

**CONSTRUCTION OF BHAUPUR-KHURJA
SECTION OF EASTERN CORRIDOR OF DFCCIL
TENDER
FOR
HIRING OF VEHICLES FOR DFCCIL STAFF IN
CONNECTION WITH BHAUPUR-KHURJA
SECTION OF APL-1 PROJECT OF DFCCIL
FOR KANPUR AND ETAWA OFFICE
(PACKAGE NO. VH-05)**

TECHNICAL BID

(Packet – I)

FEB, 2015



डेडीकेटेड फ्रेट कोरीडोर

**DEDICATED FREIGHT CORRIDOR CORPORATION
OF INDIA LIMITED**

(A Government of India Undertaking)

MINISTRY OF RAILWAYS

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| <p><u>Main office:-</u> <u>CPM/TDL/DFCCIL OFFICE</u> SHWETA BHAVAN, E-751, KAMLA NAGAR, AGRA-282005, U.P.</p> | <p><u>Site office:-</u> DY CPM/CNB/DFCCIL OFFICE 117/H-2/180, PANDU NAGAR, KANPUR NAGAR-208025, U.P.</p> |
| <p><u>Corporate Office</u> DFCCIL, 5th Floor, Pargati Madian Metro station Complex, NEW DELHI – 110 001</p> | |

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TOP SHEET

Tender No. DFCCIL/ TDL/EN/VECHILE HIRING/ VH-05

Date: 18.02.2015

Name of work Hiring of vehicles (6 Nos NON A.C.) for DFCCIL Staff in connection with Bhaupur- Khurja section of APL-01 Project of DFCCIL for Kanpur & Etawa office. (Package no. VH-05)

Approx. Cost Rs. 95,09 Lakh

Earnest Money Rs. 1,90,200(One Lakh Ninety Thousand, Two Hundred Only) (Validity not less than 90 days from the date of opening of Tender)

Completion Period Total 24 (Twenty Four) Months from the date of issue of acceptance letter.

Date of Opening 23.03.2015 at 15.30 hrs.

Tender Issued to:-

Money Receipt No.

D.D.No. & Issuing Bank:-

For and on behalf of
CPM/TDL, DFCCIL Office



DFCCIL/ TDL/EN/VECHILE HIRING/ VH-05
FORM OF BID



Place:.....

Date:

To

**Chief Project Manager,
DFCCIL, Shweta Bhavan, E-751, Kamla Nagar,
AGRA-282005, U.P. Tel.: 0562-2885578, Fax: 0562-2885577**

Sir,

I / We have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I / We also agree to keep this tender open for your acceptance for a period of 90 days from the date fixed as last date for receipt of completed tender in your office. In the event of my/our default, I/We will be liable for forfeiture of my/our earnest money.

1. I / We offer to do "**Hiring of vehicles (6 Nos Non A.C.) for DFCCIL Staff in connection with the Bhaupur - Khurja section of APL-1 Project of DFCCIL for Agra office (Package no. VH-05)**" and the percentage/rate quoted by me/us in the BOQ bind myself/ourselves to complete the work in **24 (Twenty Four) months**. I / We also hereby agree to abide by all the Conditions mentioned in the tender and to carry out the services according to specifications of material and services laid down by DFCCIL for the present contract.
2. The full value of the earnest money deposited shall stand forfeited without prejudice to any other rights or remedies if:
 - a) I / We do not execute the contract document within seven days after receipt of notice issued by DFCCIL that such documents are ready.

OR

 - b) I / We do not commence the work within ten days after receipt of orders to that effect.
3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
4. Payment of stamp duty on the agreement to be executed in pursuance of this tender will be borne by DFCCIL.

Signature of witnesses:

Signature of Tenderer (s) & Date

Tenderer(s) address

1.

2.

NOTICE INVITING TENDER

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Tender No. DFCCIL/ TDL/EN/VECHILE HIRING/ VH-05

Date: 18.02.2015

M/s _____

NOTICE INVITING TENDER

- 1 The Chief Project Manager/TDL, DFCCIL, Shweta Bhavan, E-751, Kamla Nagar, AGRA-282005 invites sealed open tenders in two packet system on prescribed forms from *Uttar Pradesh* firms/companies meeting qualifying requirements and having requisite experience and financial capacity for the following works:-

| S. No. | Name of Work | Tendered / Estimated Cost of work (Rs.) | Earnest Money (Rs.) | Completion Period |
|--------|--|---|---------------------|-------------------------|
| 01 | Hiring of vehicles (6 Nos Non A.C.) for DFCCIL Staff in connection with the Bhaupur-Khurja section of APL-01 Project of DFCCIL for Kanpur & Etawa office (Package no. VH-05) | 95,09 Lacs | 1,90,188/- | 24 (Twenty Four) months |

2 ELIGIBILITY CRITERIA

Eligibility of the applicants shall be assessed based on the “**Eligibility Criteria**”, “**Essential Qualifying Criteria**” and “**Other Qualifying Criteria**” as given in **Annexure-I.**

3. Tender documents can be obtained from 10.30 hours to 17.00 hours on all working days from **18.02.2015 to 21.03.2015 (to be checked from website)** from the office of **Dy.Chief Project Manager/CNB, DFCCIL, 117/H-2/180, Pandu Nagar, Kanpur Nagar - 282005, U.P., Tel.: 0512-222512**, on payment (non-refundable) of **Rs. 5,000/- in Demand Draft/Pay order drawn in favour of DFCCIL, payable at Agra towards the cost of one set of the tender documents.** Tender documents can also be obtained by post, for which an amount of **Rs. 500/-** shall be charged extra. DFCCIL shall not be responsible for any postal delay in receiving the tender documents. The tender document shall be sold only to the persons authorized in writing by the firm, company. **Tender document can also be downloaded from DFCCIL’s web site www.dfccil.org, in such a case, the tenderer shall deposit the cost of tender documents in the form of Demand Draft/Pay order drawn in favour of DFCCIL, payable at Agra towards the cost of one set of the tender documents (Non-refundable) along with the submission of the tender document, failing which his**

tender shall be summarily rejected. The cost of tender documents shall be deposited in the form of demand draft / pay order drawn as above and enclosed in the envelope containing the Earnest Money Deposit. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections, additions or alterations in the downloaded tender documents are made, such tender shall not be considered.

4. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on DFCCIL's website **at least three days in advance** of date fixed for opening of tenders. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders. Any tender submitted without addendum(s)/corrigendum(s) (if any) shall be summarily rejected.
5. The tender documents shall be submitted in two separate sealed packets viz. Packet-I containing Technical Bid and Packet-II containing Financial Bid. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in "**Technical Bid**". Bill of Quantities with rates duly filled in are to be submitted in "**Financial Bid**".
6. **Completed tender documents in two packets viz. Packet-I and Packet-II shall be sealed separately in envelopes super-scribing as Packet-I (Technical Bid) and Packet-II (Financial Bid) along with the name of the work.** These two sealed envelopes and the envelop (super-scribing "Earnest Money for the work" containing the Earnest Money) in the form as prescribed in the tender documents shall further be sealed in a larger envelope super-scribing the name of the work as stated above **(along with date and time of opening of tenders)** and addressed to the **Dy.Chief Project Manager/CNB, DFCCIL, 117/H-2/180, Pandu Nagar, 208025, U.P.** and should be deposited in the tender box **at the address given below** before 15.00 hours of **23.03.2015**. Tenders shall be opened (Technical Bids only) **at the address given below** at 15:30 hours on the same day in the presence of the tenderers or their authorized representatives intending to attend the opening. The Financial Bids shall be opened only after assessing suitability as per the technical bids by DFCCIL. The technically qualified agencies shall be informed to attend the opening of financial bids. Tenders duly sealed in the prescribed manner above can also be sent through Registered Post/Speed Post/Courier so as to reach **at the address given below, not later than the time and date of opening of tenders.** Any tender received later than the time and date of opening of tenders shall be rejected and returned to the tenderer unopened.

Address of Office of the Dy.Chief Project Manager/ CNB (for submission & opening of tenders):

**Dy.Chief Project Manager/CNB, DFCCIL, 117/H-2/180, Pandu Nagar, 208025, U.P.
Tel.: 0512-222512, Fax: 0512-222512**

7. Tender shall be submitted as per "Instructions to Tenderers" forming a part of the tender document.
8. Any tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.
9. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
10. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
11. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 10.0 of Notice Inviting Tender.
12. The validity of the offer shall be 90 days after the last date of receipt of completed tender.
13. The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from DFCCIL's website.

We look forward for your active participation.

For & on behalf of

**DEDICATED FRIEHT CORRIDOR CORPORATION OF
INDIA LIMITED**

Chief Project Manager/TDL

1.0 **ELIGIBILITY CRITERIA**

The tenderer shall satisfy the following eligibility criteria to qualify for this tender:

I. **Essential Qualifying Criteria**

A. **Uttar Pradesh firms/companies**

(i) The tenderer should have a registered office anywhere in India.

The documentary proof regarding A. above should be submitted as part of the tender document.

Note: For the purpose of documentary proof of 'registered office' as mentioned in (i) above any address of office as mentioned in any of the following documents submitted along with the original offer by tenderer(s) may be considered as registered office of the tenderer(s).

1. Address mentioned in the article of association of company duly registered under Companies Act, 1956.
2. Address mentioned in Partnership Deed
3. Address mentioned in Trade License obtained by the individual from civic body.
4. Address mentioned in any tax departments.
5. Address mentioned in P.F. Registration documents.

B. **Technical capability and financial capacity:**

1.1 The contractor should possess the experience of having successfully completed similar works during the last 7-years (ending last day of the month previous to the one in which tenders are invited) which should be any one of the following:-

1. Three completed works of similar nature each costing not less than the amount equal to 40 % of the value of the tender.
2. Two completed works of similar nature each costing not less than the amount equal to 50% of the value of the tender,
3. At least one completed work of similar nature costing not less than the amount equal to 80% of the value of the tender.

