



Dedicated Freight Corridor Corporation of India Ltd.

**Name of Work: Hiring of two nos. SUV type Vehicles on monthly basis for
Dedicated Freight Corridor Corporation of India Ltd. at Ludhiana**

Tender No. CPM/UMB/VEHICLE/LDH/2012

BID DOCUMENT

**Dedicated Freight Corridor Corporation of India Ltd.,
Chief Project Manager, Old Railway Colony (Near Anand Market), Ambala Cantt.**

CPM/UMB/VEHICLE/LDH/2012

TABLE OF CONTENTS

- Section 1.** (i) Tender Notice
(ii) Format for Covering Letter
(iii) Invitation for Bids (IFB)
- Section 2.** Instructions to Bidders (ITB) Annexure T1 & I to III
- Section 3.** Bid Data Sheet
- Section 4. Special Conditions of Contract and specifications
- Section 5.** General Conditions of Contract
- Section 6.** Schedule of Items, Rates & Quantities.

Dedicated Freight Corridor Corporation of India Ltd.,
Chief Project Manager, Old Railway Colony (Near Anand Market), Ambala Cantt.

Section – 1(i)

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.

(A PSU under Ministry of Railways)

TENDER NOTICE

No. CPM/UMB/VEHICLE/LDH/2012

Dated: 26.05.12

CHIEF PROJECT MANAGER, DFCCIL, Old Railway Colony (Near Anand Market), Ambala Cantt. for and on behalf of DFCCIL invites sealed open tenders for the following work:

S N o	Name of Work	Date & Time of Opening	Cost of Tender Form	Approx. Cost	Bid Security/ Earnest Money
1	Hiring of two nos. SUV type Vehicles on monthly basis for Dedicated Freight Corridor Corporation of India Ltd. at Ludhiana <u>Completion Period- 24 Months</u>	29-06-2012, 15:30 Hrs in the office of CPM/ Ambala	Rs.3000/-	Rs. 20,95,200/- (Rs. Twenty Lacs, Ninety Five Thousand & Two Hundred only)	Rs.41,904/- (Rs Forty One Thousand Nine Hundred & Four Only)

Tender form can be purchased from the office of CPM/Ambala at Old Railway Colony (Near Anand Market), Ambala Cantt.-133001 at 10:00 Hrs to 17:00 Hrs upto **28-06-2012** and 10:00 Hrs to 12:00 Hrs on **29-06-2012** on payment (not refundable) in the form of Demand Draft/Bankers Cheque issued by any nationalized bank of India or any scheduled bank of India, in favour of DFCCIL, New Delhi, payable at New Delhi.

The tender document can be downloaded from the website www.dfccil.org.

CPM/Ambala

Section – 1(ii)

Dedicated Freight Corridor Corporation of India Ltd.,
Chief Project Manager, Old Railway Colony (Near Anand Market), Ambala Cantt.

To,

Chief Project Manager,
Dedicated Freight Corridor Corporation of India Ltd.,
Old Railway Colony (Near Anand Market), Ambala Cantt.

Ref: **Tender No. CPM/UMB/VEHICLE/LDH/2012**

1. I/We..... have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I 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 Conditions of the Contract and to carry out the work according to the special conditions as laid down by the DFCCIL Administration for the execution of present contract.

2. A sum of **Rs. 41,904(Rupees Forty One Thousand Nine Hundred and Four 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 7 days of receipt of notice by the DFCCIL Administration that such documents are ready.

OR

ii) I/We do not commence the work within 10 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 modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Tenderer/Contractors

Contractor's Address

Signature of Witness

Section – 1(iii)

Dedicated Freight Corridor Corporation of India Ltd.,
Chief Project Manager, Old Railway Colony (Near Anand Market), Ambala Cantt.

Invitation for Bids (IFB)

Dear Sir,

1. **Hiring of two nos. SUV type Vehicles on monthly basis for Dedicated Freight Corridor Corporation of India Ltd. at Ludhiana**

2.0 DETAILS OF BID DOCUMENT:

2.1 **Bids must be accompanied by a Earnest money deposit of Rs. 41,904/- (Rupees Forty One Thousand Nine Hundred and Four Only)** and Rs.3000/- as cost of tender documents (in case of downloading of tender documents) separately by a crossed Demand Draft/fixed deposit receipt/ Bankers cheque issued by State Bank of India or any other nationalized bank or any scheduled bank of India, **in favour of DFCCIL, Payable at Ambala. Bids received without earnest money/cost of downloading of tender, shall be summarily rejected.** Earnest Money cannot be deposited in the form of Bank Guarantee.

