



DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.
(A Public Sector Undertaking of Ministry of Railways)
702/2 Shastri Nagar, Meerut

TENDER DOCUMENT

Tender No.: Tender No. 0MTC/DFCCIL/Vehicle hiring/open tender/ 2011-12/T-30

NAME OF WORK:“Providing five (05) no. of spacious cars (Scorpio, Tata Sumo, Xylo, Tavera or equivalent) on hiring basis for two years for use in the jurisdiction of Chief Project Manager/DFCCIL/Meerut”

Approximate cost of work	:	Rs. 57.09 Lakh
Earnest money	:	Rs. 1,14,180 /- Only
Completion period	:	24(Twenty Four) months
Tender closing date	:	06-03-2012 at 15.00 hours
Tender opening date	:	06-03-2012 at 15.30 hours

NOT TRANSFERABLE

Issued by : Chief Project Manager;

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED;
702/2 Shastri Nagar; Meerut

Issued to :

M/s í í í í í í í í í í í í í í

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For CPM/Meerut



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For CPM/Meerut



DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.
(A Public Sector Undertaking of Ministry of Railways)
702/2 Shastri Nagar, Meerut

Forwarding letter by Tenderer

To,
Chief Project Manager
DFCCIL, MEERUT

Tender No.: Tender No. 0MTC/DFCCIL/Vehicle hiring/open tender/ 2011-12/T-30

NAME OF WORK: "Providing five (05) no. of spacious cars (Scorpio, Tata Sumo, Xylo, Tavera or equivalent) on hiring basis for two years for use in the jurisdiction of Chief Project Manager/DFCCIL/Meerut"

1. I/We í have read the various conditions of tender attached hereto and hereby I/We agree to abide by the said conditions. I/we also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our '**Earnest Money**'. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General condition of the contract and to carry out the work according to special conditions as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of **Rs.1,14,180/- (Rs. One lakh fourteen thousand one hundred eighty only)** has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
 - (i) I/We do not execute the contract agreement within **15 days** of issue of the acceptance letter by the DFCCIL Administration that such documents are ready.

OR

 - (ii) I/We do not commence the work within **7 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 the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

í í í í í í í í í í í ..
Signature of Witness.

í í í í í í í í í í í í í .
Signature of Tenderer(s)

Date í í í í í í í í í í í ..

Tenderer/s address :

SECTION-1
INSTRUCTION TO TENDERER(S)

Tender No. 0MTC/DFCCIL/Vehicle hiring/open tender/ 2011-12/T-30

NAME OF WORK: “Providing five (05) no. of spacious cars (Scorpio, Tata Sumo, Xylo, Tavera or equivalent) on hiring basis for two years for use in the jurisdiction of Chief Project Manager/DFCCIL/Meerut0

1.0 GENERAL INSTRUCTION

DFCCIL invites open tender for the work of providing five (05) no. of spacious cars (Scorpio, Tata Sumo, Xylo, Tavera or equivalent) on hiring basis for use of DFCCIL officials and Competent Land Acquisition Authorities (State government revenue officials) in the jurisdiction of Chief Project Manager/DFCCIL/Meerut for a period of two years. Duration of contract may be extended further by a maximum of one year on mutual consent. Vehicles will normally be required to run within UP & National Capital Region of Delhi (NCR) and occasionally to the states adjoining Uttar Pradesh as and when required.

1.1 Key details of the tender are as under-

Tender No.	MTC/DFCCIL/Vehicle hiring/open tender/ 2011-12/T-3
Name of Work	“Providing five (05) no. of spacious cars (Scorpio, Tata Sumo, Xylo, Tavera or equivalent) on hiring basis for two years for use in the jurisdiction of Chief Project Manager/DFCCIL/Meerut0
Estimated Cost of Work	Rs 57,09,000 /- (Rs Fifty seven lakh nine thousand only)
Completion Period	24 (Twenty four months)
Cost of tender document	Rs 5,000/- (Rs Five thousand only)
Availability of tender document	From 06-02-2011 to 06-03-2012 (up to 11:30 hrs)
Type of bid	Open tender, single packet
Earnest Money	Rs.1,14,180/- (Rs.One lakh fourteen thousand one hundred eighty only)
Date and time of submission of bid	up to 15:00 Hrs. of 06-03-2012
Date and time of opening of bid	06-03-2012 at 15.30 Hrs.
Validity of Offer	90 Days from the date of opening of tender
Authority and place for purchase/ submission of tender document & address for Communication	Office of Chief Project Manager; DFCCIL 702/2 Shastri Nagar, Meerut

1.2 Cost of tender form (Rs. 5,000/-; Rs five thousand only) is to be submitted in the form of pay orders, demand drafts from any nationalized bank or a Scheduled Bank in favour of DFCCIL payable at Delhi/ Meerut .

1.3 Tender documents are also available on the official web site of DFCCIL i.e. www.dfcc.in and www.dfccil.org.In case of documents downloaded from internet, cost of tender form as in Para 1.2 above shall be submitted along with offer. Offers not accompanied by cost of tender form will be summarily rejected.