Each tenderer has to satisfy the eligibility criteria for technical capability, competence as well as for financial capacity and organizational resources as specified in the tender documents to qualify for consideration of opening of his/their financial bid.

Notes:

Following will be considered as similar work:

Any supply of passenger carrying vehicle on hiring basis shall be considered as work of similar nature.

- 1.2 The average annual financial turnover during the last 3-years should be at least 30% of the estimated cost.

Notes:

The financial turnover shall be judged from ITCC or Annual Reports including Profit and Loss Account.

- 1.3 The contractor should submit performance certificates in reference to S.No.1.1 (minimum 3 nos., 2 nos. or 1 no. as the case may be) above from clients for having successfully completed similar works in the last 7 years.
- 1.4 There should not be any unsatisfactory performance Report of the Contractor from any source.

II. Other Qualifying Criteria

| SN | Description | Maximum Marks |
|--------------|--|---------------|
| 1 | Registration of Company, Partnership Deed /Article of Association, Registration under Labour Law, Registration under Sales Tax Act. | 15 |
| 2 | Availability of experienced and skilled driver having valid license. | 15 |
| 3 | Availability of Passenger vehicles in the name of firm i. Less than or equal than 1 vehicle..... 0 marks ii. More than 1 but up to 2 vehicle.....5 marks iii. More than 2 but up to 5 vehicle..... ..15 marks iv. More than 5 but up to 10 vehicle..... 30 marks v. More than 10 vehicle..... .45 marks | 45 |
| 6 | Availability of Vehicle Registration document | 10 |
| 7 | Availability of Valid Insurance of Vehicles | 15 |
| Total | | 100 |

The Contractors should qualify in all items of “Eligibility Criteria”, “Essential Qualifying Criteria” and should obtain minimum 60 marks out of the 100 of “Other Qualifying Criteria” to get shortlisted/technical qualification.

Tenderer(s) may please note that their offers will be evaluated as per the credentials/documents attached by the tenderer(s) along with the tender.

GENERAL INFORMATION

| | |
|---|--|
| Tender Notice No. | Tender No. DFCCIL/ TDL/EN/VECHILE HIRING/ VH-05 Date: 18.02.2015 |
| Name of the work | Hiring of vehicles (6 Nos Non A.C.) for DFCCIL Staff in connection with the Bhaupur- Khurja section of APL-01 Project of DFCCIL for Kanpur & Etawa office (Package no. VH-05) |
| a) Tendered Value/ Estimated Cost | Rs. 95,09 Lacs |
| b) Completion period | 24 (Twenty Four) months |
| c) Earnest Money | Rs. 1,90,200 (One Lakh Ninety Thousand, Two Hundred Only) |
| d) Date and time of issue of tenders | From 18.02.2015 to 21.03.2015 on all working days from 10.30 hrs. to 17.00 hrs against the prescribed fee of Rs. 5,000/- which is not refundable. Rs. 500/- shall be charged extra if required by post. |
| e) Last date and time of submission of Tender | 23.03.2015 at 15.00 hrs. |
| f) Date and time of opening of Tenders | On 23.03.2015 at 15.30 hrs. |
| g) Validity of Offer | 90 days |
| h) Retention Money / Security deposit | Earnest Money deposit of the successful tenderer shall be converted into security deposit. Balance security deposit shall be recovered @10% through running account bills till it reaches 5% of the contract value. |
| i) Performance Guarantee (PG) in the form of Bank Guarantee or Fixed Deposit Receipt (FDR) | To be submitted within 30 days from the date of issue of Acceptance Letter by DFCCIL; an irrevocable bank guarantee or Fixed Deposit receipt (FDR) for the amount 5% of the contract value. |
| j) Amount of liquidated damages | 0.50% (Zero point five percent) per week up to a maximum of 5% of contract value. |

APPENDIX TO TENDER

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APPENDIX TO TENDER

| DESCRIPTION | Reference Clause |
|---|--|
| <u>Name of Work:-</u> Hiring of vehicles (6 Nos Non A.C) for DFCCIL Staff in connection with the BHAUPUR-KHURJA section of APL-1 Project of DFCCIL for Kanpur & Etawa office (Package no. VH-05) | 1.1 of Instructions to Tenderers |
| <u>Employer:-</u> CPM/TDL/DFCCIL, Shweta Bhavan, E-751, Kamla Nagar, AGRA-282005, U.P. | 1.3 of Instructions to Tenderers |
| <u>Scope of Work: - As indicated at Clause 3.0 of Special conditions of Contract.</u> | 1.5 of Instructions to Tenderers |
| <u>Approximate Tender Cost of the Work:-</u> Rs. 95,09 Lacs | 1.6 of Instructions to Tenderers |
| <u>Amount of Earnest Money Deposit, to be submitted in the form of either a) Pay Order/Demand Draft, payable at New Delhi, Or, b) FDR, to be drawn in favour of DFCCIL payable at Agra:-</u> Rs. 1,90,200.00 | 9.1 of Instructions to Tenderers |
| <u>Period of Validity of Tender:-</u> 90 days. | 10.1 of Instructions to Tenderers |
| <u>Period of Completion:-</u> 24 (Twenty Four) months | 5.0 of Special Conditions of Contract |
| <u>Performance Bank Gaurantee</u> | 15.0 of Special Conditions of Contract |
| <u>Defect Liability Period</u> | Three months from the date of completion |

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INSTRUCTIONS TO TENDERER

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Instructions to Tenderer

A .

1 General

1.1 **Name of the Work:** As indicated in 'Appendix to Tender'.

1.2 "A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association, etc. along with original Power of Attorney of authorized signatory".

1.3 The work is proposed to be executed under the following relationship.

A) Employer : DFCCIL address as given in 'Appendix to Tender'.

B) Contractor : The successful tenderer to whom the work is awarded shall become the contractor for the execution of this work.

1.4 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder"/"tenderer"), "bid/tendered", "bidding"/"tendering", etc.) are synonymous. Day means calendar day. Singular also means plural.

1.5 Scope of Work as indicated in 'Appendix to Tender'.

Hiring of vehicles (6 Nos Non A.C) for DFCCIL Staff in connection with the BHAUPUR-KHURJA section of APL-1 Project of DFCCIL for Kanpur & Etawa office for period of 24 months.

The scope given above is only indicative. The detailed scope has been described in the tender documents (Special condition of contract at clause no 4.0).

1.6 Approximate Estimated cost of the work is as indicated in the 'Appendix to Tender.'

1.7 Tenderers may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. In addition the EMD of such tenderer shall be forfeited. The decision of Employer in this respect shall be final and binding.

1.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm, Joint Venture or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated and EMD of all such tenderers shall stand forfeited.

2 Cost of Bidding

2.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

B. The Bidding Documents

3 Content of bidding documents

3.1 The bidding documents include the following:

Notice Inviting Tender
Instructions to tenderers
Appendix to Tender
Form of Bid
Special Conditions of Contract
Special Terms and Conditions
General Conditions of Contract
Financial bid and Bill of Quantities

3.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders' risk and may result in rejection of his bid.

4.0 Understanding and Amendment of Tender Documents

4.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.

4.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

4.3 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents. The amendment shall be advised to all the prospective bidders.

4.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

C. Preparation of the Bids

5 Language of Bid

5.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

6 Signing of All Bid papers and Completing Bill of Quantities

6.1 All the pages of the tender documents, drawings and Bill of Quantities submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney (Enclose original Power of Attorney).

6.2 While filling up the rates in the Bill of Quantities, tenderer shall ensure that there is

no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.

6.3 The tenderer must fill and submit the prices as per instructions given in Bill of Quantities. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate for any BOQ item, his tender shall be summarily rejected.

6.4 The tenderer must ensure that tender documents shall be submitted in two separate **properly sealed packets viz Packet I containing Technical Bid and Packet II containing Financial bid**. Detailed credential as per requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in “**Technical bid**”. Bills of Quantities with rates duly filled in are to be submitted in “**Financial Bid**”.

7 Deviations

7.1 The tenderer should clearly read and understand all the terms and conditions, specifications, drawings, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. Tenderers are advised not to make any corrections, additions or alterations in the in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

8 Transfer of tender documents

Transfer of tender documents purchased by one intending tenderer to another tenderer is not permissible. Tenderer can submit tender only on the documents purchased by him.

9 Earnest Money

9.1 The tenderer must furnish the Earnest Money as indicated in 'Appendix to Tender' for the work as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:

- a) Pay Order/Demand Draft of any Scheduled Bank in India in favour of DFCCIL payable at a place as given in Appendix to Tender.
- b) By a Fixed Deposit Receipt issued by any Scheduled Bank in India in favour of DFCCIL.

No interest shall be allowed on Earnest Money Deposit in case the same is deposited in the form of Pay Order/Demand Draft.

9.2 Forfeiture of Earnest Money:

- 9.2.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified in the “Appendix to Tender” or extended validity period as agreed to in writing by the tenderer.
- 9.2.2 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to:
- sign the Contract Agreement in accordance with the terms of the tender, or
 - furnish Performance Guarantee in accordance with the terms of the tender, or
 - Commence the work within the time period stipulated in the tender.
- 9.2.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

9.3 Return of Earnest Money:

- 9.3.1 The Earnest Money of the unsuccessful tenderers shall be discharged and returned as promptly as possible.
- 9.3.2 The Earnest Money Deposit of the successful tenderer shall be dealt as under:
- If the Earnest Money Deposit is in the form of Fixed Deposit Receipt (FDR), the FDR shall be returned after deduction of an equivalent amount from the first on account bill and further deduction of retention money from the bills shall commence after adjusting this EMD amount.
 - If the Earnest Money Deposit (EMD) is in the form of Demand Draft/Pay Order, the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

10 Period of validity of the tender

- 10.1 The tender shall remain valid for the period indicated in “Appendix to Tender” after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- 10.2 Notwithstanding the above clause, Employer may solicit the tenderers’ consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

D. Submission of Bids

11 Deadline for submission of tender

- 11.1 The tender duly filled must be received by Employer at the address specified not later than the date and time mentioned in the “Notice Inviting Tender”.
- 11.2 A tender received later than the deadline prescribed for submission of tender by Employer is liable to be rejected.
- 11.3 Tenders brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the bidding document shall be declared as delayed tenders and may be considered by Employer and decided on its merits. The decision of the Employer shall be final and binding.