2.3 **Date and time for submission of offer: up to 15.00 hrs on 29.06.2012.**

2.4 **Venue for submission of bids:** Office of Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., Old Railway Colony (Near Anand Market), Ambala Cantt.

2.5 **Time for opening of offer: 15.30 hrs on 29.06.2012** in the presence of bidder or their authorized representatives who choose to remain present.

2.6 If the date of opening is declared as holiday then the tender shall be accepted upto 15.00 hrs of the next working day and the same will be opened at 15.30 hrs on the same day i.e, next working day.

2.7 **Address for Communication:** Interested Bidders may obtain further information from the address given below.

Office of Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., Old Railway Colony (Near Anand Market), Ambala Cantt.

3. GENERAL

- 3.1 Bid document is non-transferable. Bids received from bidders in whose name Bidding Document has been issued shall only be considered.
- 3.2 No extension in the Bid Due Date shall be considered on account of delay in receipt of Bid Document by post.
4. **Validity of the Bid:** The bidders shall keep their offer open for a minimum period of **90 days** from the date of opening of the bid, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his earnest money deposit. The bidders cannot withdraw their offer within the period of validity / extended validity.

5. TENDERING PROCEDURE.

5.1 Procedure for Submission of Bid

This is a single stage one packet system of tendering. The bid consists of one packet / envelope containing Technical Bid and Priced Bid from shortlisted agencies. Each page of Bid must be signed and sealed by the bidder or his authorized representative in whose name power of attorney is issued.

The tender should be clearly written such as:

- Tender No.
 - Name of work
 - Date & Time of opening of tender
 - Name & Address of tenderer
- a. A list of similar works completed in last three years i.e., Current year and the last three financial years i.e. 2011-12, 2010-11, 2009-10 on appropriate Performa.
- b. List of Key personnel in the format.
- c. Single rate should be quoted as percent above/below/at par for all the items.

5.2 Tender opening

The tenders shall be opened on the date of opening as indicated in the office of CPM/DFCCIL/UMB. The tendered percentage rates shall then be read out.

6. Organization Setup of bidder:

- 6.1 The bidders must submit the list of work completed in the last three financial year giving description of work, organization for whom executed, approximate value of the contract at the time of award, date of award, date of scheduled completion of work, date of actual completion of the work

and final value of the contract on appropriate format.

7. Disqualification:-

The bidder shall be disqualified if he is found to have shown poor performance in DFCCIL in ongoing or completed works during or prior to evaluation period.

8. ELIGIBILITY CRITERIA:-

The bidder should have proper setup for executing the work successfully. The authenticity of setup can be verified by DFCC officers before awarding the contract.

9. Time Schedule

The total time for completion of work shall be **24 months** from date of issue of Letter of acceptance by DFCCIL. Time is the essence of the Contract.

10. Rate

10.1 The contractor / bidder must quote a flat single percentage above/below/at par of the total amount for each schedule of tender as given in the tender schedule. **This percentage shall be applicable on each item of the schedule in consideration, uniformly.**

10.2 Tenderers are required to give unconditional offers. A conditional offer, having financial implication, is liable to be rejected.

11. Earnest Money is liable to be forfeited in case of the following:

- i)** On revocation of tender due to increase in rates by the firm after opening of tenders but before the validity of the tender.
- ii)** On refusal to accept the work order after award of contract.
- iii)** If the work is not commenced on the stipulated date of start of the work awarded to the contractor.

