



डेडीकेटेड फ्रेट कोरीडोर

Dedicated Freight Corridor Corporation of India Ltd.,

(A Government Of India Undertaking)

3rd Floor of E-775 Kamla Nagar, Agra

NOTICE FOR INVITING OPEN BIDS

Tender No.	TENDER NO : TDL/EN/AT-3
Name of Work	Providing 06 (Six) nos of Spacious vehicles (Tata Sumo/Tata, Vista/Tata Safari/Scorpio /Xylo / Bolero /Tavera or equivalent model) and 02 (Two) nos of Spacious vehicles INNOVA or Equivalent for 312 Hrs. per month, (i.e.12 hrs.per day) inclusive of fuel, Consumables, Driver, repairs, maintenance and Taxes etc. for project work of DFCCIL to run in the section between Kanpur and Khurja on Railway/DFCCIL alignment, as per Spl.Conditions of contract.
Estimated Cost of Work	Rs. 8697120
Completion Period	Two Years
Type of BID	Open Tender
Earnest Money	Rs.-174000/
Date and time of submission of filled tender document	20.10.2012 at 15.00 Hrs
Date and time of opening of tender	20.10.2012 at 15.30 Hrs
Validity of Offer	90 days from the Date of Opening
Authority and place for submission of completed tender document	Dedicated Freight Corridor Corporation of India Ltd., 3rd Floor of E-775 Kamla Nagar, Agra E-mail: cpmcb2011@gmail.com Phone : 0562-2885577
Address for Communication	Office of Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., 3rd Floor of E-775 Kamla Nagar, Agra E-mail: cpmcb2011@gmail.com Phone : 0562-2885577

Chief Project Manager
Dedicated Freight Corridor Corporation India Limited,

Dedicated Freight Corridor Corporation of India Ltd.

Name of Work: - Providing **06 (Six)** nos of Spacious vehicles (Tata Sumo/Tata, Vista/Tata Safari/Scorpio /Xylo / Bolero / Tavera or equivalent model) and **02 (Two)** nos of Spacious vehicles INNOVA or Equivalent for 312 Hrs. per month, (i.e.12 hrs.per day) inclusive of fuel, Consumables, Driver, repairs, maintenance and Taxes etc. for project work of DFCCIL to run in the section between Kanpur and Khurja on Railway/DFCCIL alignment, as per **Spl. Conditions of contract.**

OPEN TENDER

Tender No: TDL/EN/AT-3

BID DOCUMENT

NOT TRANSFERABLE

Dedicated Freight Corridor Corporation of India Ltd.,

3rd Floor of E-775 Kamla Nagar, Agra

Dedicated Freight Corridor Corporation of India Ltd.,

3rd Floor of E-775 Kamla Nagar, Agra

Tender No. TDL/EN/AT-3

TABLE OF CONTENTS

- Section 1.** Invitation for Bids (IFB)
- Section 2.** Instructions to Bidders (ITB)
- Section 3.** General Conditions of Contract
- Section 4.** Special Conditions of Contract and specifications
- Section 5.** Financial Bid

Dedicated Freight Corridor Corporation of India Ltd.,

3rd Floor of E-775 Kamla Nagar, Agra

To,
Chief Project Manager
DFCCIL,
Tundla.

Providing **06 (Six)** nos of Spacious vehicles (Tata Sumo/Tata, Vista/Tata Safari/Scorpio/Xylo/ Bolero / Tavera or equivalent model) and **02 (Two)** nos of Spacious vehicles INNOVA or Equivalent for 312 Hrs. per month, (i.e.12 hrs.per day) inclusive of fuel, Consumables, Driver, repairs, maintenance and Taxes etc. for project work of DFCCIL to run in the section between **Kanpur to Khurja** on Railway/DFCCIL alignment, as per **Spl.Conditions of contract.**

Ref:

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 'Single envelope open tender' 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. 174000/-** 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/We do not execute the contract agreement within 7 days of receipt of notice by the DFCCIL Administration that such documents are ready.
OR
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/Bidder

Bidders/Tenderer's Address

Signature of Witness

Dedicated Freight Corridor Corporation of India Ltd.,
3rd Floor of E-775 Kamla Nagar, Agra

Section 1.

Invitation for Bids (IFB)

Dear Sir,

Chief Project Manager, DFCCIL, Tundla, for and on behalf of DFCCIL invites, bids in Open Tender system, from the tendering firms for Providing **06 (Six)** nos of Spacious vehicles (Tata Sumo/Tata, Vista/Tata Safari/Scorpio /Xylo / Bolero / Tavera or equivalent model) and **02 (Two)** nos of Spacious vehicles INNOVA or Equivalent for 312 Hrs. per month, (i.e.12 hrs.per day) inclusive of fuel, Consumables, Driver, repairs, maintenance and Taxes etc. for project work of DFCCIL to run in the section between **Kanpur to Khurja** on Railway/DFCCIL alignment, as per **Spl.Conditions of contract.**

Scope of work & duties.