11.4 Any tender received after opening of the tender shall be rejected and returned unopened to the tenderer.

12 Withdrawal of tender

No tender can be withdrawn after submission and during tender validity period.

13 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

14 Sealing and marking of tenders

14.1 The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned in **Para 3.1** and the following:

- a) Forwarding letter of the tenderer.
- b) Documents to be submitted as per checklist (**Annexure –II**)
- c) Earnest Money Deposit along with in Technical bid in separate envelops.
- d) The Bill of Quantities with prices quoted.

14.2 Earnest Money and all other completed tender documents shall be sealed in an envelope super scribed with the name of the work as indicated in “Appendix to Tender”.

In addition to the above, the envelope shall also contain the name and address of the tenderer to enable tender to be returned unopened if so required.

E. Bid opening and Evaluation

15 Opening of the tender

15.1 Tenders will be opened at the address mentioned in “Notice Inviting Tender” in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders.

15.2 Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.

15.3 Tenderer’s name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

16 Clarification of the tenders

16.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

17 Preliminary examination of bids

- 17.1 The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- 17.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.
- 17.3 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:
- i) That affects in any substantial way the scope, quality or performance of the contract.
 - ii) That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or
 - iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- 17.4 If a bid is not substantially responsive, it shall be rejected by the Employer.
- 17.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

18 Evaluation and comparison of tenders

- 18.1 In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in **Eligibility Criteria" and as given in Annexure-I of Notice Inviting Tender**. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.
- 18.2 The Employer/Engineer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

19 Canvassing

- 19.1 No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be

rejected.

20. Right to accept any tender or reject all tenders

Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

21. If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer/Engineer shall deem such tender as invalid.

22. Award of Contract

22.1 Employer/Engineer shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.

22.2 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer/Engineer and the contractor till such time the contract agreement is signed.

CHECK LIST FOR LIST OF DOCUMENTS TO BE ATTACHED WITH THE TENDER

1. Details of similar works completed in last seven years. (Format –I)
2. Annual Turnover for the last three years with supporting documents (Format-II).
3. Registration of Company.
4. Partnership deed/Memorandum and Articles of Association of the firm.
5. Registration under labour Laws (as applicable).
6. Works Contract Tax Registration Certificate, Service Tax Registration Certificate (as applicable).
7. Details of experienced and skilled driver having valid license
8. Details of Passenger vehicles
9. Details of commercial vehicles Registration documents.
10. Details of valid Insurance of vehicles with pollution control certificate of vehicles.
11. Earnest Money Deposit of requisite amount in the prescribed form.
12. Original Power of Attorney of the person signing the tender documents or photocopy duly attested by Notary Public.
13. Details of on-going works (Format –III).
14. Demand Draft/Pay Order towards the cost of tender documents in case tender documents are downloaded from DFCCIL's web site.
15. Complete Tender documents including Form of Bid, drawings etc. (Part-I) duly stamped and signed by the bidders on each page.
16. Financial/Commercial Bid (Part-II) with rates duly filled in, stamped and signed on each page by the bidders.
19. Corrigendum(s), if any, duly stamped and signed by the bidders on each page.

DETAILS OF SIMILAR WORKS COMPLETED IN LAST SEVEN YEARS

| S. No. | Description of the Work | Name and address of the Employer | Contract No. and date | Date of award of work | Stipulated date of completion | Date of actual completion | Value of completed work (In Lacs of Rs) | Reasons for delays, if any | Penalty, if any, imposed for delay | Any other relevant information | Remarks |
|--------|-------------------------|----------------------------------|-----------------------|-----------------------|-------------------------------|---------------------------|---|----------------------------|------------------------------------|--------------------------------|---------|
| 1 | | | | | | | | | | | |
| 2 | | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| 4 | | | | | | | | | | | |

Note :

1. Please attach copies of the certificates issued by the Client.
2. Only those works shall be considered for evaluation for which copies of the certificates issued by the client are attached.
3. In case of joint venture, the information is to be furnished by both the partners **-Not applicable for this tender.**

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| ANNUAL TURNOVERS FOR THE LAST 3 YEARS | | | | |
|---------------------------------------|------|---|---|---------|
| S. No. | YEAR | Turnover from similar nature of works (In lacs of Rs) | Turnover from all sources (In lacs of Rs) | Remarks |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

Note :

- 1 Please attach certified/attested copies of the latest ITCC and/or Profit and Loss Account statement to support the information furnished.
- 2 In case of joint venture, the information is to be furnished by both the partners-
Not applicable for this tender.

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FORMAT-III
**DETAILS OF ALL ON GOING WORKS
(NOT NECESSARILY SIMILAR WORKS)**

| S. No. | Description of the Work | Name and address of the Employer | Contract No. and date | Date of award of work | Stipulated date of completion | Value of work as per order (In lacs of Rs) | Value of work completed so far (In lacs of Rs) | Anticipated date of completion of work | Any other relevant information | Remarks |
|--------|-------------------------|----------------------------------|-----------------------|-----------------------|-------------------------------|--|--|--|--------------------------------|---------|
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
| 5 | | | | | | | | | | |
| 6 | | | | | | | | | | |
| 7 | | | | | | | | | | |
| 8 | | | | | | | | | | |
| 9 | | | | | | | | | | |

Note :

1. In case of joint venture, the information is to be furnished by both the partners-***Not applicable for this tender.***

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SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

1.0 INTRODUCTION:-

Dedicated Freight Corporation of India (DFCCIL) is a Public Sector Undertaking under the administrative control of Government of India (Ministry of Railways) for construction, maintenance and operation of the Dedicated Rail Freight Corridors. At present the company is undertaking construction of Eastern & Western corridors and has its corporate office at New Delhi and Field Units at various cities.

2.0 Definitions

2.1 In the Conditions of Contract, the following terms shall have the meanings assigned here under except where the context otherwise requires:

- i) "RAILWAY" shall mean the President of the Republic of India or the Administrative Officers of the Railway/DFCCIL or of the successor Railway authorized or any other officer of DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
- ii) "GENERAL MANAGER" shall mean the Officer in charge for the general superintendence and control of the zone of Railway or corporate office at DFCCIL and shall also mean and include their successors, of the successor Railway/DFCCIL.
- iii) "CHIEF PROJECT MANAGER" shall mean the officer in administrative charge of the project in charge of APL-1 section (BHAUPUR –Khurja) and shall mean and include their successors, of the successor DFCCIL.
- iv) "DEPUTY CHIEF PROJECT MANAGER " shall mean the officer in charge of lot wise or department wise (Engineering /S&T/Electrical/Finance department) of the DFCCIL and shall mean and include their successors of the successor DFCCIL.
- v) PROJECT MANAGER/ DEPUTY PROJECT MANAGER / ASSISATANT PROJECT MANAGER shall mean the officer department wise (Engineering /S&T/ Electrical/ Finance Department) of the DFCCIL and shall mean and include their successors of the success of DFCCIL.
- vi) "TENDER or BID" means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, or Consortium for the execution of the works.
- vii) "TENDERER" shall mean the person/ the firm or company whether incorporated or not who tenders for the work with a view to execute the works on contract with DFCCIL and shall include their personal representatives, successors and permitted assigns.
- viii) "WORKS" shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to specifications.

- ix) "SPECIFICATIONS" shall mean the specifications for materials and works mentioned in tender documents.
- x) "Drawings" means the Drawings annexed to the Contract or referred in it and shall include any modifications of such Drawings and further Drawings as may be issued or approved by the Engineer.
- xi) "Bill of Quantities (B.O.Q.)"/ "Schedule of Rates" means list of items of work, their quantities and rates as accepted and forming part of contract agreement.
- xii) "EMPLOYER" means the Dedicated Frieght Corridor Corporation of India Limited, A Govt. of India Undertaking (DFCCIL in abbreviation) acting through its Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.
- xiii) "DBC" Shall mean the Design and Build Lum sum Contract construction agency engaged by DFCCIL, represented on site through its appointed Chief Resident Engineer or any other official nominated by DBC.
- xv) "CONTRACT" shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Bid, and Instructions to the Tenders, Drawings, Specifications and other Tender Documents.
- xvi) "CONTRACTOR/ SUB-CONTRACTOR" shall mean the person or firm, company, corporation, joint venture whether incorporated or not who enters into the contract with DFCCIL and shall include legal representatives of such individual or persons comprising such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual, or firm or company.
- xvii) "ENGINEER OR ENGINEER IN CHARGE" means the Chief Project Manager of DFCCIL INTERNATIONAL Ltd.(Employer), General Manager of DFCCIL or any other officer authorized by the Employer to act on his behalf and for the purpose of operating the contract. "Engineers Representative" shall mean officer authorized by DFCCIL in direct charge of works.
- xviii) "APPROVAL OR APPROVED" means approval in writing including subsequent written confirmation of previous verbal approval.
- xix) "SITE" shall mean the lands and or other place on, under, in or through which the works are to be executed under the contract including any other lands or places which may be allotted by DFCCIL or used for the purpose of contract.
- xx) "TEMPORARY WORKS" shall mean all temporary works of every kind required for the execution, completion and/or maintenance of the works.
- xxi) "PERIOD OF MAINTENANCE" shall mean the specified period

of the maintenance from the date of completion of the works as certified by the Engineer.