Thanking you,

Yours faithfully,

**Chief Project Manager,
DFCCIL, Ambala
For and on behalf of DFCCIL**

Section 2

Instructions to Tenders / Bidders (ITB)

1. **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
2. **Language of Bid:** The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English.
3. **Currencies of Bid and Payment:** The bidder shall quote the unit rates and the prices entirely in the Indian Rupees.
4. **Period of Validity of Bids:** Bids shall be valid for a minimum period of 90 days from the date of opening of the tender a bid valid for a shorter period shall be rejected by the employer as non responsive.
5. **Format and Signing of Bid:** Bid document shall be signed by a person duly authorized to sign on behalf of the Bidder. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
6. **Deadline for Submission of Bids:** Bids must be received by the Employer at the address and no later than the date and time indicated in the Bid document.
7. **Late Bids:** The Employer shall not consider any bid received after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late and rejected.
8. **Signing of Contract:** The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the employer through a letter of acceptance. In response the successful bidder should sign the contract agreement (**Annexure II**) within Seven days from the date of issue of acceptance letter.
10. **Corrupt Practices:** The Employer requires that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.
11. **Security deposit:** The security deposit will be equal to **5%** of the value of the contract. The earnest money of the successful bidder will be converted into initial security deposit. Balance Security deposit, shall be deducted at the rate of **10%** from each of the running bill of the contractor till the realization of full amount of security deposit as per contract.
12. The acceptance letter once issued shall be considered as valid and legally binding Contract between the two parties till signing of formal contract agreement.

Section-3

Bid Data Sheet

This section consists of provisions that are specific to the bid and supplement the information or requirements included in Section 1 – Instructions to Bidders.

1	The Tender number of the Invitation for Bids is CPM/UMB/VEHICLE/LDH/2012: Date : 26/05/2012
2.	The Employer is: Dedicated Freight Corridor Corporation of India Limited.
3	The name of the work is: Hiring of two nos. SUV type Vehicles on monthly basis for Dedicated Freight Corridor Corporation of India Ltd. at Ludhiana
4	For <u>clarification purposes</u> only, the Employer's address is Chief Project Manager, DFCCIL, Old Railway Colony (Near Anand Market), Ambala Cantt.-133001, Ph.No.0171-2612412.
5	The language of the bid is: English
6	The bid validity period shall be 90(Ninety) days.
7	The Bidder should submit along with the bid, a bid security for Rs.41,904/- (Rs Forty One Thousand Nine Hundred Four Only)
8	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: In case of Companies, a letter from the Company declaring the authorization given by the Board of Directors for signing the bid.
9	For <u>bid submission purposes</u> only, the Employer's address is: Chief Project Manager, DFCCIL, Old Railway Colony (Near Anand Market), Ambala Cantt.-133001, Country : India Telfax. No. : 0171-2612412 Phone No : 0171-2612412 The deadline for bid submission is: Date: 29-06-2012 Time: 15:00 hrs.
10	The bid opening shall take place in the office of : Chief Project Manager, DFCCIL, Old Railway Colony (Near Anand Market), Ambala Cantt.-133001, Country : India

	Telfax. No. 0171-2612412 Phone No 0171-2612412 The deadline for bid opening is: Date: 29-06-2012 Time: 15:30 hrs.

SECTION 4

Special Conditions

1. The vehicles are required at Ludhiana for journeys both on Kacha/Pucca roads in Punjab, Uttar Pradesh, Haryana, Jammu & Kashmir, Rajasthan, Himachal Pradesh, Delhi & Union Territory of Chandigarh as per requirement of DFCCIL on all days and all times in a month. The necessary permits in this regard shall be arranged by the contractor. The contractor is bound to supply the vehicle as and when required by the DFCCIL as per approved rates.
2.
 - (a) The hired vehicle is normally required to run from 8:00 Hours to 20:00 Hours for seven days in a week including Gazetted/Restricted holidays and Sundays etc. However in the exigencies of services, the vehicle can be required any time and should be available round the clock. The payment will be made on normal rates as given in the schedule of rates and quantities and nothing extra on what so ever account shall be paid. Vehicles deployed shall display a board/proper sticker "ON DUTY GOVERNMENT OF INDIA (Undertaking)". If the driver of the vehicle goes for rest/leave, the contractor will make alternative arrangement of driver.
 - (b) Tenderer should provide 24 hours contact number on which such information can be given. Further the driver of the vehicle should be provided with a mobile phone having incoming facility at contractor's own cost.
 - (c) The vehicles(s) requisitioned shall report at the place of requisition (within municipal area of Ludhiana) within reasonable time. In case of delay in reporting at the place of requisition, a suitable penalty not exceeding Rs.100.00 can be levied by the officer using the vehicle as per his discretion.
 - (d) Any tampering found with the meter (s) of the vehicle(s) shall results imposition of heavy penalty, which shall be equivalent to vehicle rental one month for that vehicle, on every occasion.
3. The rate quoted shall be all inclusive & should include following interalia on monthly basis.