2.0 SCOPE OF WORK in Brief

The contractor will be required to provide five (05) no. of spacious cars (Scorpio, Tata Sumo, Xylo, Tavera or equivalent) in perfect condition with fuel & other consumables, maintenance, well-behaved, uniformed drivers with valid driving license to DFCCIL on hiring basis. Vehicles for the use of DFCCIL officials will be based/ headquartered at Meerut while vehicles for competent Land Acquisition Authorities will be required /based/ headquartered in the district of Aligarh , Bulandsahar, G.B. Nagar, Gaziabad, Meerut, MuzaffarNagar & Saharanpur on need basis. The vehicles shall strictly comply with the provisions of pollution control , statutory regulation issued by State Transport Authorities/Central Govt. etc. from time to time. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Agency. This scope of work is illustrative and shall be read in conjunction with Special Conditions of Contract.

3.0 SUBMISSION OF BIDS

- 3.1 Tender has been invited under **'single packet'** system. All bids shall be submitted in sealed cover which should be super scribed as Tender No. "MTC/DFCCIL/Vehicle hiring/open tender/ 2011-12/T-3 for the work of Providing five (05) no. of spacious cars (Scorpio, Tata Sumo, Xylo, Tavera or equivalent) on hiring basis for two years for use in the jurisdiction of Chief Project Manager/DFCCIL/Meerut" and must be sent by registered post to the address of the **Chief Project Manager; DFCCIL; 702/2 Shastri Nagar, Meerut** so as to reach the office not later than **15-00 hrs. on 06-03-2012** or deposited in the special box allotted for the purpose in the office of **Chief Project Manager; DFCCIL; 702/2 Shastri Nagar, Meerut**. Tender box will be sealed at 15-00 hrs. on **06-03-2012** . The tender papers will not be sold after 11-30 hrs. on **06-03-2012** . The tender will be opened on the same day at 15-30 hrs. in the office of **Chief Project Manager; DFCCIL; 702/2 Shastri Nagar, Meerut** in the presence of tenderers or their authorized representatives on date, time and place of opening.
- 3.2 **In case 06-03-2012 is declared as holiday, tender will sold/ received upto 11:30 hrs / 15:00 hrs respectively on next working day and will be opened at 15:30 hrs on that day.**
- 3.3 Each page of this bid document shall be submitted duly signed and stamped. Bid document shall be accompanied by Earnest Money in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the tenderer.
- 3.4 All bids shall be submitted in accordance with the instruction contained in these documents (hereinafter called as bid documents). Non -compliance with any of the instructions set forth herein above is liable to result in the tender being rejected
- 3.5 The bids submitted/received after the time and date fixed for receipt of Bids as set out in the documents are liable to be rejected.
- 3.6 Issuance of bid documents will not automatically means that such parties are considered qualified. DFCCIL is not responsible for loss/delay of any tender in transit.
- 3.7 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case tenderer/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications,

if applicable. Railway will not take cognizance of any other conditions/variations from the tender stipulations mentioned at any other place in the tender documents.

4.0 VALIDITY OF PROPOSAL

The proposal shall be kept valid for a period of 3 (three) months from the date of opening.

5.0 QUALIFICATION REQUIREMENTS FOR BIDDERS

- (i) Tenderer should have at least 1 (one) Nos. of vehicles of model/ specifications specified in the document registered in own name(s)/ names of partners . Copy of RC Books shall be furnished with the bid as documentary evidence in support of the same. In addition, tenderer shall also submit the undertaking from the owners of 1(one) Nos. of vehicle of model/ specifications specified in the document for providing the vehicle against this tender.

Alternatively

Tenderer should have at least 2 (Two) Nos. of vehicles of model/ specifications specified in the document registered in own name(s)/ names of partners . Copies of RC Books shall be furnished with the bid as documentary evidence in support of the same.

- (ii) Tenderer should have successfully provided at least one vehicle to govt/ semi govt. departments /PSUs for two years in the last three years **or** two vehicles for one year in the last three years (i.e current year and three previous financial years).

6.0 EARNEST MONEY DEPOSIT (EMD)

- 6.1 The tender must be accompanied by a sum of **Rs 1,14,180/- (Rs one lakh fourteen thousand one hundred eighty only)** as earnest money deposited in the form of Deposit receipt, pay orders, demand drafts, Banker's cheque & Manager cheque from a nationalized bank or a Scheduled Bank. Earnest money shall be in favour of DFCCIL payable at Delhi/ Meerut .
- 6.2 The bids not accompanied by valid EMD shall be summarily rejected.
- 6.3 The Tenderer(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the Tender. It is understood that the tender documents has been sold/issued to the tenderer(s) and the tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the DFCCIL.
- 6.4 If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- 6.5 The Earnest Money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tender(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen to the Security for the due

performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest hereon.

7.0 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

7.1 The bidder shall quote rates only **in the column prescribed for the Rates in the "Schedule of Approximate quantities"**, which is a part of this document. Rates shall include all the cost of vehicle, fuel, lubricants, maintenance, driver , insurances & all tax liabilities etc **except service tax, toll tax , parking and passenger tax & state entry tax** which will be paid extra (reimbursed) after production of documents in proof of having submitted the same. All other various taxes by central govt./ state govt./ local bodies as applicable at the time of the opening of the tender shall be accounted for in the rates. The bid prices shall be in **Indian rupees** only.

7.2 Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.

7.3 Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.

7.4 All information in the bid shall be in Hindi or English only. Failure to comply with these requirement will render the bid liable for rejection.

8.0 SIGNATURE OF BIDS & DOCUMENTARY PROOF

The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. Tender(s) shall furnish **0BRIEF DETAILS OF THE BIDDER**" (Annexure-III).