- xxii) "ACCEPTING AUTHORITY" shall mean the Managing Director/Director of DFCCIL or Executive Director or Chief Project Manager or General Manager of DFCCIL or any other officer authorized for dealing with the works for the purpose of this tender/Contract.
- xxiii) Definitions mentioned in these tender documents elsewhere will be followed. In Case there is an ambiguity in any definition, the decision of DFCCIL regarding the interpretation shall be final and binding.

3.0 GENERAL DESCRIPTION OF SITE AREA & CLIMATIC CONDITIONS

- 3.1 The climate of the U.P. state is tropical monsoon, but variations exist because of difference in altitudes. The Himalayan region is cold. The average temperature varies in the plains from 3 to 4 °C in January to 43 to 45 °C in May and June. There are three distinct seasons - winter from October to February, summer from March to mid-June, and the rainy season from June to September.
- 3.2 The rain fall in the plains is heaviest in the east and decreases towards the north-east. Floods are a recurring problem in the state.
- 3.3 **Tropical Monsoon Climate Marked of U.P. state by three distinct seasons:-**
- **Summer** (March–June): Hot & dry (temperatures rise to 45 °C, sometimes 47-48 °C); low relative humidity (20%); dust laden winds.
 - **Monsoon** (June–September): 85% of average annual rainfall of 990 mm. Fall in temperature 40-45° on rainy days.
 - **Winter** (October–February): Cold (temperatures drop to 3-4 °C, sometimes below -1 °C); clear skies; foggy conditions in some tracts
- 3.4 The tenderer/s are requested to visit the area of supply of vehicles and ascertain himself/themselves with the proposed works / services, surroundings and prevailing law & order conditions.

4.0 SCOPE OF WORK -

- 4.1 The scope of works includes "***Hiring of vehicles (6 Nos Non A.C) for DFCCIL staff in connection with BHAUPUR-Khurja section of APL-1 Project of DFCCIL for Kanpur & Etawa office (U.P.) (Package no. VH-05)***".
- 4.2 **The detailed scope of work is as under:-**
- 4.2.1 Supplying of vehicles on hire basis as per schedule of quantities (BOQ).

- 4.2.2 The period of hiring of vehicles will be for **the period of 24 (Twenty Four) months**
- 4.2.3 Maintenance of vehicles to keep it fit and in satisfactory working/ serviceable conditions.
- 4.2.4 Hiring of vehicle shall be inclusive of all consumables required for running of vehicle, maintenance of vehicle (both preventive and breakdown)
- 4.2.5 The hiring of vehicle should be inclusive of drivers with valid driving licenses and police verifications. To avoid any mishap or accident during the operation of the vehicle, the tenderer shall ensure that only skilled driver having proper valid license with sufficient experience in their respective trade are deployed on job and are not put to over exertion as per labour laws.
- 4.2.6 The vehicle may have to go the sites of all types of roads including kachha road etc. the vehicle shall also be required to go along the Railway embankment for approaching any desired km or site. Any excuses about condition/existence of the road will not be accepted.
- 4.2.7 The driver shall report to the concerned in charge to whom the vehicle is attached. The duty hours and KM shall be counted from the office of the concerned in charge on release of the vehicle for the day. In case of situation where this is not applied. The concerned in charge to whom the vehicle is attached shall decide the count of duty hours and KMs for both reporting and release of the vehicle.
- 4.2.8 The vehicle shall be available on all days of the month continuously, if required. Normal duty of driver shall be for **12** hours in day. Normal working hours shall be advised by the concerned in charge to the driver. The driver of the vehicle shall keep himself in contact with the concerned in charge.
- 4.2.9 Even beyond the specified hours of utilization, the vehicle should be available at short notices in case of emergency requirement.
- 4.2.10 The Drivers of the vehicles should be well mannered properly dressed and educated, preferably, with some knowledge of Hindi/English languages.
- 4.2.11 The contractor shall maintain separate log book in specified format which shall be signed jointly by the Driver and concerned in charge. It will be the sole responsibility of the Driver that log book is filled up daily and there is no cutting /overwriting. If there is any cutting/Overwriting the same shall be attested by the concerned in charge using the vehicle.
- 4.2.12 The contractor shall ensure that all the meters particularly the odometer/speedometer and other devices of vehicle are always in working condition. In case if any defects are pointed by the DFCCIL's authority the same shall be immediately rectified by the contractor so that the DFCCIL's work does not hamper & decision of concerned in-charges shall be the final and binding on the contract.
- 4.2.13 The Interior of the vehicle including luggage boot (dicky) must be tidy with neat and clean loose seat covers and exterior also must be presentable.

The contractor shall provide a spare wheel and necessary tools in a good working condition

- 4.2.14** The driver put on the job by the contractor must always possess valid driving license, registration papers road tax paid receipts, interstate permits & insurance etc
- 4.2.15** Vehicle should have permit for **UP, Haryana & Delhi**. If the permit for these states is not available, then the contractor at his own cost, as and when required, shall obtain the same.
- 4.2.16** Contractor must give contact number available at the place where the vehicle is required to be based so that he can be contacted round the clock.
- 4.2.17** All items incidental to above. The cost of all the above items shall be deemed to be included in the rate quoted by the agency

5.0 TIME SCHEDULE

5.1 TIME OF START AND COMPLETION

- 5.1.1** The time allowed for providing vehicles is **24 (Twenty Four) months**.
- 5.1.2** The Contractor shall be expected to mobilize and commence supply of vehicle on hire within **2 days time** after issuance of Letter of Acceptance.
- 5.1.3** If the Contractor commits defaults in supplying vehicles on hire as foretasted, DFCCIL shall without prejudice to any other right or remedy, be at liberty to forfeit fully the Earnest Money Deposit of the Contractor and Performance Guarantee.

6.0 TAXES AND DUTIES

- 6.1.1** Income Tax (TDS) as applicable shall be recovered from the running bills.
- 6.1.2** Passenger Tax, Road Tax, Levy, Service Tax, or any other tax levied by the Central or State Govt. or local bodies, up to the last date of receipt of Tender shall be borne by the tenderer. No part of such taxes on Contractor's labour/ materials or any other amount will be paid by DFCCIL. This should be kept in view before tendering.

The Contractor shall provide copy of all the registration Certificate (RC) with Road Tax & Passenger Tax to the Employer/ Engineer before payment of 1st RA Bill.

6.2 LEVY OF SERVICE/SALES TAX

Levy of Service tax/Sales tax shall be as applicable U.P. The tax upto date of opening only shall be on tenderer's account. Any tax after date of

opening shall be on DFCCIL's account, which shall be reimbursed to agency on submission of documentary evidence.

- 6.3 If any further increase to the existing rates of taxes is made or levies is imposed by the State Govt/Central Govt., after the date of receipt of LOA or tender negotiation whichever is later and the same is required to be borne by the Contractors, then the recovery of said amount will first be made as required under law and subsequently the same will be reimbursed to the Contractors only on production of certificates from the concerned Tax Authority to the effect that the sum as already deposited is not refundable to the Contractor.

6.4 **PERMANENT ACCOUNT NUMBER FOR INCOME TAX**

Firms should provide their PAN No. to CPM/TDL office in connection with all payments/bills.

7.0 **DEDUCTIONS OF INCOME TAX AT SOURCE**

In terms of new section 194 C inserted by the Finance Act 1972 in the Income Tax Act 1961, DFCCIL shall act, at the time of arranging payments to the Contractor, be entitled to deduct income tax at source on income comprised in the sum of such payments.

The deductions towards income tax to be made at source from the payments due to the non-residents shall continue to be governed by Section 195 of the Income Tax Act, 1961.

8.0 **INSURANCES**

- 8.1 Before commencing of works / services, it shall be obligatory for the Contractor to obtain, at his own cost, insurance cover in the joint name of the Contractor and Employer from reputed companies under the following requirements:

- a) Comprehensive Insurance policy / cover shall be taken for each vehicle hired by the Contractor.
- b) All the authorised passengers (as per RC should be insured).
- c) The Contractor shall provide the copy of above insurance covers to the Employer / Engineer. The Contractor shall ensure that the entire vehicle hired to DFCCIL should carry valid insurance covers all the time.

The Employer/Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-Contractor or petty Contractor. The Contractor shall indemnify and keep indemnified the

Employer/Engineer against all such damages and compensation for which the Contractor is liable.

The Policies of the Contractor shall remain in force throughout the period of execution of the works / services and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.

If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the Engineer in the insurance policies mentioned above, then in such cases, the Engineer may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the Engineer in this regard from the payment due to the Contractor or from the Contractor's Performance Security. However, the Contractor shall not be absolved from his responsibility and/or liability in this regard.

9.0 PRICES AND PAYMENT TERMS

8.1 The schedule of Items, rates and Quantities (BOQ) as given in Tender Document has been priced by DFCCIL taking all aspects and conditions of work into proper consideration and the unit rates arrived are given for information of the tenderers. The tenderers are to quote their rates in figures as well as words as a percentage ABOVE, BELOW or AT PAR with the total sum arrived by DFCCIL for **Schedule "A" and Schedule "B", rate mentioned in Schedule "C" remain fixed and paid as per actual.**

8.2 **It is to be understood that the percentages quoted by the tenderer as ABOVE, BELOW, AT PAR with DFCCIL's Schedule "A" and Schedule "B", prices shall be applied equally for each and every item of the Schedule "A" and Schedule "B", of items rates and quantities (BOQ) to represent the items rates of the tenderer.** The items rates as derived above will form the basis of payment for such items under this contract. The percentage quoted by the tenderer should take into account and include the cost of all works incidental to their execution.

8.3 Where there is a discrepancy in the percentage quoted by the tenderer in figures and in words, the quote made in words shall be taken as final.