- a) Wages of Driver.
 - b) Maintenance of vehicle
 - c) Petrol /Diesel/Lubricant charges.
 - d) All other charges and taxes leviable by state/centre government except Toll Tax & Service Tax.
 - (i) Toll tax will be reimbursed as per actual against the original documents.
 - (ii) The service tax legally leviable shall be reimbursed to the contractor/service provider by DFCCIL based on the documentary evidence furnished by the contractor.
 - e) Night/Out Station charges. In case the vehicle is required to stay overnight at any other station other than Headquarter or the vehicle is required to run between 22:00 hours to 6:00 hours, the night duty allowance shall be payable @ Rs.150/- per night extra.
4. (a) The contractor shall ensure that the antecedent of the driver reporting for duty are verified by the police and they are in possession of the same while on duty. Driver should be valid driving license holder. Driver of the vehicles shall be well turned out in white/khaki or pre-approved uniform and properly shaved. For not wearing uniform a penalty of Rs.50/- per day will be charged. The contractor shall be responsible for discipline and behaviors of driver deployed by contractor. Driver will not to leave their duty unless permitted to do so by Controlling Officer of vehicle. Drivers once deployed can only be changed after the approval of DFCCIL.
- (b) DFCCIL in no case responsible for any legal matter arising of any State/Central laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.
- (c) The drivers must also observe all the etiquette, protocol and extend us courtesy (like carrying office bags/files to the concerned chambers, while performing the duty.
5. (a) Model of Vehicles to be supplied will be Scorpio/Tavera/Bolero/Toyota/Qualis/Xylo or equivalent type as mentioned in schedule.
- (b) The vehicle offered should be in good condition and should not be

more than 3 years old. Vehicle should not have any history of accident and shall not have any dent mark or spots on the body. While supplying the vehicle, copy of R.C.Book and insurance papers will have to be submitted. Vehicle once deployed can only be changed after the approval of DFCCIL.

(c) The contractor shall provide the vehicle in perfect working condition upholstery, décor, matting, paint, lights, fans and all other accessories of vehicle provided are to be in the excellent condition at all the times. The decision of CPM/DFCCIL/Ambala shall be final and binding on the contractor in this regard and contractor shall maintain the vehicle in the desired condition.

(d) The vehicle shall be comprehensively insured along with the officers and staff traveling with the vehicle and insurance policy of the vehicle will be made available by the owner of the vehicle as and when asked for.

(e) All the Vehicle(s) shall always carry first aid box and mandatory spares vis. Tool kit, Fuses, Spark plugs, fan extinguisher, torch, umbrella, etc.

(f) It shall be ensured by the contractor / service provider that all vehicles to be supplied to DFCCIL shall have mandatory insurance cover / valid pollution complaint certificate etc. at all times and Drivers are well trained holding valid license. They must be medically fit and shouldn't suffer from any contagious / infectious disease. The Contractor / service provider is solely responsible for the same and for penalty imposed for any violations in the regard.

6. The approved rates shall be valid for two years from the date of agreement but it can be extended for further period mutually agreed between the contractor and DFCCIL.
7. The vehicle shall be available as and when required. If vehicle is out of order or under repair, an alternative vehicle with equivalent specifications should be available, of failing which a penalty of @ Rs. 1000/- (Rs. One Thousand) per day will be imposed in addition to no payment of hire charges for the day.

8. The driver of the vehicle shall maintain log book in which day to day movement of the vehicle is to be noted. Entries of journey should be got attested from the users.
9. (a) The bill on monthly basis shall be submitted in triplicate along with log book. **Kilometers logged from the contractor's premises to office of controlling officer and from office of controlling officer to contractor's premises shall not be payable under the hiring agreement.**
- (b) No advance payment shall be made to the contractor. The payment however, shall be made on receipt of bills after a reasonable time as per departmental rules but not more than one month in any case. The contractor shall not claim any interest on the delayed payment.
- (c) Contractor/Service provider has to certify on monthly bill that there has been no decrease in the fuel prices during the period the bill vis-a-vis the original price of fuel on the date of reference viz 29.06.12.
10. (a) In circumstances, when the hired vehicle is involved in any violation of traffic rules or an accident resulting in loss or damages to property and life with respect to the vehicle, driver, passenger or any third party the responsibility for any legal or financial implication shall rest solely with the contractor. The DFCCIL administration shall have no liability whatsoever in this regard.
- (b) The contractor shall fulfill all obligations under various labour laws in force regarding deployment of contract workers in respect of services provided under this contract.
- (c) 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.
11. INDEMNITY :
- (a) The contractor shall at all times indemnify to the DFCCIL administration against all claims which may arise due to accident or otherwise or due to the breach of the terms and conditions mentioned herein and owing to any sort of act of commissions on the part of the

contract during the currency of this contract.

