of the drivers, who will attend the duty on requirement basis, have to be furnished along with the quotation/before undertaking the journey.
- 7) The drivers of the vehicle provided must follow traffic rules and other regulations prescribed by the Govt. from time to time. Drivers should be familiar with all important/designated places in Kerala and outstations on exceptions.
- 8) The vehicle must be made available at any given time and day as informed by this Directorate. The vehicle should report to the place of requirement as per directions of this Directorate. The vehicle shall be provided with sticker marked as "ON GOVT OF INDIA DUTY" on front and rear glass.
- 9) This Directorate will not be responsible for any challan, loss, damage or accident to the vehicle or to the driver.
- 10) The firms should have arrangements for repairing their vehicle at short time notice and during the repair time the firm should provide a substitute vehicle and driver immediately so that there is no inconvenience/disruption in the work of the Directorate.
- 11) The firm must have all requisite clearance certificates etc., from the concerned Govt., agencies as per rules.
- 12) The daily record indicating time and mileage for each vehicle shall be maintained.
- 13) Telephone facility (24 hours) must be available with the Firm and the drivers.
- 14) Additional vehicles (both AC and Non-AC) shall be provided as per the requirements of this Directorate.
- 15) The Directorate reserves the right to hire the additional vehicles other than contracted vehicles at the rates prescribed in schedule of work for its usage in Cochin district and its neighbouring districts. The Directorate reserves the right to hire the additional vehicles other than contracted vehicles at the rates prescribed in schedule of the tender document for its usage for outstation duty.
- 16) The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulation is the sole responsibility of the Firm and any breach of such laws or regulations shall be deemed to be breach of this contract.

- 17) The Firm shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The attested copy of driving license of all such drivers should be submitted during the contractual period. The Directorate shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section 29 of IPC and any loss caused to the Directorate officers/officials/stores have to be suitably compensated by Firm. Accordingly, providing necessary travel insurance for the passengers and stores taken in the contracted vehicle will be the firm's responsibility.
- 18) Failure to comply to the above points or failure to provide the required vehicle which meets all the said criteria, on time shall be liable to cancellation of contract and the performance guarantee shall be forfeited.
- 19) In no case a vehicle which is not registered for the commercial purpose shall be supplied to the Directorate. The taxes, insurances, Road tax, etc., due on such vehicles shall be liability of the Firm. The attested copy of R/C. Book and the insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the Directorate and will be subject to scrutiny.
- 20) The Firm shall send the vehicle for periodical servicing at the cost of the Firm. The Directorate will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be the Firm's liability.
- 21) Regular checking of meter by the designated transport authority may be done by the Firm, and requisite certificate may be shown to this Directorate officials as and when demanded.
- 22) The Firm should ensure that at the end of duty, the duty slips are completed and signed by the users. Original duty slip should have been submitted by the Firm along with its bills for its payment.
- 23) As these vehicles are to be used by the Senior Officers, the Drivers must observe all the etiquette and protocol while performing the duty. He must be neatly dressed, should wear proper uniform & must carry a mobile phone in working condition, for which, no separate payment shall be made by the Department. Driver of each vehicle should have credit card which is issued by Bank/ Petroleum companies or suitable arrangement for the payment for filling up the diesel/ petrol for the vehicle. The Directorate shall not bear any responsibility for the same.
- 24) Accuracy of meter: The meter reading should tally the actual distance of run at any Meters instant and authorised officer shall have full power to check up the meter for its correctness and to take action accordingly.
- 25) Penalties:
 - i) The selected firm on receipt of telephonic information or letter from Directorate, the firm fails to provide required vehicle, then Penalty of as decided by the Directorate will be imposed for every trip for every day, in addition to deduction on pro-rata basis for the period.
 - ii) If the vehicle requested is under repairs, then the firm should rectify them immediately. In case during repairs of the vehicle, change of vehicle is permitted as per the approval of the Directorate. If contracted vehicle is not provided for the stipulated time period, then Penalty of as decided by the Directorate will be imposed for every trip for every day, in addition to deduction on pro-rata basis for the period.
 - iii) In case of break down, vehicles have to be replaced by other immediately or not more than one hour. In case of non-availability of suitable vehicle, a penalty as decided by the Directorate may be imposed in addition to deduction on pro-rata basis for the period.
 - iv) In case of non-availability of vehicles, penalty as decided by the Directorate shall be imposed in addition to deduction at pro-rata basis for that day.
 - v) In case of non-availability of vehicles during extra hours, penalty as decided by the Directorate shall be imposed.

vi) In case there is no fuel in the vehicle and driver is unable to arrange the fuel immediately within 45 minutes, penalty as decided by the Directorate shall be imposed.

vii) After repeated unsatisfactory performance, the undersigned reserves the right to cancel the contract and get this job be carried out preferably from other firm(s) from open market or by other agencies. The difference if any will be recovered from the defaulter firm and also the firm shall be blacklisted for a period of 3 years from participating in such type of tender and the firm's performance guarantee will be forfeited.