9.0 PARTNERSHIP DEED

The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern, tenderer shall submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. DFCCIL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

10.0 RIGHT OF DFCCIL TO DEAL WITH TENDER

The authority for the acceptance of the tender will rest with the DFCCIL which does not bind itself to accept the lowest or any other tender nor does the DFCCIL undertake to assign reason for declining to consider or reject any particular tender or tenders.

11.0 The tenderer/s whose tender is accepted will be required to appear at the office of the **Chief Project Manager , DFCCIL, 702/2 Shasrti Nagar, Meerut** in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him

and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the **full value of the earnest money accompanying the tender shall stand forfeited.**

12.0 In the event of any tenderer/s whose tender is accepted refusing to execute the contract documents as herein before provided, DFCCIL may determine that such tenderer/s has/have abandoned the contract and there upon his/their tender and the acceptance there of shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the earnest money.

13.0 CHECK-LIST

The bidders are requested to duly fill in the checklist as per **Annexure-IV**. The checklist is only a reminder of certain important items, to facilitate the tenderer. This, however, does not relieve the bidder of its responsibility to make sure that his proposal is otherwise complete in all respects.

14.0 Tender documents are not transferable.

For CPM/Meerut

Section 2

GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL CONDITIONS OF CONTRACT will form an integral part of the Bid and contract document. In case of any deviation between General conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail.

1.1 DEFINITIONS: - Unless excluded by or repugnant to the context:

- (a) 0Applicable Law0 means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- (b) The expression 0Department0/ 0Client0/ 0Employer0/ 0Corporation0/DFCCIL as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.(DFCCIL) which expression shall also include its legal successors and permitted assigns.
- (c) 0Drawing0 shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Engineer In Charge.
- (d) 0Engineer0/ 0Engineer-in-charge0/ 0Employer0s representative0 of the work shall mean the Representative appointed by DFCCIL, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- (e) The 0Site0 shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- (f) The 0Contract0 shall mean the agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, price schedule / bill of quantities and schedule of rates.
All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- (g) The 0Contractor0 shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- (h) The 0Contract sum0 / 0Contract price0 shall mean the sum for which the tender is accepted.
- (i) The 0Contract time0 means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- (j) A 0Day0 shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (k) A 0month0 shall mean a calendar month.
- (l) A 0week0 shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- (m) 0Excepted Risks0 are risks due to riots (other wise than among contractor0s employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightning and un-precedent floods over which the contractor has no control.
- (n) 0GCC0 mean the General Conditions of Contract.
- (o) 0Government0 means the Government of India.

- (p) "Letter of Acceptance" means the formal acceptance letter from the Employer of the Tender.
- (q) "Local currency" means the currency of Government of India.
- (r) "Temporary works" shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- (s) "Urgent works" shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.
- (t) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

1.2 Interpretation

In the contract, except where the context requires otherwise:

- (a) Words indicating one gender include all genders,
- (b) Words indicating the singular also include the plural and words indicating the plural also include the singular,
- (c) "Written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record, and
- (d) The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

1.3 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Contractor's staff. The contractor will have complete charge of Personnel engaged and shall be fully responsible for the services performed by them or on their behalf hereunder.

1.4 Communication and Language of Contract

1.4.1 Communication to be in writing

Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party. Notices shall be deemed to be effective as follows:

- a. In case of personal delivery or registered mail, on delivery
- b. In case of telexes, 24 hours following confirmed transmission
- c. In case of telegrams, 24 hours following confirmed transmission, and
- d. In case of facsimiles, 24 hours following confirmed transmission.

1.4.2 Language of Contract

The Contract has been executed in English which shall be controlling language for all matters relating to meaning or interpretation of this Contract.

1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be by the officials specified in the SCC executed under this Contract by the Employer or the contractor may be taken or executed by the officials authorized for the same.

1.6 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein.

1.7 Modifications

The terms and conditions of this Contract including the Scope of work can be modified only by written agreement between the Parties.

2. Care in Submission of Tenders:-

Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions of the General/ Special Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

3. Rights of the DFCCIL to deal with tender: -

The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderers(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.

4. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates /create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.

5. Omissions & Discrepancies: -

Should a tender find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially effect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

6. Earnest Money:-

6.1 The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be as under:

	Value of the work	EMD
A	For works estimated to cost up to Rs.1 crore	2% of the estimated cost of the work
B	For works estimated to cost morethan Rs. 1 crore	Rs. 2 lakhs plus 1/2% (half percent) of theexcess of the estimated cost of work beyond Rs.1 crore subject to a maximum of Rs 1 crore

6.2 The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all modes of tendering.

6.3 The Earnest Money should be in the form of deposit receipts, pay orders or demand drafts Banker's cheque & Manager cheque executed by any of the Nationalized Banks or by a Scheduled Bank. Earnest money shall be in in favour of DFCCIL payable at Delhi/Meerut.

- 6.4 It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
- 6.5 If his tender is accepted this earnest money mentioned above will be retained as part security for the due and faithful fulfillment of the contract . The Earnest Money of other Tenderers shall, save as hereinbefore provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

7.0 Performance Guarantee (P.G)

- 7.1 On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of **DFCCIL, New Delhi/Meerut**. The Performance Guarantee shall be submitted 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 upto 60 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 percent per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA.
- 7.2 This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 7.3 The Performance Guarantee (PG) shall be released after the physical completion of the work based on the -Completion Certificateø issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on -No Claim Certificateö.
- 7.4 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. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 7.5 The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the 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 the notice to this effect by Engineer.
 - (iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

8. SECURITY DEPOSIT

- (1) The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, will be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- (2) Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery /mode of recovery shall be as under:
 - (a) Security Deposit for each work should be 5% of the contract value,
 - (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered,
 - (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.
- (3) The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period i.e after 120 days of the satisfactory completion of the work.
- (4) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract., but Government Securities deposited will be payable with interest accrued thereon.