9.4 PAYMENT TERMS

The driver will have to maintain the log book based on actual usage & get the log book signed from the official, whom the vehicle has been allotted on daily basis. The billing will be done on monthly basis; bills preferably typed and in triplicate, in connection with the service and log books shall be submitted to DFCCIL in the 1st week of each month. Payment will be made after verification by DFCCIL.

9.4.1 MODE OF PAYMENT:

- 9.4.1.1 All payments to the Contractors shall be made through Electronic Clearing System (ECS)/NEFT/RTGS. The contractor shall furnish his Banker's details in addition to his own bank account details in line with RBI Guidelines for the same. All amounts payable to the Contractor shall be directly credited to his bank account. The contractor shall attach certificate from the bank certifying the correctness of the information above.
- 9.4.1.2 In case, the Contractor is having his account with a bank not having Electronic Clearing System (ECS), the Contractor may open a bank account with the bank having this facility.
- 9.4.1.3 All payments to the Contractor shall be made by above means only unless specifically otherwise agreed by the Engineer in special circumstances for petty payments.

10.0 FORCE MAJEURE CLAUSE

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and decision of the Engineer as to whether the services have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding **120 days**, either party may at its option terminate the contract by giving notice to the other party.

10.1 Subject to any requirement in the contract as to completion of any portion or portions of the services before completion of the whole, the Contractor shall fully and finally complete the whole of the services comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:-

- (i) If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works / services.

- (ii) If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of DFCCIL's employees or by other contractor employed by DFCCIL or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorised by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from DFCCIL for which he shall have specially applied in writing to the Engineer or his authorised representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required for him to the satisfaction of the Engineer to proceed with the works / services. The Contractor may also indicate the period for which the services are likely to be delayed and shall be bound to ask for necessary extension of time. The engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for services so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally in the original contract itself.
- (iii) In the event of any failure or delay by DFCCIL to provide the necessary drawings or instructions or any other delay caused by DFCCIL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefore, but in any such case, DFCCIL may grant such extension or extensions of the completion date as may be considered reasonable.

9.2 Extension of time for delay due to Contractor.

The time for providing vehicle services specified in the contract documents shall be deemed to be the essence of the contract and the services must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the services within the time as specified in the contract for the reasons other than the reasons specified in **clause 10.0 and 10.1**, DFCCIL may, if satisfied that the services can be completed by the Contractor within reasonable short time thereafter, allow the Contractor further extension of time as the Engineer may decide. On such extension, DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty a sum equivalent to 0.5% of the contract value of the services for each week or part of the week subject to maximum of 5% of contract value.

For the purpose of this clause, the contract value of the services shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued.

Provided further, that if DFCCIL is not satisfied that the services can be completed by the Contractor and in the event of failure on the part of the Contractor to complete the services within further extension of time allowed as aforesaid, DFCCIL shall be entitled, without prejudice to any other right or remedy available in that behalf, to appropriate the Contractor's security deposit and rescind/terminate the contract under relevant clause of these conditions whether or not actual damage is caused by such default.

11.0 VARIATION IN QUANTITY FOR WORKS / SERVICES

11.1 The DFCCIL reserve the right to alter the designs and drawings. If due to change in drawing or design or any other reasons, there be variations, either increase or decrease in quantities, payment will be made for actual quantities executed at the accepted rates. If there be sufficient cause, the DFCCIL may grant an extension for the date of completion suitably. Such circumstances, shall, in no way affect or vitiate the contract to alter the character thereof, or entitle the Contractor to damages or compensation therefore except as provided for in this tender.

The quantities of items shown in the bill of quantities are approximate, and liable to vary during the actual execution of the services. The Contractor shall be bound to carry out and complete the stipulated services, irrespective of the variations in individual items, specified in the bill of quantities.

- 11.2.1 Such variations in quantities shall be paid for in the manner laid down below:
- (a) Operation of an item by more than 125 % of an agreement quantity needs approval of competent authority. Quantities operated up to 125 % of the agreement quantity of concerned item shall be paid at the rate awarded for that item in the particular tender.
 - (b) Quantities operated in excess of 125 % but up to 140 % of the agreement quantity of concerned item shall be paid at 98 % of the rate awarded for that item in that particular tender.
 - (c) Quantities operated in excess of 140 % but up to 150 % of the agreement quantity of concerned item shall be paid at 96 % of the rate awarded for that item in that particular tender.
 - (d) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid 96 % of the rate awarded for that item on the overall contract value.

- (e) Decrease in quantity of individual items up to 50% due to site conditions shall not be ground for revision of rates or claim on this account. Decrease in individual items beyond 50 % rate shall be negotiated between the Engineer and the Contractor.
- (f) The above limit for variation of rates according to increase /decrease of quantity shall not be applicable for item B & C of accepted financial offer.

12.0 PRICE VARIATION CLAUSE:

Rates granted for monthly usage should exclude the dead mileage i.e. garage to point of duty and back, which should not be part of the overall Kilometrage. Price variation on acceptable rates will be considered due to the increase/ decrease in the Price of the fuel in the manner as mentioned in below paragraph. Base price of fuel at Kanpur on the date of commencement of work will be considered for price variation calculation. Base price will also get revised after the effect of subsequent revision of price. The revision will be effective from date of notification by the Govt. for increase/ decrease in fuel price.

- i. In case of increase/ decrease in price of fuel less than 10 % (at a time or with commutative effect) of the base price (at Kanpur), no variation shall be applicable on the accepted rates.
- ii. In case of increase / decrease in the price of fuel for more than or equal to 10 % (Ten) (at a time or with commutative effect) of the base price, price variation @2.5% (Two Point Five) (Increase/ Decrease) per day per vehicle for item No A(1) of accepted financial offer will be effected for calculation of rate.
- iii. No Price variation will be calculated for item B (1) & C (1) of accepted financial offer i.e on extra charges for running of vehicle per Km over item no A (1) above.

13.0 RETENTION MONEY:

Retention money for all contracts shall be recovered from on account/ final bills of the Contractor at 10% of gross value of each bill after adjusting EMD amount till the amount so recovered including EMD amount adds up to 5% of the contract value of the work etc. variation and extra work.

No interest shall be payable to the Contractor on the amount retained in cash towards retention money.

14.0 RELEASE OF RETENTION MONEY:

- i) The Retention Money shall be released to the Contractor after preparation of final bill and acceptance of the same by the Contractor and after the expiry of the defect liability period specified in the Contract, reckoned from the date on which the Engineer shall

have issued the Certificate of Completion comprising the whole of works.

- ii) If requested by the Contractor, 50% of the Retention money may be released on deduction of retention money reaching 5% of the contract value against submission of Bank Guarantee for an equivalent amount by the Contractor in the prescribed Proformas from any scheduled Bank. This Bank Guarantee shall be kept valid till the period of three months beyond the expiry of Defect Liability Period. Fixed Deposit Receipt (FDR) from a scheduled bank endorsed in favour of the Employer can be submitted by the Contractor in lieu of the Bank Guarantee for release of 50% Retention Money. In case of the requirement, the Bank Guarantee/FDR shall be extended by the contractor, for the period as directed by the Engineer/Employer.
- iii) Where different defect liability periods are applicable to different parts of the works, the expression - "expiration of the defect liability period" shall for the purpose of this clause be deemed to mean the expiry of last of such periods.

15.0 PERFORMANCE BANK GAURENTEE.

- a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 (sixty) days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% (Fifteen) per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 (sixty) days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. First on A/C bill be released after submission of PBG.
- b) The successful bidder shall submit a Performance Guarantee (PG) in the form of Irrevocable Bank Guarantee or Fixed Deposit Receipt (FDR) (free from any encumbrance) endorsed/ pledged in favour of DFCCIL amounting to 5% of the contract value.
- c) The Performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. This PG shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

- d) The value of PG to be submitted by the Contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of contract increases by more than 25% of the original contract value, an additional Performance Guarantee amount to 5% (five percent) for the excess value over the original contract value should be deposited by the contractor.
- e) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily.
- f) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.
- g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:
- i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - ii) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
 - iii) The contract being determined or rescinded under provision of the GCC /SCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of DFCCIL.

16.0 LIQUIDATED DAMAGES

If the Contractor fails to maintain the required progress of work in terms of relevant clause and eventually delays the completion of work due to faults and shortcomings attributable to the contractor beyond the completion time as specified in Appendix to Tender or any extended period thereof, the Engineer-in-Charge shall be at liberty to levy liquidated damages on the contractor at ½ (one half) percent of contract value for each week of delay or part thereof subject to a **maximum of 5% of the contract value**.

The amount of liquidated damages may be adjusted or set off against any sum payable to the Contractor under this or any other contract with DFCCIL.

17.0 DETERMINATION OF CONTRACT DUE TO CONTRACTOR'S DEFAULT

17.1 Conditions leading to determination of contract

- (i) If the Contractor
 - a. becomes bankrupt or insolvent, or,
 - b. makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
 - c. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/ General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
 - d. has execution levied on his goods or property or the works, or
 - e. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
 - f. abandons the contract, or
 - g. persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
 - h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
 - i. fails to take steps to employ competent and/ or additional staff and labour, or
 - j. fails to afford the Engineer or his representative proper facilities for inspecting the works or any part thereof, or
 - k. promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
 - l. Suppresses or gives wrong information while submitting the tender.

In any such case the Engineer on behalf of the Employer may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer, the Employer shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

- ii. In such a case of termination, the Employer/Engineer may adopt the following courses.
 - a) Measure up whole or part of the work from which the Contractor has been removed, and get it completed by another Contractor. The manner and method in which such work is to be completed, shall be entirely at the discretion of the Engineer whose decision shall be final and binding.
 - b) Carry out the whole or part of the work from which the Contractor has been removed, by the employment of the required labour, materials, plants and equipment and other resources.