26) Liquidated Damages/Penalty Clause:

i) In case of any loss, theft of the property of the department due to negligence of the firm; the recoveries shall be effected from the firm's bill and for any amount in excess to this the firm shall make good of the losses.

ii) In case of failure of the firm to provide vehicle for reasons whatsoever, Penalty as per clause 25 of this section will be imposed.

27) Termination of Contract:

a) The Director of Lighthouses and Lightships, Cochin may without prejudice to any other remedy for breach of contract, may terminate the contract in whole or in parts.

(i) If the Firm fails to arrange the supply of any or all of the vehicles within the time frame as specified in the contract or any extension thereof granted by Directorate.

(ii) If the Firm fails to perform any other obligation(s) under the terms & conditions of the contract.

b) The Directorate reserves the right to stop the usage of any Vehicle & Terminate the Tender at any time during the validity/Extended period of Tender without assigning any reason whatsoever & this Directorate shall not be responsible for any loss to Firm on this Account.

c) The firm shall be made liable to make good of the losses of the department due to the breach of any of the terms and conditions of the contract for the period up to the date of actual termination of the contract.

d) In the event of the firm going into liquidation or winding up their business or making arrangements with their creditors, this agreement shall stand ipso facto terminated from the date of occurrence of such event. This termination shall be without prejudice to any other rights to remedies, available to the Director under this contract.

e) In the event of any breach of terms and conditions of this Contract or un-satisfactory performance of the contractor, the Director shall have the right to terminate the Contract forthwith by giving 30 days' notice. The decision of the Director under this clause shall be final.

28) The firm shall furnish an Affidavit that no near relatives are posted as gazetted officer of any capacity or as Assistant Account Officer or up to the rank of Junior Engineer/Office Superintendent in the Directorate General of Lighthouses & Lightships or Ministry of Ports, Shipping and Waterways. The term 'near relatives' is meant for wife, husband, parents & grand parents, children & grandchildren, brothers & sisters, uncles, aunts & corresponding in laws.

29) Framing of Contract:

This contract shall be framed and operated as an Indian Contract in all the respects and in conformity with Indian laws. Law suits and others proceedings arising out of or in connection with the contract works shall be instituted in Courts of Law of Kochi (Ernakulam), Kerala.

अनुसूचि/ SCHEDULE

कार्य का नाम / Name of Work :- सितम्बर 2023 से मार्च 2024 तक की अवधि के दौरान कोचीन निदेशालय में आधिकारिक उद्देश्य के लिए वाहनों को किराए पर लेना /
Hiring of Vehicles for Official Purpose at Cochin Directorate during the period September 2023 to March
2024

क्रम सं. S. No.	वाहन का विवरण Description of Vehicle	वातानुकूलितवाहनोंकेलिएदरें/ Rates for Air Conditioned Vehicles (in ₹) [(a) in figures (b) in words]			
		80km / 8 hrs तक Up to 80Km / 8hrs	अतिरिक्त किमी Additional Km	अतिरिक्त घंटे Additional hours	चालक भत्ता 8 घंटे के बाद I/Driver Allowance after 8hrs
1.	Toyota Innova Crysta				
2.	Mahindra Xylo / Marazzo/ Maruti Suzuki Ertiga / XL6 (7 or 8 seater MUV Vehicles)				
3.	Maruti Suzuki Swift Dezire / Toyota Etios / Honda Amaze (5 seater sedans)				
4.	Maruti Suzuki Swift / Tata Tiago / Tata Punch (5-seater hatchback)				
5.	Tempo Traveller 17-seater				
	Tempo Traveller 24-seater				

I/44474/2023

विविधप्रोफार्मा / MISCELANEOUS PROFORMA

Form 9.1	Proforma of Bank Guarantee for Contract Performance
Form 9.2	Proforma for Submission of EMD
Form 9.3	Proforma for Tender Acceptance Letter
Form 9.4	Proforma for Undertaking
Form 9.5	Proforma for Non-Blacklist Affidavit
Form 9.6	Proforma for No Near Relatives Affidavit

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
(On a Non-Judicial stamp paper of ₹200/-)

Bank Guarantee No
Ref.....

