

Tender No. "DFCC/ADI/Vehicle hiring/2012-13/1"



DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.
(A Public Sector Undertaking of Ministry of Railways)
First Floor Old DRM Office, Kalupur, Ahmedabad-380 002

TENDER DOCUMENT

Tender No.: Tender No. "DFCC/ADI/Vehicle hiring/2012-13/1"

NAME OF WORK: "Hiring of field vehicle for use in the Chief Project Manager/ DFCCIL/ Ahmedabad unit."

Approximate cost of work	:	Rs. 10.26 Lakhs
Earnest money	:	Rs. 20,520/- Only
Completion period	:	24(Twenty Four) months
Tender closing date	:	24-05-2012 at 15:00 hours
Tender opening date	:	24-05-2012 at 15:30 hours

NOT TRANSFERABLE

Issued by : Chief Project Manager;
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED;
First Floor Old DRM Office, Kalupur, Ahmedabad-380 002

Issued to : M/s

.....

.....

For CPM/Ahmedabad

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For CPM/Ahmedabad



DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.
(A Public Sector Undertaking of Ministry of Railways)
First Floor Old DRM Office, Kalupur, Ahmedabad-380 002

Forwarding letter by Tenderer

To,
Chief Project Manager
DFCCIL, Ahmedabad

Tender No.: "DFCC/ADI/Vehicle hiring/2012-13/1"

NAME OF WORK: "Hiring of field vehicle for use in the Chief Project Manager/ DFCCIL/ Ahmedabad unit."

1. I/We 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. 20,520/- (Rupees twenty thousand five hundred twenty 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.

.....
Signature of Witness.

.....
Signature of Tenderer(s)

Date

Tenderer/s address :

NOTICE FOR INVITING OPEN BIDS

CHIEF PROJECT MANAGER, AHMEDABAD on behalf of Dedicated Freight Corridor Corporation of India Limited invites sealed open tender for the work mentioned below :- Name of Work: Hiring of field vehicle for use in the Chief Project Manager/ DFCCIL/ Ahmedabad unit. Tender Notice No. DFCC/ADI/Vehicle hiring/2012-13/1, Estimated Cost : 10.26 lacs. Earnest Money : Rs. 20,520/- (Rs. twenty thousand five hundred twenty only). Time for Completion : Two Year. Last date and Time of receipt of Application - upto 14:00 Hrs of 24.05.2012. Last date and Time of Issue of Tenders - up to 14.30 Hrs of 24.05.2012, Last date and Time of receipt of tenders - upto 15:00 Hrs of 24.05.2012, Date and time of Opening of Tender - at 15:30 hrs of 24.05.2012.

The cost of Tender Documents is Rs. 2000/- (Non Refundable). It should be in the form of demand draft in favour of DFCCIL, Payable at Ahmedabad. The tender Document can be obtained from Chief Project Manager, DFCCIL, Ahmedabad office on any working day between 10.00 hrs to 17.00 hrs. The tender document can also be downloaded from company's website www.dfcc.in and www.dfccil.org. Such tender document can be accompanied by paying the tender fee of Rs. 2000/- through a separate Demand Draft drawn on any nationalized / scheduled bank favouring 'DFCCIL payable at Ahmedabad'.

**CHIEF PROJECT MANAGER/AHMEDABAD
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.,
First Floor Old DRM Office, Kalupur, Ahmedabad-380 002.**

SECTION-1
INSTRUCTION TO TENDERER(S)

Tender No.: "DFCC/ADI/Vehicle hiring/2012-13/1"

NAME OF WORK: "Hiring of field vehicle for use in the Chief Project Manager/ DFCCIL/ Ahmedabad unit."

1.0 GENERAL INSTRUCTION

DFCCIL invites open tender for the work of Providing one (01) no. of field vehicle (Innova/ XUV 500 or equivalent) on hiring basis for two years for use in the Chief Project Manager /DFCCIL/ Ahmedabad unit. Duration of contract may be extended further by a maximum of one year on mutual consent. Vehicles will normally be required to run within Gujarat State.