17.2 Entitlement of Employer/Engineer:

In cases described in sub-clause 17.1 (ii) above, the Employer/Engineer shall be entitled to:

- a. Forfeit the whole or such portion of the Performance Security amount, as he may deem fit, and
- b. Recover from the Contractor the cost of carrying out the balance work in excess of the sum, which he would have been paid, according to the certificate of the Engineer, if the works had been carried out and completed by the Contractor under the terms of the contract. Such certificate shall be final and binding upon the Contractor. The amount to be recovered may be deducted by the Employer/Engineer from the retention money or any other moneys due to the Contractor alone or jointly under this or any other contract.

18.0 DETERMINATION OF CONTRACT ON EMPLOYER / ENGINEER'S ACCOUNT:

The Employer/Engineer shall be entitled to determinate the contract, at any time, should, in the Employer/Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer/Engineer of such termination and reasons therefore, shall be conclusive evidence thereof. In such a case, the value of approved materials actually brought to the site and of work done upto date by the Contractor, shall be paid for in full by the Employer/Engineer, at rates specified in the contract.

In case of determination of contract on Employer/Engineer's account as described above, the claims of the Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/vouchers etc. to the satisfaction of Employer/Engineer. The decision of the Employer/Engineer on the necessity and propriety of such expenditure shall be final and conclusive.

However, the Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

The amount to be recovered from the Contractor shall be decided by the Engineer whose decision in this regard shall be final and binding. The Contractor shall have to pay back un-recovered portion of advances made to him, together with accrued interest thereon. In case, the Contractor defaults, the Engineer shall recover the amounts from any payment due to the Contractor, or from the Performance Security or by encashing the Bank Guarantees given by the Contractor for securing the advances or for any other purpose. This is without prejudice to other remedies available to the Employer/Engineer.

19.0 DEATH OF CONTRACTOR/ PARTNER

If the Contractor is an individual or a sole proprietary concern, and the individual or a sole proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, in that case, unless the Employer/Engineer is satisfied that the legal representative of the individual Contractor or of the sole proprietor, as the case may be, or in the case of partnership firm, all surviving partners are capable of carrying out and completing the contract, the Employer/Engineer shall be entitled to rescind the contract as to its incomplete part. In that event, the Employer/Engineer shall not be liable to pay any compensation to the legal heirs of the deceased Contractor and / or to the surviving partners of the Contractor's firm, on account of such cancellation of contract. The Engineer's decision as to whether the legal representatives of the deceased Contractor or surviving partners of the Contractor are capable of carrying on and completing the contract shall be final and binding on the parties. Provided further that the legal representatives of the deceased Contractor or the surviving partners shall also not be liable to pay any damages, alleged or actually suffered by the Employer/Engineer, in respect of incomplete part of the contract. Any liability incurred by the deceased Contractor, or by the deceased partner of the contracting firm, before his death, shall be recovered from the legal representatives of the deceased Contractor or from the surviving partners of the said contracting firm as the case may be.

20.0 SETTLEMENT OF DISPUTES

20.1 All disputes or differences of any kind whatsoever that may arise between the Employer/Engineer and the Contractor in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:-

20.2 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Contractor to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

20.3 Conciliation/Arbitration

- i) It is a term of this contract that Conciliation/Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.
 - ii) If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims of the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
 - iii) Managing Director of the Employer may appoint Conciliator/s or Arbitrator/s as the case may be. For this purpose a panel of names will be sent to the Contractor. Such persons may be working /retired employees of the Employer or working /retired employees of Railway, who had not been connected with the work.
- This is an agreed term of this contract that the Conciliator/s and Arbitrator/s shall be appointed from the list of working /retired employees of DFCCIL or working /retired employees of Railway.

Two stages

Disputes shall be settled through two stages:

- Conciliation procedures as established by the “The Arbitration and Conciliation Act 1996” (as amended from time to time) and in accordance with this Clause. In the event this procedure fails to resolve the dispute.
- Arbitration procedure undertaken as provided by the “The Arbitration and Conciliation Act -1996” (as amended from time to time) and in accordance with this Clause.

a) Conciliation

- 1) Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

- 2) Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.
- 3) The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.
- 4) As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.
- 5) In case, the efforts to resolve all or any of the disputes through Conciliation fails, the Contractor may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

b) Arbitration

- 1) In case where the total value of all the claims in question is less than 1000000/- (Rupees Ten lakhs only) the arbitral tribunal will consist of a sole arbitrator.
- 2) In case where the total value of all the claims in question is more than 1000000/- (Rupees Ten lakhs only) the arbitral tribunal will consist of panel of three serving/retired officers.
- 3) MD/DFCCIL shall appoint arbitrators from the approved pannel.
- 4) All other condition for arbitration in general shall be as per Indian Railway Standard General Condition of contract July 2013 with latest amendments.
- iv) The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Indian 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 conciliation and arbitration proceedings under this clause.
- v) The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

- vi) The Conciliation and Arbitration hearings shall be held in Agra only. The Arbitrators shall always give item-wise and reasoned awards in all cases where the total claim exceeds Rs. Ten lakh
- vii) The fees and other charges of the Conciliator/Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Contractor.

20.4 Settlement through Court

It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 19.

20.5 No suspension of work

The obligations of the Employer, the Engineer and the Contractor shall not be altered by reasons of conciliation/arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration and payments to the Contractor shall continue to be made in terms of the contract.

20.6 Award to be final and binding on all parties

An arbitral award shall be final and binding on all parties, as per provision of Arbitration and Conciliation Act, 1996.

20.7 Exception

For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.

21.0 SAFETY PRECAUTIONS TO BE TAKEN AT WORK SITE.

The contractor shall not allow any road vehicle belonging to his or his Contractors etc. to ply in railway land next to the Railway line. If for execution of certain works, viz., earthwork and transportation of materials etc. road vehicles are necessary to be used in railway land next to the railway line the contractor shall apply to the Engineer-in-charge for permission giving the type and number of individual vehicles, names and license particulars of the drivers location duration and timings for such works/movement. The Engineer-in-charge or his authorized representative will personally counsel, examine and certify the road vehicle drivers, contractor's flagmen and Supervisor and will give written permission giving names of road vehicle drivers, contractor's flagmen and supervisor, to be deployed on the work, location, period and timing to the work. This permission will be subject to the following obligatory conditions.

- i) Road vehicles can ply along the track after suitable cordoning of track with minimum distance as per site condition and instructed by Engineer from the center of the nearest track. For ply of road vehicles during night hours, adequate measures to be communicated in writing along with a site sketch

to the contractor/contractor's representative and controlling engineers/supervisors incharge of the work including officers and the in-charge of the sections.

- ii) Nominated vehicles and drivers will be utilized for work in the presence of at least one flagmen and one supervisor certified for such work. The flagmen/supervisor as required shall be arranged by contractor and no separate payment shall be made for this.
- iii) The Contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to this equipment and men and also damages to railway and its passengers.
- iv) Engineer-in-charge may impose any other conditions necessary for a particular work or site.

22.0 ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- i) The Contract Agreement.
- ii) Letter of Acceptance.
- iii) Form of bid
- iv) General Information
- v) Notice Inviting Tender (with Annexes)
- vi) Instructions to Tenderers
- vii) Special Conditions of Contract
- viii) Special Terms and Conditions
- ix) Annexures
- x) Bill of Quantities (BOQ)
- xi) General Conditions of Contract

23.0 Jurisdiction of Courts

In case of any disputes/differences between contractor & DFCCIL the jurisdiction shall be of Agra Courts only.

- 24.0** In case of any deviation in downloaded copy of the tender documents, the Master Copy kept in the office of Chief Project Manager/TDL, DFCCIL, Sweta Bhavan, E-751, Agra will prevail.

SPECIAL TERMS AND CONDITIONS

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SPECIAL TERMS AND CONDITIONS

1. The vehicles will be kept neat and clean and in perfect running condition with shining body and clean interior with good upholstery. The vehicle Model should not be older than 2013.
2. In case condition of vehicles is not found to be satisfactory, they shall be returned for immediate replacement. In case no replacement is provided on time, the customers would have the right to hire a vehicle from the market and the additional cost incurred by the customers will be borne by the transport operator.
3. The period of hiring of vehicles will be for **the period of 24 (Twenty Four) months**. Initially vehicle is hired for 24 (Twenty Four) months. The hiring period may be extended depending on the requirement of Vehicle. However, in case of unsatisfactory performance, the Vehicle can be de-hired immediately with a 3 (Three) days notice. If the vehicle fails to perform satisfactorily during initial period of 7 days, this will lead to immediate de-hiring. In case the Contractor intends to withdraw the Vehicle, he must serve a minimum one month (30 days) notice to DFCCIL.
4. Accepted rates shall be inclusive of monthly fixed hiring charges vehicles and drivers, repairs and maintenance of vehicles, running fuel costs, mobile oil, spares, tools and tackles, road tax permit, insurance charges of driver & vehicle (any third party), and any other incidental expenses, etc., complete for running of vehicle in the state of Uttar Pradesh and outside the state of Uttar Pradesh as and when required. DFCCIL shall be liable to pay the fixed monthly hiring charges as per the BOQ and in accordance with Price variation clause.
5. Vehicles shall be in good running condition & shall be of particular brand model **[Mahindra Scorpio AND /OR, equivalent for Non A.C. as directed by the Engineer-in-Charge]** manufactured not before the year 2014 (year of manufacturing). The decision of Engineer in Charge regarding suitability of vehicle provided shall be final and binding. All the vehicles shall carry stepney, tool box, first aid box, torch, umbrella, fire extinguishers and spark plug.
6. The Contractor shall provide skilled driver so that the Vehicle is able to perform satisfactorily. The drivers provided on the vehicles shall be fully aware of the geography of area of working. They should also aware of traffic rules and prevailing law and order situation in the area of working and in the State of Uttar Pradesh. Drivers on hired vehicle should be deployed only after submission of "Police Verification/Clarification Certificate" of his credentials/identity in addition of his valid driving license. ***In absence of police verification certificate of driver, vehicle shall not be considered for hiring.*** The vehicle should be registered with the concerned authority of Central/State Govt. with payment of road tax and have a comprehensive insurance policy. The driver of the vehicle provided must follow traffic Rule and other regulations prescribed by the Govt. from time to time. Copies of the Registration Certificates of the vehicle, evidence for payment of Road Tax, Insurance premium, valid driving license should also be submitted as and when

demanded. The rate shall be deemed to be inclusive cost of Driver for Vehicle, police verifications, all consumables for running of vehicles, repair & maintenance of vehicle (both preventive and breakdown), insurance, road tax etc. as well as all taxes pertaining to run vehicle on road. No extra payment shall be made on this account. All liabilities pertaining to agency's staff and personnel shall be borne by Contractor. DFCCIL shall not be liable for any compensation.