9. SUPERVISION AND SUPERINTENDENCE

9.1 CONTRACTOR'S SUPERVISION

The Contractor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of the work. The Contractor shall co-ordinate all parts of the work and shall be responsible to see that the finished work complies fully with the contract documents, & such instructions / various orders as the Engineer may issue during the progress of the works.

9.2 CONTRACTOR'S AGENTS/EMPLOYEES

No other person except Contractor's authorized representative shall be allowed into DFCCIL premises and they shall not do any private work other than their normal duties. Contractors shall be directly responsible for any/all disputes arising between him and his personnel and keep DFCCIL indemnified against all losses, damages and claims thereof. The personnel engaged by the contractor shall be on the duty of the contractor/agency and under no circumstances shall be deemed to be on the duty of DFCCIL. Such staff shall not be entitled to claim any right, privilege or benefit from DFCCIL and in the event of any such claim, the contractor/agency undertakes to indemnify DFCCIL for any loss or damage, financial or otherwise. The personnel engaged by the contractor shall be subject to security check by DFCCIL security staff while entering/leaving the premises. Such personnel shall have to abide by the instructions of the security staff and other officers of DFCCIL authorized in this behalf. Failure to faithfully follow instructions would be deemed infringement of tender conditions. Contractor shall in no case lease/transfer/sublet for services without approval of DFCCIL, which DFCCIL in its discretion may or may not grant.

9.3 WORKMEN

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for

non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice is liable to prosecuted as per Indian Laws.

10. LAWS AND REGULATIONS:

- a. **Governing Law:** This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.
- b. **Resolving the disputes:** In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Managing Director, **DFCCIL**, shall be the final and binding.

11. USE OF EXPLOSIVES

Blasting is not permitted on this work unless under exceptionally unavoidable conditions but subject to Government's Policy on the subject matter and approval of engineer in charge.

12. PROTECTION

The works included in this contract are to be carried out close to the running tracks and public utilities, therefore, safety of running trains and the public is paramount. Therefore, all activities undertaken by the Contractor / his representatives shall ensure safety at all times. The contractor shall comply with the instructions issued by the DFCCIL / Engineer / Employer from time to time to ensure safe running of trains while carrying out works. The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.

13. SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

The contractor shall be solely responsible notwithstanding any stipulations by owner or Engineer for initiating, maintaining and supervising all safety precautions and programmes, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours.

14. INCOME TAX

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source unless the contractor is exempted by Income Tax Authorities.

15. SERVICE TAX

Service Tax as applicable in this contract shall be reimbursed by DFCCIL as per prevailing law after the contractor submits the documentary proof of having deposited the same.

16. PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax, octroi and other Govt taxes. However, The **service tax** will be paid extra if payable under law on submission of the documentary evidence. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

17. STATUTORY INCREASE IN DUTIES, TAXES ETC

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of opening of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tendered rates shall be inclusive of all taxes levies, octroi etc. In case of increase/decrease of statutory duty

DFCCIL shall reimburse/recover such differences. Necessary documents for such changes are to be submitted by bidder.

18. DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES

18.1 The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Firm/Contractor.

18.2 As soon as it becomes apparent to the Firm/Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Engineer and advise him of the reasons for the delay, as also the extra time required to complete the work and / or portions of work, together with justification thereof. In all such cases, whether the delay is attributable to the Firm/Contractor or not, the Firm/Contractor shall be bound to apply for extension well within the period of completion / extended period of completion of the whole works and / or portions thereof.

18.3 Extension due to modifications

If any modifications are ordered by the Engineer or site conditions actually encountered are such, that in the opinion of the Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Engineer to be reasonable.

18.4 Delays not due to Employer

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

- a. Any force majeure event or
- b. Any relevant order of court or
- c. Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control.

The Engineer may grant such extensions of the completion period as in his opinion reasonable.

18.5 Delays due to Employer / Engineer

In the event of any failure or delay by the Employer / Engineer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Firm/Contractor to damages or compensation thereof but in any such case, the Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

18.6 Delays due to Firm/Contractor and Liquidated Damages

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Firm/Contractor's failure or fault, and the Engineer feels that the remaining works or the portion of works can be completed by the Firm/Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Firm/Contractor extension or further extension of time, for completion, as he may decide, subject to the following: -

- a. Without prejudice to any other right or remedy available to the Engineer, recover by way of liquidated damages and not as penalty, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part thereof the Firm/Contractor is in default.
- b. The recovery on account of compensation for delay shall be limited to 5% of his contract value of the works, or the portion of the works, as the case may be.

The recovery of such damages shall not relieve the Firm/Contractor from his obligation to complete the work or from any other obligation and liability under the contract.

18.7 Time to continue to be treated as the essence of contract in spite of extension of time. It is an agreed term of the contract that notwithstanding grant of extension of time under any of

the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Firm/Contractor.

19.0 Suspension

The client may, by written notice of suspension to the Contractor, suspend all or part of services and payments to Contractor hereunder if the Contractor fail to perform any of the obligations under the Contract, including carrying out of the Services, provided that such notice of suspension shall a) specify the nature of failure and b) request the contractor to remedy such failure within a period not exceeding thirty (30) days.