1.1 Key details of the tender are as under-

Tender No.	DFCC/ADI/Vehicle hiring/2012-13/1"
Name of Work	"Hiring of field vehicle for use in the Chief Project Manager/ DFCCIL/ Ahmedabad unit."
Estimated Cost of Work	Rs 10,26,000 /- (Rs Ten lakhs twenty six thousand only)
Completion Period	24 (Twenty four months)
Cost of tender document	Rs 2,000/- (Rs Two thousand only)
Availability of tender document	Up to 24-05-2012 (up to 11:00 hrs)
Type of bid	Open tender, single packet
Earnest Money	Rs 20,520/- (Rs twenty thousand five hundred twenty only)
Date and time of submission of bid	up to 15:00 Hrs. of 24-05-2012
Date and time of opening of bid	24-05-2012 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 First Floor Old DRM Office, Kalupur, Ahmedabad-380 002.

1.2 Cost of tender form (Rs. 2,000/-; Rs two 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 Ahmedabad .

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 two (01) no. of field vehicles (Innova/ XUV 500 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 Ahmedabad. 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 Contractor/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. **"DFCC/ADI/Vehicle hiring/2012-13/1"** for the work of **"Hiring of field vehicle for use in the Chief Project Manager/ DFCCIL/ Ahmedabad unit."** and must be sent by registered post to the address of the **Chief Project Manager; DFCCIL; First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**, so as to reach the office not later than **15-00 hrs. on 24-05-2012** or deposited in the special box allotted for the purpose in the office of **Chief Project Manager; DFCCIL; First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**. Tender box will be sealed at 15-00 hrs. on **24-05-2012**. The tender papers will not be sold after 11-30 hrs. on **24-05-2012**. The tender will be opened on the same day at 15-30 hrs. in the office of **Chief Project Manager; DFCCIL; First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**, in the presence of tenderers or their authorized representatives on date, time and place of opening.
- 3.2 **In case 24-05-2012 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 mean 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/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

Tender No. "DFCC/ADI/Vehicle hiring/2012-13/1"
applicable. DFCCIL 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

Tenderer should either have the vehicle registered in own name(s)/ name(s) of partner(s)., or should submit undertaking from the owner for providing the vehicle against this tender through the tenderer. Tenderer shall also submit the copy of the RC book.

6.0 EARNEST MONEY DEPOSIT (EMD)

6.1 The tender must be accompanied by a sum of **Rs 20,520/- (Rs twenty thousand five hundred twenty 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 Ahmedabad.

6.2 The bids not accompanied by valid EMD shall be summarily rejected.

6.3 Earnest money shall be forfeited in case of revocation of Bid or increase in rates or change (s) in any terms & conditions after opening of the tender and before the expiry of validity of the bid.

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 EMD of all unsuccessful Bidders except that of the successful bidder(s) will be discharged/ returned after the award of the contract. The EMD of successful bidders will be adjusted against the security deposit amount. No interest will be paid by DFCCIL on the above EMD amount.

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 "**BRIEF 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 The tenderer/s whose tender is accepted will be required to appear at the office of the **Chief Project Manager , DFCCIL, First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**, 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.**

11.0 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.

12.0 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.

13.0 Tender documents are not transferable.

For CPM/Ahmedabad

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) "Applicable Law" 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 "Department"/ "Client"/ "DFCCIL"/ "Corporation"/Employer 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) "Officer"/ "Officer-in-charge"/ "DFCCIL's representative" of the work shall mean the DFCCIL Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- d) The "Contract" 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.
- e) The "Contractor" 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.
- f) The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- g) The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- h) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- i) A "month" shall mean a calendar month.
- j) A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- k) "Excepted Risks" are risks due to riots (other wise than among contractor's 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.
- l) "GCC" mean the General Conditions of Contract.
- m) "Government" means the Government of India.

- n) "Letter of Acceptance" means the formal acceptance letter from the DFCCIL of the Tender.
- o) "Local currency" means the currency of Government of India.

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 Communication and Language of Contract

1.3.1 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.

1.3.2 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.

1.4 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.

1.5 Modifications

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

2.0 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.

3.0 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.

- 4.0** 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.

5.0 Omissions & Discrepancies: -

Should a tenderer 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.

6.0 Performance Guarantee (P.G)

- 6.1** 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, Ahmedabad**. 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.
- 6.2** 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.
- 6.3** 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. 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 Certificate'.
- 6.4** 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.
- 6.5** 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.

7.0 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.

8.0 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.

9.0 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.

10.0 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.

11.0 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.

12.0 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.