7. It will be the responsibility of the agency to get the police verification done of each driver deployed with the vehicles. The agency will not deploy any driver whose credentials are doubtful.
8. The agency/firm should have an adequate number of telephones for contact round the clock. The driver shall observe all the etiquette and protocol while performing the duty & shall be neatly dressed, should wear proper uniform of grey colour.
9. Running of vehicle shall include sites having katcha roads, un even terrains, etc., and shall be up to 12 hour's duty period per day. However the Contractor has to arrange the vehicle as per the requirement of DFCCIL. In case the vehicle work for less than 12 hours a day due to Contractor's fault, the payment shall be reduced on pro-rata basis. In case of breakdown of vehicle, substitute vehicle should be provided by the Contractor/Contractors otherwise an amount of Rs.1500/- per day shall be deducted from the monthly bill. The actual timing of working shall be decided based on the requirement of DFCCIL as per site conditions.
10. The vehicle is to be maintained by the Contractor at his own cost. The DFCCIL will not be liable for any payment to the Contractor for regular or accidental maintenance. In case of accident, it will be the sole responsibility of the driver/Contractor to report with the police and other administrative authority. In the case of any accident, all the claims arising out of it shall be met by the agency/firm and the DFCCIL shall not be responsible in any manner.
11. The agency/firm and driver shall be bound to carry out the instructions of the DFCCIL as well as of the Officers assigned to the vehicle.
12. The quoted rates should be inclusive of any type of all taxes and duties which is statutory, Time to time changes in taxes and duties will be borne by the Contractor. The toll tax or any other similar taxes arising on vehicle, while on duty shall be considered for payment at the accepted rate on production of proof of payment for the same in original on monthly basis. If there is a difference in the accepted rate and original paid rate, payment shall be made to the Contractor at the rate whichever is lesser.
13. Complete repair & maintenance to be borne by the Contractor at his own cost. Every vehicle will be given a maintenance period maximum of two days in a month for maintenance for which vehicle shall not be treated as under breakdown.

14. **Settlement of dues:** At de-hiring time, vehicle will be released from site only after settlement of dues from both sides.
15. The contract may be considered for extension by mutual agreement for such further period(s) as may be agreed upon.
16. Once the hiring of vehicles commences from a particular operator, the vehicles and the driver should not be changed unless requested by the concerned official or DFCCIL. The vehicle must be available at any time of any day as desired by the officers considered.
17. On awarding the contract, the agency/firm has to furnish to DFCCIL the certified copies of RC books and the comprehensive insurance policies of each vehicle deployed.
18. All the vehicles to be deployed on the project are to be fitted with heater wherever necessary, for which no additional payment will be made.
19. It will be the responsibility of the vehicles driver to ensure that no objectionable item is kept in the vehicle.
20. The Vehicles may be required to go out of stations at times. The driver of the vehicles should take the officials if so demanded at short notice.
21. DFCCIL reserves the right to change the head quarters of a vehicle during the contract period as and when required and it will be binding on the vehicle owners. Any disobedience to this clause will count for breach of contract and in such case the contract made with the vehicle owner will be terminated forthwith without any notice.
22. All the cases against the vehicle/driver including those filed in the court of law due to breach of normal traffic etc, are to be defended by the Contractor/driver himself and no extra amount will be paid by the DFCCIL.
23. The Contractor will have to always keep up to date valid vehicle registration certificate, insurance paper, tax payment documents etc. to avoid any kind of dispute en-route or at any time and should submit its photo copies duly attested by a gazetted officer . The original of these documents will always be made available with the driver while running the vehicle.
24. The driver is to be provided by the Contractor and his expenses like wages, fooding, clothing etc. are to be borne by the Contractor. No mileage will be claimed for driver's lunch, breakfast or drawl of fuel.
25. The driver should be literate, obedient, disciplined, well dressed, well behaved and also punctual and should possess valid driving license. In case any deficiency is found with the driver from these normal requirements, the Contractor will be required to replace the driver immediately with a new at the direction of the hiring authority. Drivers should not take liquor during duty hours. Penalty of Rs 500/- will be imposed for any abnormality as per above.

26. The agency will be solely responsible for payment of all obligations for the vehicles deployed by you as per applicable relevant laws and will never pay less than the minimum wages notified by the Government from time to time.
27. Obligatory and statutory requirements under various provisions in the laws applicable for such works / services shall be complied by the Contractor. The Contractor shall have to pay to their staff on or before every 7th of the following month without any failure.
28. The vehicle is hired for full month irrespective of Sunday, Gazztted holiday and Paid holiday, however for minor maintenance of the vehicles if required reasonable time will be spared, in any case not to be exceeded four hours.
29. Toll tax or any other tax of similar nature and any parking charges incurred while on duty under the contract shall be considered for payment at the accepted rate on production of proof of payment for the same in original on monthly basis. If there is a difference in the accepted rate and the original paid rate, payment shall be made to the Contractor at the rate whichever is lesser.
30. The agency will have to provide mobile phones to the drivers and the officer using the vehicle will have all rights to call on the mobile of the driver which will be the part of the contract. In case of failure to provide mobile phones, DFCCIL will be at liberty to deduct charges as decided by competent authority of DFCCIL. List of drivers mobile number has to be provided to concerned office.
31. Though the rate provided in BOQ, if vehicle is discontinued in between the month, then payment will be made as per prorata basis for actually working day during that month.
32. No additional terms & conditions over and above the conditions stipulated above shall be entertained by DFCCIL.
33. In case of any dispute of any kind and in any respect whatsoever, the decision of **Chief Project Manager/TDL** shall be final and binding.

ANNEXURES

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ANNEXURE – A

CERTIFICATION OF FAMILIARISATION

- A.** I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:
- a) Topography of the Area.
 - b) Availability of local drivers of vehicles and their rates.
 - c) Availability of fuel and lubricants.
 - d) The existing roads and access to the site of work.
 - e) Availability of space for parking of vehicles, etc.
 - f) Climatic condition and law & order situation in project area.
- B.** I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising Instructions to the Tenderers, General Conditions of the Contract, Special Conditions, special terms and conditions apart from information conveyed to me/us through various other provisions in this tender document.
- C.** I/We have quoted my / our rates as ‘Percentage above / below / at par “of total cost as per Schedule of Items Rates and Quantities (BOQ) in **Schedule “A” and Schedule “B”**, taking into account all the factors given above.

(Signature of Tenderer/s)

ANNEXURE – B

SUPPLEMENTARY AGREEMENT

Articles of Agreement made on this in the year and between DFCCIL acting through the Chief Project Manager hereinafter called as one party and of the second part.

Where the party hereto of the second part executed an agreement with the party hereto of the first part being agreement No. dated for the performance of herein called the principal agreement.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on “date last extended” and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part and whereas the party hereto of the first part already made payments to the party hereto of the second part diverse sums from time to time aggregating to **Rs.** including the final bill bearing voucher No. dated (the receipt of which is hereby acknowledged by the party hereto of the second part) in full and final settlement of all his claim under the principal agreement.

Now it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including / excluding security deposit, the party hereto of the second part have no further dues / claims against the party hereto of the first part under the said principal agreement.

It is further agreed by and between the parties that they party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said principal agreement.

It is further agreed and understood by and between the party that in consideration of the payment already made under the agreement the said principle agreement shall finally discharged and rescinded all the terms and conditions including the arbitration clause.

It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and / or shall seems to be non existent for all purposes.

Signature of the Tenderer/s

For & on behalf of

Witness of the signatures

Witness
.....

- 1.
- 2.

ANNEXURE-C

UNDERTAKING BY TENDERER

1. Being duly authorized to represent and act on behalf of and having fully understood all the tender conditions and requirements for fulfilling eligibility criteria including residual / available bid capacity, the undersigned hereby declare that:
 - i) The information / statements given in support of technical and financial capability as per para 1.0 A. and B. of Annexure-I of NIT of tender document are true and correct in every detail.
 - ii) This tender offer is made in the full understanding that:
 - a) All information / documents submitted along with tender offers by tenderer/s will be subject to verification by DFCCIL or its any authorized representative who may conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with the tender offer and to seek clarification from our bankers, clients regarding any financial & technical aspects;
 - (b) In the event that the information/document submitted is found to be false or misleading, the tender shall be disqualified and the earnest money deposited shall be forfeited.
2. The client reserves the right to:
 - (i) Reject or accept any application, cancel the tender and reject all applications.