19.1 Engineer's decision on compensation payable being final

The decision of the Engineer as to the compensation, if any, payable by the Firm/Contractor under this clause shall be final and binding.

20. DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT

20.1 Conditions leading to determination of contract

i. If the Firm/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. 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
- k. Suppresses or gives wrong information while submitting the tender.

In any such case the Engineer on behalf of the Employer may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/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 carry out the whole or part of the work from which the Firm/Contractor has been removed by engaging another Firm/Contractor or deployment of own staff at site.**

21. 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 case of determination of contract on Employer / Engineer's account as described above, the claims of the Firm/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 Firm/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.

22 FOSSILS ETC

All fossils, coins, articles of value of antiquity and structures or other remains or things of geological or archaeological interest discovered on the site shall be deemed to be the property of the owner and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out at the expenses of the Engineer's order as to the disposal of the same.

23 LABOUR RULES

The contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences. The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central Government applicable for Project Sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare PF & EI.

24. FORCE MAJEURE

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut downs imposed by Government, acts of Legislative or other Authorities, stoppage in supply of raw materials, fuel or electricity, breakdown of machinery, act of God, epidemics, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of Contractor and which shall directly or indirectly prevent completion of the work within the time specified in the agreement, will be considered Force Majeure. Contractor shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any financial repercussions.

25. SETTLEMENT OF DISPUTES

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:

26.1 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.

26.2 Conciliation/Arbitration

It is a term of this contracts that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties for such disputes through mutual settlement.

26.3 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either party for settlement through Arbitration in accordance with the Rules stipulated as under.

26.3.1 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 claim 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.

26.3.2 Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of at least three names will be sent to the Contractor. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Contractor.

26.3.3 Nomination of Arbitrators/Sole Arbitrator

Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs 5 million and to a panel of three Arbitrators if total value of claims is more than Rs 5 million. The Employer shall provide a panel of three arbitrators which may also include DFCC officers for claims up to Rs 5 million and a panel of five Arbitrators which may also include DFCC officers for claims of more than Rs 5 million. The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator (the Presiding Arbitrator) from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision.

26.3.4 No decision given by the Client in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The language of proceedings that of documents and communication shall be English.

26.3.5 This is a condition of contract agreement / Arbitration that Arbitrators so nominated shall be professional Engineers/s. In case of 3 Arbitrators, one of the arbitrators shall be an accounts officer.

26.3.6 This is also a condition of contract that in case above procedure for nomination of arbitrator/s cannot be adopted due to whatsoever reason may be, then it will be deemed that no arbitration clause exist in contract agreement and normal law of land shall prevail to settle the disputes.

26.3.7 In case, the Contractor opts for settlement of disputes through Conciliation, at first Contractor may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

26.3.8 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.

26.3.9 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.

26.4 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 provisions of arbitration & conciliation provided in the agreement.

26.5 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 nor shall payments to the Contractor continue to be made in terms of the contract.

26.6 Award to be binding on all parties

The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

26.7 Substitute Arbitrators:

If for any reason an Arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

26.8 Interest on Awarded Amount

Where the arbitral award is for payment of money, no interest shall be payable on the whole or any part of the money for any period till the date on which the award is made.

26.9 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.

27. Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be New Delhi only.

CPM/Meerut

SECTION 3
SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK

- 1.1 The contractor shall provide five (5) no. of spacious cars (Scorpio, Tata Sumo, Xylo, Tavera or equivalent) in perfect condition with fuel & other consumables, maintenance, well-behaved, uniformed drivers with valid driving license to DFCCIL on hiring basis. Vehicles for the use of DFCCIL officials will be based/ headquartered at Meerut while vehicles for competent Land Acquisition Authorities will be required /based/ headquartered in the district of Aligarh , Bulandsahar, G.B. Nagar, Gaziabad, Meerut, MuzaffarNagar & Saharanpur as per the need basis.
- 1.2 Duration of the contract is for two years. However, same may be extended further by one year on same rates, terms & conditions if so decided by DFCCIL.
- 1.3 Total 5 (five) no. of spacious cars (Scorpio, Tata Sumo, Xylo, Tavera or equivalent) have been provided in the 0Schedule of approximate quantities0. This numbers have been given for general guidance & may vary as per actual requirement.
- 1.4 Vehicles will normally be hired on monthly basis. In emergent situations, contractor may be asked to provide the vehicles on daily basis.
- 1.5 The vehicles shall be available to the DFCCIL/nominated official with driver, fuel, Engine oil etc., round the clock, as and when required on all days of week irrespective of holidays. Normally, vehicle will be required for 12 (twelve) working hours a day. However, due to urgency and requirement of work , it may be extended beyond 12 hours. Thus, for 26 working days per month, there will be normally total 312 working hours per month. In case, vehicle is used for more than 312 hours in a month, overtime at the accepted rate for additional hour or part thereof is payable. In case vehicle is required in the night hours, driver shall report with the vehicle with in 2 hours of having received the intimation.
- 1.6 The normal area of duty of the vehicle will cover the UP, entire NCR region but at times, depending upon the requirement, vehicle may have to go to the neighboring States (Haryana, Punjab, Uttar Pradesh, Uttrakhand, Himachal Pradesh and Rajasthan) as well.
- 1.7 All kinds of repairs/maintenance costs, charges of fuels, oil, lubricant, mobile phone charges, fee towards licenses/registration taxes, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration.
- 1.8 DFCCIL will not provide any accommodation to driver. Driver himself shall arrange Boarding/Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.
- 1.9 Vehicle shall be used on any type of road i.e. Kachha / Pucca including along the railway track as per direction of official using the vehicle.