- The driver shall report to the concerned in charge to whom the vehicle is attached. The duty hours and KM shall be counted from the office of the concerned in charge on release of the vehicle for the day. In case of situation where this is not applied. The concerned in charge to whom the vehicle is attached shall decide the count of duty hours and KMs for both reporting and release of the vehicle.
- The vehicle shall be available on all days of the month continuously,if required.
- The vehicle should report to the concerned in charge at 09:00 hrs sharp every day. However the reporting time may be changed by the concerned in charge as per requirement.
- Normal duty of driver shall be for **12** hours in day. Normal working hours shall be advised by the concerned in charge to the driver. The driver of the vehicle shall keep himself in contact with the concerned in charge.
- Even beyond the specified hours of utilization, the vehicle should be available at short notices in case of emergency requirement

- All tax liabilities will be of the owner of the vehicle and DFCCIL will not, in any way, be concerned with the same.
- The Drivers of the vehicles should be well mannered properly dressed and educated, preferably, with some knowledge of Hindi/English languages.
- The vehicle may have to go the sites of all types of roads including kachha road etc. the vehicle shall also be required to go along the Railway embankment for approaching any desired km or site. Any excuses about condition/existence of the road will not be accepted.
- Contractor shall maintain separate log book in specified format which shall be signed jointly by the Driver and concerned in charge. It will be the sole responsibility of the Driver that log book is filled up daily and there is no cutting /overwriting. If there is any cutting/Overwriting the same shall be attested by the concerned in charge using the vehicle.
- The tenderer shall ensure that all the meters particularly the odometer/speedometer and other devices of vehicle are always in working condition. In case if any defects are pointed by the DFCCIL's authority the same shall be immediately rectified by the contractor so that the DFCCIL's work does concerned in charges shall be the final and binding on the contract.
- To avoid any mishap or accident during the operation of the vehicle, the tenderer shall ensure that only skilled driver having proper valid license with sufficient experience in their respective trade are deployed on job and are not put to over exertion as per labour laws.
- The interior of the vehicle including luggage boot (dicky) must be tidy with neat and clean loose seat covers and exterior. Also must be presentable. The tenderer shall provide a spare wheel and necessary tools in a good working condition.
- The drivers put on the job by the contractor must always possess valid driving license, registration papers road tax paid receipts, interstate permits & insurance etc.
- Vehicles should have permit for **UP,Haryana & Delhi**. If the permit for both these states is not available, then the tenderer at his own cost, as and when required, shall obtain the same.
- Tenderer must give contact number available at the place where the vehicle is required to be based so that he can be contacted round the clock.

2. DETAILS OF BID DOCUMENT

- 2.1 **Bidding documents:** The Bidders may collect the bid document from the address mentioned below from between 09.30 hrs to 17.00 hrs on all working days ,from the date of publication of the tender advertisement till the date of closing.

2.2 Bids must be accompanied by an earnest Money of Rs. 174000/- (One Lakh Seventy Four Thousand only)

by a crossed Demand Draft /Fixed Deposit Receipt / Bankers Cheque issued by any Nationalized / Schedule Bank at New Delhi drawn in favour of **Dedicated Freight Corridor Corporation of India Ltd payable at Kanpur.** and shall have to be valid for 30 days beyond the validity of the offer .**Bids received without earnest money shall be summarily rejected.**

2.3 Submission of bids:

2.3.1 Date and time for submission of offer:- up to 15.00 Hrs of 20.10.2012.

2.3.2 Venue for submission of bids:- DFCCIL, 3rd Floor of E-775 Kamla Nagar, Agra

2.3.3 Time for opening of offer: at 15.30 Hrs of 20.10.2012.

2.3.4 If the date of opening is declared as holiday then the tender shall be accepted upto 14.00 hrs of the next working day and the same will be opened at 15.00 hrs on the same day i.e, next working day.

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

Chief Project Manager, DFCCIL, 3rd Floor of E-775 Kamla Nagar, Agra

Email-cpmcnb2011@gmail.com Phone 0562-2885577

3. Tender opening

On the date specified in the tender notice, the envelopes of all tenderers will be opened in the presence of bidders/ representative who choose to attend the same to verify its contents as per requirements. The tendered percentage rates shall then be read out.