13.0 DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT

13.1 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 DFCCIL official or contravenes any provisions of the contract, or
- h. fails to take steps to employ competent and / or additional staff and labour, or
- i. 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 DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL, or
- j. Suppresses or gives wrong information while submitting the tender.

In any such case the DFCCIL 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 DFCCIL, the DFCCIL 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).

14.0 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT

The DFCCIL shall be entitled to determinate the contract, at any time, should, in the DFCCIL 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 DFCCIL of such termination and reasons therefore, shall be conclusive evidence thereof. In case of determination of contract on DFCCIL 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 DFCCIL. The decision of the DFCCIL 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.

15.0 LABOUR RULES

The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central Government as applicable. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare PF & EI.

16.0 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 provision of service as specified in the agreement, will be considered Force Majeure. For such period no penalty shall be imposed.

17.0 SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise between the DFCCIL 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:

17.1 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Contractor to the DFCCIL 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.

17.2 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.

17.3 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.

- 17.3.1** If the Contractor is not satisfied with the settlement by the DFCCIL on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of the DFCCIL 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 DFCCIL shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

17.3.2 Managing Director of the DFCCIL 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 DFCCIL 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 DFCCIL 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 DFCCIL will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Contractor.

17.3.3 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 DFCCIL 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 DFCCIL 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 DFCCIL 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.

17.3.4 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.

17.3.5 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.

17.3.6 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.

17.3.7 In case, the Contractor opts for settlement of disputes through Conciliation, at first Contractor may refer to the Managing Director of the DFCCIL for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the DFCCIL 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.

17.3.8 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.

17.3.9 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the DFCCIL and shall be shared equally between the DFCCIL and the Contractor.

17.4 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.

17.5 Suspension of work

The Obligations of the DFCCIL, 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.

17.6 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.

17.7 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.

17.8 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.

18.0 Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be Ahmedabad only.

CPM/Ahmedabad

SECTION 3

SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK

- 1.1 The contractor will be required to provide stipulated quantities of specified field vehicles for stipulated time duration in perfect condition with drivers to DFCCIL on hiring basis. Vehicles for the use of DFCCIL officials will be based / headquartered at Ahmedabad.
- 1.2 Duration of the contract may be extended further on same rates, terms & conditions if so decided by DFCCIL.
- 1.3 The quantities of field vehicles stipulated in schedule are approximate, for general guidance and may vary as per actual requirement.
- 1.4 The normal area of duty of the vehicle will cover the entire Gujarat State.
- 1.5 The vehicles with driver shall be available to the DFCCIL official, round the clock.
- 1.6 Vehicle shall be required for all days including Saturdays and holidays. Maintenance rest will be provided on all Sundays. Thus there will be an average 26 working days per month. In case of exigencies and emergencies, the vehicle can be called on Sundays also.
- 1.7 Vehicles will normally be required from 09.00 to 21.00 i.e. 12 working hours per day. Timing and working hours in a day may vary. Accumulation of working hours shall be on monthly basis, which shall be 312 working hours from 26 working days a 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.
- 1.8 Vehicle shall have to report at mentioned place and time. Any delay in reporting will be considered as absence for the day. Nominated place may be changed once in a month, if required.
- 1.9 Contractor should provide 24 hours contact number where change in timing/ place can be informed in advance.
- 1.10 Contractor/ driver shall have to maintain log book in approved performa by official in charge which shall have to be filled daily and presented to DFCCIL's authorised representative for signature. Timing and kilometre reading shall be noted every day at the time of reporting at nominated place and release from same place.
- 1.11 DFCC may provide open parking space but parking shall be purely at Contractor's risk.
- 1.12 Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.
- 1.13 All other charges of Central Government/State Government or any other authorities, if any are to be included by the tenderer in his BID.
- 1.14 During the currency of contract, vehicle cannot be used for any other purpose except for DFCCIL.

2.0 VEHICLES

- 2.1 Vehicles provided shall be registered **not earlier than 01-04-2010** and shall use diesel/ petrol only as fuel with proper entries in RC book. If any vehicle provided to DFCCIL is found to be using any other fuel except the one declared, the Contract shall be liable to be terminated forthwith 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 requisitioned 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 Contractor/agency.