Date.....

To
The President of India
Acting through the Director,
Directorate of Lighthouses & Lightships,
Deep Bhavan, Gandhinagar,
Kadavanthra P.O., Cochin 682 020.

Dear Sirs,

In consideration of the President of India through the Director, Directorate of Lighthouses & Lightships, Cochin (hereinafter referred to as "DLL" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s..... with its reregistered/ Head Office at..... (Hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a contract namely **Hiring of Vehicles for Official Purpose at Cochin Directorate during the period September 2023 to March 2024**. The bidder shall be required to give satisfactory assurance of his ability and intention to deliver the goods and services, pursuant to the Contract, within the time set forth there in by issue of the DLL's letter no Dated..... entering into a formal contract to that effect with the DLL on vide agreement dated.....(referred to as the Contract) and the Contractor having agreed to provide a Contract Performance Guarantee, for the faithful performance of the entire contract for ₹..... equivalent to 10% of the said value of the contract to the DLL.

We _____ (Name & Address of the bank) having its Head office at _____ (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the DLL, on mere demand any and all moneys payable by the Contractor to the extent of ₹ _____ * as aforesaid at any time up to _____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the DLL on the Bank shall be conclusive and binding notwithstanding any difference between the DLL and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the DLL and further agrees that the guarantee herein contained shall continue to be enforceable till the DLL discharges this guarantee.

The DLL shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The DLL shall have the fullest liberty, without affecting the guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractors, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the DLL and the Contractor or any other course or remedy or security available to the DLL. The bank shall not be released of its obligations under these presents by any exercise by the DLL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the DLL or any other indulgence shown by the DLL or by any other matter or thing whatsoever, which under law would, but for this provision, have the effect of relieving the bank.

The bank also agrees that the DLL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the

ST Coc/11/2019-store

first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the DLL may have in relation to the Contractor's liabilities. We undertake to pay to the Government any amount so demanded by the Government, notwithstanding any dispute or difference between the Government or the Contractor or any other person or between the Contractor or any person or any suit or proceeding pending before any court or tribunal or arbitration relating thereto; or the invalidity, irregularity or unenforceability of the contractor in any other circumstances which might otherwise constitute discharge of this Guarantee, including any act of omission or commission on the part of the Government to enforce the obligations by the Contractors or any other person for any reason whatsoever.

We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall be continued on and remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DLL, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

We _____ (indicate the name of the bank) hereby agree and undertake that any claim which the Bank may have against the Contractor shall be subject and subordinate to the prior payment and performance in full of all the obligations of the Bank hereunder and the Bank will not without prior written consent of the Government exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the Contractor or otherwise howsoever. We will not counter claim or set off against its liabilities to the Government hereunder any sum outstanding to the credit of the Government with it.

Notwithstanding anything contained herein above our liability under this Bank Guarantee is limited to total amount of ₹ _____* and it shall remain in force up to and including _____** and shall be extended from time to time for such further period as desired by M/s _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2023 at -----

WITNESS

(signature) _____ (signature) _____

Name _____ (Bank's rubber stamp) _____

(Official address) _____ Name _____

_____ Designation with Bank stamp

Attorney as per power of
Attorney _____

NOTE:

1. Strike out whichever is not applicable:

*This sum shall be three percent (03%) of the contract Price.

**The date will be Ninety (90) days after the end of the guarantee/warranty period as specified in the Contract.

2. The stamp papers of appropriate value shall be purchased in the name of Guarantee issuing Bank.

PROFORMA FOR SUBMISSION OF EMD
(To be given on Company Letter Head)

Ref.....

Date.....

From:-

To,
The President of India,
Through the Director,
Directorate of Lighthouses and Lightships,
Deep Bhavan, Gandhinagar,
Kadavanthra P.O.,
Cochin – 682 020.

Sub: - Hiring of Vehicles for Official Purpose at Cochin Directorate during the period September 2023 to March 2024
Sir,

I/We do hereby offer to carry out and complete the subject work as per schedule of works, general conditions of contract stipulated by you and such other details as may be supplied from time to time during the execution of the subject work by the Director, Directorate of Lighthouses & Lightships, Cochin or his representative at the rates quoted by me/us for the above work.

2. I/We further undertake to complete the work within _____ from the date of written order to commence the work.

3. A Demand Draft No..... dated..... for an amount of ₹..... drawn in favour of the Director, Directorate of Lighthouses & Lightships, Cochin or FDR No..... dated Pledged to DLL is enclosed towards Earnest Money Deposit.