Signed

Name

For & on behalf of
Name of Firm/Company/JV

ANNEXURE-D

(Guarantee –Bond offered by bank to DFCC in connection with the execution of Contracts) (SD)

GUARANTEE BOND FORMAT
(To be used by approved Schedule Banks)

1. In consideration of the Employer DFCCIL (herewith called “ The Employer”) having agreed to exempt _____(hereinafter called “ The said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No..... dated _____made between _____ and _____ for _____(hereinafter called the “ The Said Agreement “) of **security deposit** for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____(Rupees _____only), we _____, _____(indicate the name of the bank) (hereinafter referred to as “ The Bank”) at the request of contractor(s) do hereby undertake to pay to the Employer an amount not exceeding Rs. _____against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.
2. We _____(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the DFCCIL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DFCCIL by reason of any breach by the said Contractor(s)of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Employer any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/ Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present is being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharges of our liability for payment hereunder the Contractor(S)/Supplier(s) shall have no claim against us for making such payment.
4. We _____(indicate the name of Bank) further agree that the guarantee herein contained shall 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 Employer under

or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ the Employer/DFCCIL certify that terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this Guarantee thereafter.

5. At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the Contractor.
6. We _____ (indicate the name of Bank) further agree with the DFCC that the DFCC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time to time any of the powers exercisable by the DFCCIL against the said Contractor(s) and to forbear or enforce any of terms and conditions relating to 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(s) or for any forbearance, act or omission on the part of the DFCCIL or any indulgence by the DFCCIL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).
8. We _____, (indicate the name of Bank) lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the DFCCIL in writing.

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of..... being herewith duly authorized.

Bank Seal
Seal

Signature of Bank Authorize Official with

Name: -----

Designation: -----

Address:

Witness:

1. Name:.....
Designation:.....
Address:
2. Name:.....
Designation:.....
Address:.....

ANNEXURE-E

Format of Bank Guarantee for Performance Security

Bank Guarantee No. : Dated :

To,
Dedicated Freight Corridor Corporation of India Limited
Metro Station Building Complex 5th Floor,
Pragati Maidan, New Delhi

Reference: - Contract No. -----, Awarded on -----

This deed of guarantee made this day of ----- (hereinafter referred to as "Bank") of the one part and Dedicated Freight Corridor Corporation of India Limited (hereinafter called "the Contract") to M/s -----its registered office at ----- (hereinafter called "the Contractor"). Whereas, the contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs. ----- (Rs. In words) only.

Now, we the undersigned (name of the Bank official), of the Bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs. ----- (Rs. In words) as stated above.

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agrees and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (in words) only.

We -----(indicate the name of Bank), further undertake to pay to the Employer any money so demanded not withstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal. The Payment so made by us (name of Bank) under this bond shall be a valid discharges of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We------(indicate the name of bank), to further agree that the guarantee herein contained shall 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 at all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by ----- (Designation & address of contract signing authority) on behalf of Employer certify

that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Not with standing 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 Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing , thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we(name of bank) un conditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we ----- (name of bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We------(indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to power exercisable by the Employer against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Contractor.

The expression "The Employer", "The Bank" and "The Contractor" hereinbefore used shall include their respective successors and assigns.

We----- (name of the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. ----- (in words).
- ii) This Bank Guarantee shall be valid up to -----, unless extended on demand by Employer.
- iii) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before-----

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of ----- being herewith duly authorized.

Bank Seal

Signature of Bank Authorize Official with Seal

Name :-----

Designation:-----

Address :

Witness:

1. Name :.....
Designation :.....
Address :

2. Name :.....
Designation:.....
Address :.....

ANNEXURE-F

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between, DFCCIL , _____ (address). (Hereinafter called “the Employer/ Engineer”) of the one part and _____ (name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz. **Contract No.** _____ (hereinafter called “the works, and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

- 1.0 In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Notice Inviting Tender
 - c) Instructions to the Tenderers
 - d) General Information
 - e) Form of Bid
 - f) Special Conditions of the Contract
 - g) Special Terms and Conditions
 - h) General Conditions of the contract
 - j) Bill of Quantities
- 3.0 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4.0 The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the

Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

| | |
|--|--|
| (Name, Designation and address of the authorized signatory) | (Name, Designation and address of the authorized signatory) |
| Signed for and on behalf of the Contractor in the presence of: | Signed for and on behalf of the Employer in the presence of: |
| <i>Witness:</i> | <i>Witness:</i> |
| 1. | 1. |
| 2. | 2. |

Name and address of the witnesses to be indicate.

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GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract July 2013 (Part-II) of the Indian Railways shall be followed with latest correction slips and amendments issued from Indian Railways.

The General Conditions of Contract July 2013 (Part-II) of the Indian Railways, along with latest correction slips and amendments, will form part of the tender/contract documents.

In case, there is an ambiguity in any definition, the decision of DFCCIL regarding the interpretation shall be final and binding.

Wherever there is conflict in any condition between GCC and special condition mentioned in tender documents. The condition mentioned in special condition of contract will prevail. However Engineer-in-charge's decision in this connection shall be final and binding.

The General Conditions of Contract July 2013 (Part-II) of the Indian Railways, along with latest correction slips and amendments up to 30-04-2014 is enclosed in a separate booklet which will form part of the tender/contract documents.

Tenderer(s) are requested to sign under his /their official seal at the bottom left hand side of each page of this booklet and submit along with original offer

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**CONSTRUCTION OF BHAUPUR-KHURJA
SECTION OF EASTERN CORRIDOR OF DFCCIL**

TENDER

FOR

**HIRING OF VEHICLES FOR DFCCIL STAFF
IN CONNECTION WITH BHAUPUR-
KHURJA SECTION OF APL-1 PROJECT OF
DFCCIL for Agra office
(PACKAGE NO. VH-05)**

FINANCIAL BID

(Packet – II)

FEB, 2015



डेडीकेटेड फ्रेट कोरीडोर

**DEDICATED FREIGHT CORRIDOR CORPORATION
OF INDIA LIMITED**

(A Government of India Undertaking)

MINISTRY OF RAILWAYS

Main office:-

CPM/TDL/DFCCIL OFFICE

**SHWETA BHAVAN, E-751,
KAMLA NAGAR,
AGRA-282005, U.P.**

Site office:-

**DY CPM/TDL/DFCCIL OFFICE
117/H-2/180,PANDU NAGAR
KANPUR NAGAR - 208025, U.P.**

Corporate Office

**DFCCIL, 5th Floor, Pargati Madian Metro station Complex,
NEW DELHI – 110 001**

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| Tender No. DFCCIL/ TDL/EN/VECHILE HIRING/ VH-05 | | | | Date: 18.02.2015 | | |
|---|---|-----------------|------------------------|------------------|------------|---------------------|
| DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED | | | | | | |
| BHAUPUR-KHURJA SECTION | | | | | | |
| Estimate for Hiring of vehicles for DFCCIL Staffs in connection with the BHAUPUR-KHURJA Section of Eastern Corridor of DFCCIL for Agra office (Package no. VH-05) | | | | | | |
| Sr.No. | Description | Unit | Qty. reqd. (per month) | Period (Months) | Rate (Rs.) | Amount (Rs.) |
| (A) | Hire Charges & Cost of HSD | | | | | |
| 1 | Monthly Hire charges for providing 2x2 wheel drive vehicles, (Not manufactured before-2013); on monthly rental basis including cost of Driver, all maintenance & Repair of Vehicle etc. for movement of Officers / Staff from Guest House to Offices, Various work sites & offices and back and for any other purpose as may be decided by the concerned Officer/Staff for 12 hours a day and up to 3000 Kms & 312 hours per month. The rates should be inclusive of all taxes, duties, insurance etc (Including Comprehensive Insurance covering all passengers as mentioned in RC) , complete as required for running of vehicle on contract in the State of Uttar Pradesh and any other places as required as a complete service and as per the instructions of Engineer-in-charge. | | | | | |
| | NON A.C. Vehicle (Make- Mahindra Scorpio AND /OR equivalent as directed by the Engineer In- charge) | Nos | 6 | 24 | 37047.50 | 5,334,840.00 |
| | Sub-Total (A) (1) | | | | | 5,334,840.00 |
| (B) | Extra Charge for Running of Vehicle | | | | | |
| 1 | Extra Charge for Running of Vehicle per Km over Item no A (1) above | Per Km | 12000 | 24 | 8.12 | 2,338,560.00 |
| 2 | Rent of additional hours for vehicle to be hired under item no A (1) above | Per Hour | 6000 | 24 | 10.15 | 1,461,600.00 |
| | Sub-Total (B) (1+2) | | | | | 3,800,160.00 |

| Sr.No. | Description | Unit | Qty. reqd. (per month) | Period (Months) | Rate (Rs.) | Amount (Rs.) |
|--------|---|-----------------------|------------------------|-----------------|------------|---------------------|
| (C) | Misc. Expenses like Night Halt Charges and Toll Tax etc. | | | | | |
| 1 | Night Halt Charges for site outside the place where the vehicle is based. Extra hour payment as per item no B (2) of schedule will be made only up to the time when the vehicle is used before the driver is permitted to take rest. (approx with in the area the halts per vehicle in the month: 10 halts X 6 vehicle = 60 except at halt) | Per Night Halt | 60 | 24 | 200 | 288,000.00 |
| 2 | Extra cost paid on Sunday/ Gazetted holiday, contractor shall have provide suitable substitute drivers for ensuring stipulated weekly rest to regular drivers as per extant labour law for which no extra payment will be made. | Per day | 24 | 24 | 150 | 86,400.00 |
| | Sub-Total (C) (1+2) | | | | | 374,400.00 |
| | Grand Total (A+B+C) | | | | | 9,509,400.00 |

Grand Total : Ninety Five lakh Nine Thousand and Four Hundred only.

Quoting of rates

1. Tenderer should not quote for individual items.
2. Tenderer should quote %age above or below or at par to the total Cost item (A+B) only of above schedule. Write the percentage both in figures and words
3. Rate mentioned in item C of above schedule is fixed.
4. Parking/ toll tax is paid as per actual on submission of documentary evidences.
5. Tenderer must sign the following certificate.

I/We offer and agree to execute the above work at % (In figures)
percent (In Words)
(write above or below or at par)

Signature of tenderer with seal