- 2.3 No change of vehicle(s) will be allowed normally without the prior permission of DFCCIL. In case of non-availability of the regularly arranged vehicles, the contractor may provide another vehicle, even owned by others, of class same or higher, with prior permission of DFCCIL official, which DFCCIL official in its absolute discretion may or may not grant.
- 2.4 All the Vehicle(s) shall always carry first aid box and mandatory spares viz. Tool box/Kit, Fuses, Spark plugs, fan belts, fire extinguisher, spare tyre etc.
- 2.5 Vehicle provided shall be maintained in a very good working condition and at any point of time should have sufficient quantity of fuel.
- 2.6 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.
- 2.7 In case of breakdown of the vehicle the contractor shall provide the replacement (of same class) 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.
- 2.8 Good quality seat covers and curtains shall be provided and the same will be regularly cleaned by the contractor at his own cost. Vehicle will be kept properly cleaned daily.
- 2.9 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.
- 2.10 If a vehicle is out of order or under schedule maintenance, an alternative vehicle with same or superior class should be made available.

3.0 Drivers

- 3.1 Drivers deployed by the contractor shall be skilled, uniformed, 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 Ahmedabad, Mehsana, Gandhinagar, Kheda, Anand, Nadiad and Banaskantha. 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 The contractor shall provide mobile phone in perfect working condition to drivers of the vehicles. 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 No change of driver(s) will be allowed normally without the prior permission of DFCCIL.

- 3.6 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.
- 3.7 Punctuality in attendance and disciplined behaviour is of utmost importance for the driver. In case driver is not found to the satisfaction of DFCC officials/officers the same shall be changed by the contractor failing which a driver from the market would be arranged by the DFCC and double the stipulated salary shall be charged from the contractor.
- 3.8 DFCCIL will not provide any accommodation to driver. Contractor/ 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.
- 3.9 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.

4.0 PAYMENT AND REIMBURSALS

- 4.1 The contractor/ 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 Contractor/ 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 A/c payee Cheque.
- 4.2 No advance payment shall be made under any circumstances. Payment of hiring charges will be made once in a month through ECS/ EFT/ RTGS or account payee cheque on submission of bill and after the due verification of log book as necessary by the DFCCIL official.
- 4.3 The contractor/ agency shall submit bills, in duplicate, to the CPM/DFCCIL/Ahmedabad office along with the log book for the period. Bills having cutting and over-writing shall not be entertained unless authenticated by the user.
- 4.4 TDS as applicable shall be deducted from the bills of the contractor/ agency.
- 4.5 Rates are inclusive of all running maintenance & repair expenses, fuel ,lubricants and any other consumables required from time to time, all taxes including road tax, duties, incidental charges, charges for inspection certificate, 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 on tour will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.**
- 4.6 Payment for part of a month shall be made on pro rata basis.
- 4.7 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.
- 4.8 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 drivers' lunch / breakfast or drawl of petrol / diesel etc.
- 4.9 The month shall be reckoned from first date on which the vehicle is put in to the service and no deductions or additions will be made for number of days being more of

less than 30 in a month. (e. g. of the vehicle is put in to service for the first time on 15th August the month will be from 15th August to 14th September, 15th September to 14th October and so on).

- 4.10 One hour is of 60 minutes for the purpose of payment and a fraction up to 30 minutes shall not be taken in to account and more than 30 minutes shall be considered as an hour.
- 4.11 In case of exigencies and emergencies, the vehicle can be called on Sundays also. For each such Sunday working a compensatory rest or an extra amount of Rs. 150.00 shall be paid.
- 4.12 Increase/ decrease in expenditure on fuel on account of fluctuation in fuel price shall be compensated for / recovered to the extent of 90%, taking the average mileage of 10 Km per liter. Price of fuel shall be compared with price of fuel on the date of opening tender.
- 4.13 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.

4.14 **QUANTITY VARIATION:-**

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

- (i) Individual NS items in contracts shall be operated with variation of plus 25% and minus 100% payment would be made as per the agreement rate.
- (ii) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
- (iii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender
- (iv) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

5.0 NON-PERFORMANCE OF THE CONTRACT CONDITIONS-PENALTY

5.1 Contractor is liable to be penalized minimum by Rs 1000/- per occasion and deducted from the bill on hand in the following instances.

1. No vehicle is provided.
2. Provided vehicle is rejected by DFCCIL official.
3. In case vehicle not found in neat & clean and perfect condition.
4. In case driver misbehaves or not conversant with routs.

5.2 In case of emergencies, if the driver shall not report for duty within 45 minutes even during his off hours, on call, failing which a penalty of Rs.200/- per 15 minutes will be imposed and deducted from bills.