4. Should I/We fail to execute the work as specified and in accordance with the terms of contract the full value of the E.M.D. shall stand forfeited to you without prejudice to any other rights and redressals.

Yours faithfully,

Bidder

I/44474/2023

PRO FORMA FORTENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

The Director,
Directorate of Lighthouses & Lightships,
Deep Bhavan, Gandhinagar,
Kadavanthra P.O.,
Cochin – 682 020.

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No: _____

Name of Tender / Work: - **Hiring of Vehicles for Official Purpose at Cochin Directorate during the period September 2023 to March 2024**

Dear Sir,

1. We have downloaded / obtained the tender document(s) for the above mentioned "Tender/work" from the web site(s) namely:

_____ as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from **Page No.** _____ to _____ along with Drawings (including all documents like annexure(s), schedule(s), etc), which shall form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document/ corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official seal)

PRO FORMA FORUNDERTAKING
(To be given on Company Letter Head)

I.....son of Shri. /Smt.authorised signatory to sign the bid on behalf of
M/s. do hereby give an undertaking that,

- (i) The price bid does not contain any condition.
- (ii) We have not made payment or illegal gratification to any person /authority connected with the bid process, so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
- (iii) The design, the Contractor's Documents, the execution of works will be in accordance with the laws of the land.

(Seal of the Company)

Date.....

Place

Signature of the bidder.....

or his Authorised signatory

Name of the bidder.....

or his Authorised signatory

PRO FORMA FORNON-BLACKLIST AFFIDAVIT
(Affidavit on a Non-Judicial Stamp Paper of ₹ 200/- Duly Notarized)

I, _____ sole proprietor/partner/authorized signatory of M/s. _____
_____ sole proprietorship/partnership firm/public/private limited company, having its principal place of business/ registered
office at..... (Full Address) do hereby solemnly affirm and declare as under: -

1. That I am the sole proprietor of M/s _____ /

Or

That ours is partnership firm having partners as under: -

Full Name of partners.

(a)

(b)

(c)

(d)

Or

That ours is a private limited/public limited company incorporated in terms of the provisions of the Companies Act, 1956/Companies Act, 2013. **(Delete which is not applicable while typing affidavit)**

If proprietorship a registration certificate for the same/if partnership Firm, partnership deed is to be enclosed, if private limited/public limited company, Certificate of incorporation and Memorandum & Articles of association to be submitted. All the partners/ directors should sign the affidavit or the person authorized by all the partners or one of the Directors duly authorized by Board Resolution in case of Company can sign with authority letter from all the partners/or Board Resolution in case of Company is to be enclosed.

2. That I hereby confirm and declare that my/our firm/company M/s..... is not blacklisted/ delisted or debarred or on Holiday list with any company of Private/Public Ltd. or Government Company/ Govt. dept. from participating in the tender as on date.

3. That I hereby confirm and declare that my/our firm/company M/s..... is /are not involved in any illegal activity and/or not charge sheeted for any criminal act of theft and/or diverting of any other essential commodity during last five years.

4. That I further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our application is found other-wise or incorrect or false at any stage, my/our firm/ company shall stand debarred from the present and future tenders of the Directorate General of Lighthouses and Lightships (DGLL). Besides, DGLL shall be entitled to take all such actions as may be deemed fit including termination of contract, if awarded, without any claim for any compensation whatsoever on account of such premature closure of the contract.

5. I know that to swear a false affidavit is a crime under the law and with such knowledge only I have sworn this Affidavit.

(Signature of the Proprietor/ Managing Partner/Director with Seal)
DEPONENT

Verified at on.....that the contents of paras 1 to 5 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)
DEPONENT

(Signature & Seal of Notary)

PRO FORMA FORNO NEAR RELATIVES' AFFIDAVIT
(To be given on Company Letter Head)

I..... S/o.....hereby certify that none of my relative(s) as defined in the Tender document is/are employed in Directorate General of Lighthouses and Lightships or Ministry of Shipping as per details given in terms and conditions. In case at any stage, it is found that the information given by me is false/incorrect, the Director of Lighthouses and Lightships, Cochin shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

I/We hereby declare that the information furnished above is true and correct.

Place: _____ Signature of Tenderer/Authorized Signatory

Date: _____ Name of the Tenderer

Seal of the Tenderer

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law), brother (s) and brother's wife, sister (s) and sister's husband (brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary (on behalf of all directors).

Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned department.

Signature of the Tenderer with seal