4. GENERAL

4.1 Bid document is non-transferable. Bids received from bidders in whose name Bidding Document has been issued shall only be considered.

4.2 No extension in the Bid Due Date shall be considered on account of delay in receipt of Bid Document by post.

4.3) The agencies will be awarded initially work for Two year.

4.4) DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.

5. 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.

6. TENDERING PROCEDURE

6.1 Financial Proposal

Each page of Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued. Bids should be submitted in one envelope super scribed as follows:

Tender No.

Name of work

Date & Time of opening of tender

Name & Address of tenderer

6.2 Envelope should contain following documents

- i) Forwarding Letter given in the Bid document.
- ii) Earnest Money Deposit in the approved form as per para 2.2 above.
- iii) Power of Attorney of authorized person who signed the tender
- iv) A certified copy of partnership deed or article of memorandum in case of Pvt. Ltd. Company
- v) This document duly signed on all pages including the Financial Offer in separate sealed envelope.

7. Time Schedule

The Agency will be awarded work for two years.

8. Rate:- The contractor / bidder must quote a flat single percentage above or below or at par of the only **schedule-I** amount for the tender as given in the tender schedule. **This percentage shall be applicable on each item of the schedule-I uniformly.** Annexure –I will form **“FINANCIAL BID”** which will be put inside **SEALED** envelope super scribed as **“TENDER PAPER FOR SUPPLY OF VEHICLES”**

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

10. 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 Bidder.

Keeping in view of the above, The Manpower Service Provider may send a bid in the prescribed format.

Thanking you,

Yours faithfully,

CPM/TDL
For and on behalf of DFCCIL

Note:- Tender document can be obtained from the office of DFCCIL/TDL from **20.09.2012** to 19.10.2012 between 09.30 hrs to 17.00 hrs on all working days & on 20.10.12 to 15.00 hrs by paying Tender Fee of Rs.5000/- (Five thousand only) by way of DD/Pay Order favour DFCCIL payable at Kanpur. The Tender document can also be downloaded from company's website www.dfcc.in & www.dfccil.org and the same will be accepted along with the tender fee of Rs.5000 /-(Five thousand only Only) through a **separate Demand Draft** drawn on any nationalized/scheduled bank favouring "DFCCIL payable Kanpur".

SECTION 2: INSTRUCTIONS TO BIDDERS

1 INTRODUCTION

Definitions

- (a) "Client" means Dedicated Freight Corridor Corporation of India Limited.
 - (b) "Contractor" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
 - (c) "Data Sheet" means such part of the Instructions to Contractor used to reflect specific assignment conditions.
 - (d) "Day" means calendar day.
 - (e) "Government" means the Government of India.
 - (f) "Instructions to Contractors" (Section 2 of the RFP) means the document which provides the interested Contractors with all information needed to prepare their Proposals.
 - (g) "Personnel" means professionals and support staff provided by the Contractor or by any Sub-Contractor and assigned to perform the Services or any part thereof;

"Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
 - (h) "Proposal" means the Technical Proposal and the Financial Proposal.
 - (i) "RFP" means the Request For Proposal prepared by the Client for the selection of Contractors,.
 - (j) "Services" means the work to be performed by the Contractor pursuant to the Contract.
 - (k) "Sub- Contractor" means any person or entity with whom the Contractor subcontracts any part of the Services.
 - (l) "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Contractor, and expected results and deliverables of the assignment.
- 1.1 The Contractors should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, Contractors are encouraged to pay a visit to the project site before submitting the Proposal.

1.2 It is the DFCC's policy that the Contractor observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:

(a) Defines, for the purpose of this paragraph, the terms set forth below as follows:

- (i) "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "**fraudulent practice**" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "**collusive practices**" means a scheme or arrangement between two or more bidders with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
- (iv) "**coercive practices**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) will reject a proposal for award if it determines that the Contractor recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

1.3 Contractors, their Sub-Contractors, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

2.0 **Security deposit: -**

The security deposit will be equal to 5 % of the total 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 Bidder till the realization of full amount of security deposit as per contract.

3.0 **Preparation of proposal**

3.1 A firm shall submit only one offer against the bid. In case, a firm submits more than one bid, such a firm will be disqualified.

3.2 The proposal should include a covering letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the

firm. The letter should specify all association arrangement and certify that each associated firm performs its designated tasks under the assignment if the lead firm is awarded the contract.