2.0 VEHICLES

- 2.1 Vehicles provided shall be registered **not earlier than 01-01-2010** and shall use diesel only as fuel with proper entries in RC. If any vehicle provided to DFCCIL is found to be using any other fuel except the one declared, the Contract shall be terminated forthwith

besides invoking Contract Performance Guarantee and further action under the terms and conditions of the contract.

- 2.2 The vehicles shall strictly comply with the provisions of pollution control , statutory regulation issued by State Transport Authorities/ Central Govt./other authorities etc. from time to time. Contractor shall ensure that the vehicles must have all relevant documents like Registration Certificate/Driving license/Insurance Cover/Road Tax Receipt /Permit, Pollution certificate etc. Driver shall be able to produce the documents as and when re-questioned from him. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Agency.
- 2.3 No change of vehicle(s) or driver(s) will be allowed normally without the prior permission of DFCCIL. All the Vehicle(s) shall always carry first aid box and mandatory spares vis. Tool box/Kit, Fuses, Spark plugs, fan belts, spare tyre etc. The Contractor/service provider shall be responsible for complying with legal and labour provisions prescribed by Government of India which shall include Income Tax, Accidents, ESI, PF, Contract Labour and Abolition Act etc.
- 2.4 If the vehicle does not report at the requisitioned time or is not found in good condition, the vehicle may be rejected and sent back. Besides, receiving no payment for such rejected vehicles(s), the contractor/agency will become liable for action under terms and conditions of the contract.
- 2.5 In case of breakdown of the vehicle the contractor shall provide the replacement (of same category) within a reasonable time failing which the touring executive(s) will be entitled to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.
- 2.6 Vehicle shall be available for all the days of a month including holidays. Maintenance rest will be provided normally on Sundays. In case of exigencies, the vehicle can be called on Sundays also. In such case, either a compensatory maintenance rest will be provided or an extra amount of **Rs. 150/- (Rs one hundred fifty only)** shall be paid . Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extent labour laws for which no extra payment will be made.

3.0 Drivers

- 3.1 Drivers deployed by the contractor shall be skilled , well behaved, holding valid driving license and capable of undertaking minor repairs of vehicles. Drivers shall have the adequate knowledge of routes in the district of Gaziabad, Meerut, MuzaffarNagar, SaharanPur, BulandSahar, Gautam Budh Nagar, Aligarh and Delhi. All the paper for vehicle like registration papers, insurance papers, certificate towards payment of road tax etc. shall be readily available with driver.
- 3.2 Drivers of the vehicles are required to be invariably provided with mobile phones in perfect working condition. No separate payment shall be made by DFCCIL for the mobile phones.
- 3.3 The contractor/service provider shall ensure himself about the antecedents of the driver deployed for duty. The Drivers shall abide by the rules laid down by Transport Authority/ Motor Licensing Authority or any Authority relevant to the subject and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of the passengers. Any challan/penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it will be met by the Contractor/service provider.

- 3.4 The drivers must also observe all the etiquette, protocol and extend usual courtesy (like carrying office bags/files to the concerned chambers, etc.) while performing the duty. They must be neatly dressed and must carry a photo identify card provided by the Contractor/service provider .
- 3.5 Driver shall also maintain a logbook and ensure that it is signed by the official using the vehicle.

4.0 PAYMENT AND REIMBURSALS

- 4.1 Hiring charges are on monthly basis for 312 working hours and inclusive of 3000 Km run as mentioned in the schedule of approximate quantities. For use beyond inclusive kms and/ or beyond 312 working hours in a month, extra payment as per accepted rates will be made.
- 4.2 Rates are inclusive of all running maintenance & repair expenses, fuel ,lubricants and any other consumables required from time to time, all taxes, duties, incidental charges, penalties etc. as imposed by Central/State/Local Government bodies for running of vehicles, salary and other benefits admissible to driver. Nothing extra over and above the accepted rates shall be payable. However, **Service tax, toll tax, parking charges and passenger tax , state entry tax or other taxes specially payable for commercial vehicles, will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.**
- 4.3 In case the vehicles are engaged on daily basis, payment will be made on prorata basis i.e. accepted rates divided by number of working days (Total days ó Sundays) in a month.
- 4.4 For kilometers in excess of kilometers inclusive in item no.1 i.e. for payment under item no.2 payable kilometers will be worked out after averaging the actual kilometer run over a period of 3 months. Total kilometre run in three months in excess of inclusive kilometers for three months will only be considered for payment.
- 4.5 TDS as applicable shall be deducted from the bills of the agency.
- 4.6 Distance travelled by vehicle from garage to point of duty & back will not be counted towards the payment. Similarly, No mileage will be claimed for driversø lunch / breakfast or drawl of petrol / diesel etc.