(b) That the contractor agrees to indemnify to 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 officer with respect to the amount of such indemnity shall be accepted by him finally.

12. DFCCIL may provide open parking space but parking shall be purely at contractor's risk
13. If at any later stage it is detected that the contractor has been paid in excess whatsoever reasons may be the DFCCIL shall have full authority to recover the excess payment /cost of the damage caused by him from the pending bill/security deposit etc. and to terminate the contract with immediate effect.
14. The quantities provided in the contract can be increased or decreased by 25% by DFCCIL.
15. Under Section 194-C of the income Tax Act. 1961 deduction of income tax plus surcharge as applicable will be made from the sum paid for carrying out the work under this contract and shall issue certificate regarding tax so deducted on demand by the contractor.
16. In case of any decrease/increase in the prices of diesel by Rs. 1/- per litre (in Ludhiana) after issue of acceptance letter, rate of item no. 1 will decrease/increase by Rs.300/- per month and that of item no. 2 by Rs. 0.10 per KM.
17. In case of any dispute of the interpretation on any clause in the terms and conditions of the contract decision of CPM/DFCCIL/Ambala will be final

and binding on the contractor.

18. RISK AND EXPENSES:

In the event of the failure of the contractor to supply the vehicle as requisitioned under the contract, user shall hire equivalent type of vehicle at its discretion from other sources at the risk and expenses of the contractor on the prevailing market rate. Since the requirements are on a day to day basis, normal procedure for risk and expense hiring cannot be adhered to, and hence user shall unilaterally decide about hiring of vehicles when vehicle(s) is/are not supplied by the contractor. Such hiring from alternate sources shall be binding on the contractor. Due to shortage of time, no prior information can be given to the contractor for such hiring. Expenses incurred on risk and expenses, the cost of hiring shall be recovered from the on account bill/security deposit of the contract.

19. **DFCCIL reserve the right to close the contract at any stage by serving 15 days notice to the contractor, without assigning any reasons whatsoever, without any financial repercussions on either side.**

Section 5

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT will form an integral part of the Bid and contract, which is enclosed along with the tender documents.

In case of any deviation between 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. The tenders must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

1. **SECURITY DEPOSIT**

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 satisfactory completion of the work.

2. **LAWS AND REGULATIONS** :

Governing Law:

The contract documents shall be governed by the laws and by-laws of India.

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

3.1 **Conditions leading to determination of' contract**

i. **If the Firm/Contractor**

- becomes bankrupt or insolvent, or,
- a. 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
- b. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the shareholders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- c. has execution levied on his goods or property or the works, or

- d. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of' this contract, or
- e. abandons the contract, or
- f. persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- g. 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
- 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 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
- j. Suppresses or gives wrong information while submitting the tender and fails to perform as per agreed conditions.

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 48 hours in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

ii. In such a case of termination, the Employer / Engineer may adopt the following course

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 technical staff at site.

4. 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.

5. PERFORMANCE GUARANTEE

- 5.1** Within Seven days of issue of letter of acceptance from the employer/engineer the successful tenderer shall furnish to employer/ engineer a **performance guarantee in the form of irrevocable bank guarantee amounting to 5% of original contract value** from any scheduled or nationalized bank of India in the Performa attached at **Annexure-I**.
- 5.2** Alternatively the firm can furnish the performance guarantee in the form of FDR from a scheduled or nationalized bank of India in favour of the employer i.e. in DFCCIL.
- 5.3** No payment under the contract will be made to the firm without receipt of performance guarantee from the firm.
- 5.4** Failure of the successful tenderer to furnish the require performance guarantee shall be a ground for annulment of the contract and forfeiture of earnest money.
- 5.5** In case of termination of contract on account of failure of the contractor performance guarantee shall be encashed.
- 5.6** In case the firm/ contractor fails to extend the validity of performance guarantee as desired by the employer then the employer may encash the performance guarantee of the firm/ contractor.