5.3 On recurrence of any of above instances DFCCIL shall also be at liberty to take 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.

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 contractor/ agency will be responsible for the conduct of their staff.
- 7.3 The contractor shall at all times indemnify the DFCCIL administration against all claims which may arise due to accident or otherwise or due to breach of the terms and conditions mentioned herein and/ owing to any sort of act of commissions on the part of the contractor during the currency of this contract.
- 7.4 The contractor agrees to indemnify the DFCCIL administration against all claims for compensation by on or 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 VIII of 1923 and the DFCCIL administration will be entitled to deduct from any sum of money due or payable to the contractor for 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 DFCCIL administration in such connection and the contractor further agrees that the decision of the DFCCIL with respect to the amount of such indemnity shall be accepted by him finally.
- 7.5 DFCCIL in no case is responsible for any legal matter arising of any State/Central Government laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.

SECTION-4**Schedule of Approximate Quantities**

Tender No. "DFCC/ADI/Vehicle hiring/2012-13/1"

Name of Work: "Hiring of field vehicle for use in the Chief Project Manager/ DFCCIL/ Ahmedabad unit."

Item No.	Description of item	Quantity	Unit	Rate	Amount (Rs.)
1	2	3	4	5	6
1	Hiring charges for diesel/petrol driven 01 no. field vehicle (i.e. Innova, XUV 500 or equivalent model in prices) inclusive of 2500 Kms per month and 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.	24	Month	38,000	9,12,000
2	Additional charges for usage over km included in item no.1	12,000	Km	7	84,000
3	Additional charges for usage over 312 per month subject to 12 hrs per day.(Per Hrs) over item no.	1000	Hr.	30	30,000
TOTAL [Rs. Ten lakhs twenty six thousand only]					10,26,000/-

The rate will be _____ % (Percentage) below/above (to be filled by the bidder in figure). The rate will be _____ % (Percentage) below/above (to be filled by the bidder in words).

Note:

1. 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.**
2. Rates will be subject to price variation as per special conditions of the contract.
3. The tenderer is required to quote a single flat percentage above or below (in both words & figures) the rates given in schedule. This flat percentage will be applicable for all the items in schedule. In case of discrepancy, rate quoted in words shall prevail.

Declaration by the tenderer

- (1)I/We am/are signing this document after carefully reading the contents.
- (2)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 Contractor]

(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 Contractor 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 Contractor 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, First Floor Old
DRM Office, Kalupur, Ahmedabad-380 002. (herein after called the "DFCCIL") of the one part
and (Name / address of the contractor) (herein after called the contractor) of the other part.

WHEREAS the DFCCIL 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. 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) Schedule of approximate quantity
3. In consideration of the payments to be made by the DFCCIL to the contractor as
hereinafter mentioned, the contractor hereby covenants with the DFCCIL to execute and
complete the Works and remedy any defects therein in conformity in all respects with the
provisions of the Contract.
4. The DFCCIL hereby covenant 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
signatory)

Signed for and on behalf of the
Contractor in the presence of:

Witness:

- 1.
- 2.

(Name, Designation and address of the authorised
authorised signatory)

Signed for and on behalf of the DFCCIL
in the presence of:

Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated.

BRIEF DETAILS OF THE BIDDER

1. Name of the contractor /agency and address :

2. Person to be contacted :
3. Designation :
4. Telephone Nos. (office) :
5. Mobile No. :
6. Fax Nos. :
7. Category of Firm: Whether Partnership /
 Ltd. Co./Sole or proprietorship , etc. :.....

8. Details of Vehicles owned/ Undertaking given

SN	Registration No.	Make	Model	Owned or under taking
1				
2				
3				
4				
5				

It is certified that information given above is true to the best of my knowledge and nothing has been hidden/misrepresented.

Signature of tenderer/s

ANNEXURE-IV**CHECKLIST**

NAME OF WORK: Tender No. "Hiring of field vehicle for use in the Chief Project Manager/DFCCIL/ Ahmedabad unit".

Name of tenderer:

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	Copy of Partnership deed or Article of Association or ownership certificate	Clause 9.0 Section-1	Yes/No
5	Brief details of the bidder	Annexure III	Yes/No
6	Forwarding letter by tenderer	Page 3	Yes/No
7	Check-list	Annexure IV	Yes/No

Signature of tenderer/s