4.7 PRICE VARIATION / REVISION

- (i) Revision of the fare due to increase/decrease in the Diesel prices shall be considered by DFCCIL if the increase/decrease announced by Govt. is 10% or more. In the event of increase/decrease in the price of fuel, the rates quoted will be proportionately increased/decreased by 1/4th of the percentage increase/decrease in the price of fuel. The variation (increase/decrease) of fuel price will initially be compared with the price of fuel on the date of commencement of contract. Subsequently, updated/modified rates will be considered for comparison. Contractor has to certify on monthly bill that there has been no decrease of 10% or more in the fuel prices during the period of the bill vis-a-vis prices of fuel at the time of last revision of rates.
- (ii) The per km rate(item no.2) would be subject to price variation condition mentioned above and per hour rate (item no. 3) indicated in price schedule would apply for the first 12 months from the date of commencement of work. Thereafter, it would be increased by 5% every 12 months, over the previous 12 months rate.
- (iii) In case of item no.1 , which includes the run upto 3000km, difference of revised rates as per (i) above & accepted rates for item no.2 will be paid for the actual kilometers run.

4.8 In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle, payment of Rs.150/- will be paid per night per outstation duty inclusive of night charges. However, the extra hours payment under item 3 of schedule will be made only up to the time when the vehicle is in use before the driver is permitted to take rest. In case of dispute in calculation, DFCCIL's decision shall be final. Each outstation duty will be given weightage of maximum 12 hrs. per day.

4.7 The agency shall submit bills, in duplicate, to the CPM/DFCCIL/Meerut office along with the log book for the period. Efforts shall be made for payment to be released to the agency through ECS/EFT within 15 days on receipt of bill complete in all respects. Bills having cutting and over-writing shall not be entertained unless authenticated by the user. No advance payment shall be made under any circumstances.

4.8 The agency shall give consent in a mandate form for receipt of payment through ECS/EFT/RTGS. Charges if any will be on account of the contractor. The agency shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. and Bank and Branch Code as appearing on MICR cheque issued by the Bank. In case where ECS/EFT facility is not available, payment shall be released through Cheque.

4.9 QUANTITY VARIATION:-

- (i) Accepted rates are applicable upto 125% of the agreemental value. Variation will come into the picture when overall agreement value exceeds by more than 25% of the contracted cost.
- (ii) For variation in Agreement value upto 25%, the contractor will be paid at the agreement rates. For any increase beyond 25% but upto 40% rates will have a reduction of 2% in the incremental value of the agreement beyond 25%. For Variation beyond +40% but upto +50% rates will have a reduction of 5% in the incremental value of the agreement beyond +40%.

5.0 NON-PERFORMANCE OF THE CONTRACT CONDITIONS-PENALTY

5.1 In case of non-availability of the regularly arranged vehicles, contractor may provide vehicles owned by others which conform to DFCCIL specifications. Upgraded models or higher category cars which meet minimum specification for all parameters may also be provided at the same rates, terms and conditions with prior permission of DFCCIL which DFCCIL in its absolute discretion may or may not grant.

5.2 In case of non-reporting/refusal to provide the requisite vehicle against defective vehicle within 2 hrs, the same shall be hired from any other source (s) at the risk and cost of the agency without any notice in writing. In addition to this, in case of any discrepancy in service viz. non-reporting, late reporting, non provision of requisite vehicle, driver not fully conversant with routes, driver not behaving properly, AC not working, vehicle not as per specifications etc., DFCCIL shall be at liberty to impose a penalty of minimum Rs. 1,000/- per incident or as decided by the officer-in-charge. In case of recurrent non-reporting/refusal, DFCCIL shall also be at liberty to take such action against the Contractor as it may deem fit, which besides invoking either whole or part of the Contract Performance Guarantee, may even be termination of the contract

5.3 The vehicles will be kept in neat & clean and perfect condition. Vehicle will be regularly inspected by nominated officers, in case of non-compliance of any of the conditions, a penalty of minimum Rs. 1,000/- per occasion shall be levied and deducted from the bill on hand.

6.0 METER TEMPERING

- 6.1 Speedometer and kilometer recorder shall be maintained to high standard/accuracy. Any defect noticed shall be rectified immediately. DFCCIL reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering/manipulation of meter reading and misbehavior of driver shall be viewed seriously. A penalty equal to one month hiring charges for the particular vehicle shall be imposed for meter tempering on each occasion. In case of repeat of tempering, DFCCIL may even decide to terminate the contract and forfeiture of security deposit.
- 6.2 In the event of any error/fault in the meter being noticed, DFCCIL reserves the right to adjust the bill for the journey undertaken (including those undertaken earlier) besides any other penal action. kilometers verified by official using the vehicle shall be final and binding.

7.0 VEHICLE INSURANCE / STATUTORY REQUIREMENTS

- 7.1 The vehicles provided to DFCCIL must be fully and comprehensively insured covering the risk to the driver and all passengers also. The insurance shall protect the contractor and DFCCIL against all risk, claims for loss, injuries, disability, disease and death of members of public including DFCCIL men, and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such vehicles.
- 7.2 Contractor is required to comply to all statutory obligations viz. Industrial Dispute Act, Workmen's Compensation Act, etc. shall be the obligation of the contractor and the contractor shall indemnify and shall always keep DFCCIL indemnified against any liability falling on DFCCIL due to non-compliance of statutory obligations by the contractor or any of its agents/servants/drivers or for any reason whatsoever. The agency will be responsible for the conduct of their staff.
- 7.3 DFCCIL in no case is responsible for any legal matter arising matter of any State/Central Government laws in matter of employment of driver by owner of the vehicle or in respect of any other matter.
- 7.4 The contractor shall be completely responsible for safe running of vehicle. DFCCIL will not be responsible for any loss, damages, repairs, maintenance or accident to the vehicle or Driver. DFCCIL shall be absolved from all claims/compensation etc. in case vehicle is involved in any type of accident.
- 7.5 The contractor shall at all times indemnify the DFCCIL against all claims which may arise due accident or otherwise or due to the breach of the terms and conditions mentioned herein and/owing to any sort of act of commission on the part of the contract during the currency of this contract.
- 7.6 Contractor agrees to indemnify DFCCIL against all claims for compensation by or on behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the workmen's compensation Act 0 VIII of 1923 and the Railway Administration will be entitled to deduct from any sum of money due or payable to the contractor the amount of compensation thus payable, under the terms of section 12 of the said Act. Together with all or any cost incurred by the Railway Administration in such connection and the contract further agrees that the decision of the Engineer-in-charge with respect to the amount of such indemnity shall be accepted by him finally.