6. Release of performance guarantee

The performance guarantee shall be released to the firm only after the physical completion of the work based on the completion certificate issued by competent authority stating that contractor has completed the work in all respects satisfactorily.

7. 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 project 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.

8. 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:

8.1 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.

8.2 Conciliation/Arbitration

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

8.2.2 If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims of, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

8.2.3 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.

8.2.4 In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Contractor may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. 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.

8.2.5 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.

8.2.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

8.2.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.

8.2.8 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.

8.3 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 relevant clauses.

8.4 Suspension of work

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

8.5 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.

8.6 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.

8.7 Jurisdiction of Courts

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

SECTION-6

SCHEDULE OF ITEMS, RATE & QUANTITIES

Name of work	Hiring of two nos. SUV type Vehicles on monthly basis for Dedicated Freight Corridor Corporation of India Ltd. at Ludhiana.
Approximate Cost	Rs.20,95,200/-
Earnest Money	Rs. 41,904/-
Date of opening	29.06.2012
Completion period	24 Months from the date of issue of acceptance letter.

Item No.	Description	Qty	Unit	Rate	Amount
1	Hiring charges for provision of diesel driven SUV vehicle i.e. Scorpio/Tavera/Toyata/Qualis/Xylo etc or equivalent make upto 3000 KMS per month.	48 months	Per Vehicle Per month	36,150	17,35,200
2	Extra charges for running of vehicles over 3000 km per month per vehicle over and above item no.1.	48000 Km	Per KM Per Vehicle	7.00	3,36,000
3	Additional charges for usage beyond 12 hours a day over and above item no.1&2.	2400 Hours	Per Hour per vehicle	10.00	24,000
Total					20,95,200

Say 20.95 Lacs

Rates to be quoted:

In figure: ----- % above/at par / or below

In words:----- % above/at par / or below

1. The tenderer is required to quote the overall single percentage rate above / at par / or below over the estimated cost as above.
2. The tenderer quoting the rates for individual items will be disqualified.
3. The tenderer is required to quote the rate in both words and figures. In case of any discrepancy, rate quoted in words shall prevail.
4. All cuttings and over-writings should be signed by the bidders.

5. The payment shall be done as per the above schedule based on actual quantum of work done as certified by user of vehicle.
6. The quantities shown against each item are approximate and for rough guidance only. These are subject to variation depending upon the needs of the Corporation.

(Seal & Signature of bidder)

BIDDER'S GENERAL INFORMATION

1-1 Bidder Name: _____

1-2 Number of Years in Operation:

1-3 Registered Address: _____

_____ 1-4 Operation Address if
different from above:

1-5 Telephone Number _____
(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address & Web Site _____

1-7 Telefax Number _____
(Country Code) (Area Code) (Telephone Number)

1-8 ISO Certification, if any {If yes, please furnish details}

1-9 PF / EPF Registration No.:

1-10 Service Tax No.:

1-11 Pan No.:

1-12 Bank A/C No with Bank code for electronic clearance of the payment.:

(Seal & Signature of bidder)

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To

DFCCIL

Name & Address of Project.

[Acting through _____ (Project In-charge) & Address of the Project]
WHEREAS _____ [name and address of Contractor] (hereinafter

called “the Contractor”) has undertaken, in pursuance of Contract 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 have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we 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 hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We 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 28 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, 5th Floor, Pragati Maidan Metro Station Building
Complex, New Delhi – 110001., acting through (Project Head and name / address of the
Project) (hereinafter called “the Employer / Engineer”) of the one part and
_____ (name and address of the Contractor) (hereinafter
called “the Contractor”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. 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 items, rates & quantities.
3. In consideration of the payments to be made by the Employer to the Contractor as
hereinafter mentioned, the Contractor hereby covenants with the Employer to
execute and complete the Works and remedy any defects therein in conformity in all
respects with the provisions of the Contract.
4. The Employer 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 authorised signatory)

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

Witness:

1.

2.

(Name, Designation and address of the authorised signatory)

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

Witness:

1.

2.

Name and address of the witnesses to be indicated.