For CPM/Meerut

SECTION-4
Schedule of Approximate Quantities

Tender No. 0MTC/DFCCIL/Vehicle hiring/open tender/ 2011-12/T-30

Name of Work: "Providing five (05) no. of spacious cars (Scorpio, Tata Sumo, Xylo, Tavera or equivalent) on hiring basis for two years for use in the jurisdiction of Chief Project Manager/DFCCIL/Meerut0

Item No.	Description of item	Quantity	Unit	Rate (to be quoted by tenderer in figures & words both)	Amount (Rs.)
1	2	3	4	5	6
1	Hiring charges for diesel driven spacious Cars (i.e. Scorpio, Innova, Xylo, Tavera or equivalent model in prices) inclusive of 3,000 Km per month for 312 hrs per month (i.e. 12 hrs per day) inclusive of fuel, consumable, driver, repairs, maintenance, taxes etc. as per special conditions of contract.	120	Per month per vehicle		
2	Additional charges for usage over km included in item no.1	1,20,000	Per Km		
3	Additional charges for usage over 312 per month subject to 12 hrs per day.(Per Hrs)	6,000	Per hour		
TOTAL					

Note:

- The above rates are inclusive of all taxes. **However, service tax, toll tax, parking charges and passenger tax , state entry tax or other taxes specially payable for commercial vehicles, will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.**
- Rates will be subject to price variation as per special conditions of the contract.
- The tenderer is required to quote the rates (in both words and figures) for each item in the column of rates prescribed above. In case of discrepancy, rate quoted in words shall prevail.

Declaration by the tenderer

- I/We am/are signing this document after carefully reading the contents.
- I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

Signature of tenderer/s

Address:

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To DFCC Name & Address of Project.

[Acting through _____ (Project Incharge) & Address of the Project]

WHEREAS _____ [name and address of Consultant]

(hereinafter called %the Contractor+) has undertaken, in pursuance of letter of acceptance

No. _____ dated _____ to execute

_____ [name of contract and brief description of works} (hereinafter called %the contract+).

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we (name / address of the bank) have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE we(name / address of the bank) hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of

_____ [amount of Guarantee], _____

[amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We(name / address of the bank) hereby waive the necessity of your demanding the said debt from the (Contractor) before presenting us with the demand. We(name / address of the bank) further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the (Contractor) shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto _____ (a date 60 days from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____ Address:

Date: _____

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)
AGREEMENT

THIS AGREEMENT made on _____ day of _____
(Month/year) between DFCCIL, acting through Chief Project Manager, DFCCIL, 702/2 Shastri
Nagar, Meerut (herein after called the 0employer /Engineer0) of the one part and (Name /
address of the contractor) (herein after 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 0the
works0, and has accepted a Bid by the Consultant for the execution and completion of such
works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. 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. 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) Conditions of the Contract
 - e) Bill of Quantities
3. In consideration of the payments to be made by the Employer to the Consultant as
hereinafter mentioned, the Consultant 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. The Employer hereby covenant to pay the Consultant 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 _____ (Name, Designation and address of the authorised
signatory) authorised signatory)

Signed for and on behalf of the _____ Signed for and on behalf of the Employer
Consultant in the presence of: in the presence of:

Witness: Witness:

- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |

Name and address of the witnesses to be indicated.

ANNEXURE-IV**CHECKLIST**

NAME OF WORK: Tender No. 0MTC/DFCCIL/Vehicle hiring/open tender/ 2011-12/T-30 for the work of 0“Providing five (05) no. of spacious cars (Scorpio, Tata Sumo, Xylo, Tavera or equivalent) on hiring basis for two years for use in the jurisdiction of Chief Project Manager/DFCCIL/Meerut0

Name of tenderer: í .

SN	Items Description	Reference	Enclosed
1	Earnest Money Deposit	Clause 6.0 Section-1	Yes/No
2	Qualification requirements for bidders	Clause 5.0 Section-1	Yes/No
3	Copy of RC Books of Vehicles owned by tenderer or for which undertaking has been given	Clause 5.0 Section-1	Yes/No
4	Registration Certificate of Service Tax	Clause 4.0 Section-2	Yes/No
5	Copy of Partnership deed or Article of Association or ownership certificate	Clause 9.0 Section-1	Yes/No
6	Brief details of the bidder	Annexure III	Yes/No
7	Forwarding letter by tenderer	Page 3	Yes/No
8	Authorization letter in favour of person signing the bid documents	Clause 8.0 Section-1	Yes/No
9	Check-list	Annexure IV	Yes/No

Signature of tenderer/s