3.4 Financial Proposal

- i) **Bid Security (i.e. Earnest Money):** - Bids must be accompanied by a Bid Security of requisite amount as detailed in IFB in the form of crossed Demand Draft / Fixed Deposit Receipt / Banker's Cheque issued by any Nationalized / Scheduled Bank payable at Kanpur in favour of Dedicated Freight Corridor Corporation of India Ltd., and shall be valid for a period as specified in IFB. **Bids received without Bid Security shall be summarily rejected.**
- ii) Bidding firm shall have to give an affidavit that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance. If any stage till the stage of finalization it comes to the knowledge of tender committee nominated by DFCCIL for the purpose than after verification from concerned department offer of bidder will summarily be rejected even if that firm is lowest. In that case next higher bidder will be considered.

3.5 Non submission of any requisite paper will deprive bidder from eligibility. Generally there will be no clarification sought from bidding firms. However DFCCIL reserves the right to seek clarification if felt necessary. The final selection of the bidder would be based on the Cost Basis of those firms found eligible. The lowest bidder among those found eligible will be awardee with the work.

3.6 ELIGIBILITY CRITERIA: -

- (i) The tenderers are required to submit Revenue/Banker's Solvency certificate of 10% of advertised tender value of work .
- (ii) The tenderer should have at least have turnover of 30 lacs during last three financial year.
- iii) **Important** : Bidding firm shall have to give an affidavit that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance. If any stage till the stage of finalization it comes to the knowledge of tender committee nominated by DFCCIL for the purpose than after verification from concerned department offer of bidder will summarily be rejected even if that firm is lowest. In that case next higher bidder will be considered.
- iv) The agencies should have PAN/TAN, Service tax registration and registration under all the applicable labour laws and should submit copy of the same.
- v) Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any Stage.

3.7 Financial Proposal

- i) In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions of the BID documents. The Financial Proposal should follow Standard Forms.
- ii) No taxes in any other form shall be reimbursable.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1 The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2 An authorized representative of the firm shall initials all pages of the Proposal. The representative's authorization in *original/notarized* is confirmed by a written Power of Attorney accompanying the Proposal.
- 4.3 bidders shall submit one "Original" proposal only. The envelope must be clearly marked "**DO NOT OPEN, EXCEPT IN THE PRESENCE OF DFCC'S REPRESENTATIVES**"
- 4.4 **Deleted**
- 4.5 Financial Proposal must be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents) with all pages numbered serially, along with an index of submission. Spiral bound form, loose form, etc. will be not accepted. All figures quoted in the financial proposal should be covered with a transparent adhesive tape. In the event, any of the instructions mentioned herein have not been adhered to, DFCC may reject the proposal. **All figures quoted in the financial proposal should be covered with a transparent adhesive tape.**
- 4.6 The completed proposal must be delivered at the Submission address mentioned in the document on or before the time and date stated in the section1. Any proposal received after the closing time for submission of the proposals shall be returned unopened.

5.0 PROPOSAL EVALUATION

Financial Proposals

Deleted

- 5.2 The Bids shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders, **the proposed prices** shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening. Bidder must cover their quoted unit rates with transparent adhesive tape for evaluation of their proposal. The bidders who shall remain present during the Bid Opening are required to sign on the Bid Opening register as a token of their presence.
- 5.3 Lowest eligible bidder shall be awarded the work.

6.0 Engagement of Personnel

Drivers provided should possess requirement of job and have good behaviour and unblemished record and character.

7.0 Negotiations

7.1 Negotiations may be held ,if required,with the lowest eligible Bidder.

7.2 Negotiations will be held at the date and address indicated subsequently through net/telephone. Representatives conducting negotiations on behalf of the Contractor must have written authority to negotiate and conclude a Contract.

8.0 Award of Contract

8.1 The DFCC will issue a letter of award to the successful Contractor after the negotiations have been completed and all terms and conditions have been settled between client and the successful Contractor.

8.2 Within 7 days from the date of issue of the letter of award, the successful Contractor will be required to (i) execute the Contract Agreement for Contract Services as per General Conditions of Contract for Contract Services (**section 3**) and Special Conditions of Contract (**section 4**).

8.3 The successful firm / Contractor with whom the contract is signed shall commence the assignment within 7 days from the date of issue of acceptance letter.

9.0 Confidentiality

9.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process.

Section 3

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. DEFINITIONS

Unless excluded by or repugnant to the context:

- a) The expression employer /DFCCIL as used in the tender papers shall mean the Dedicated Freight corridor Corporation of India Ltd.
- b) The expression Corporation as used in the tender paper means Dedicated Freight corridor Corporation of India Ltd.
- c) The expression “Department” as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.
- d) “Drawing” shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Engineer In Charge.
- e) Engineer/ “Engineer-in-charge” of the work shall mean the ‘Representative’ appointed by DFCCIL.
- f) The “Site” shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- g) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- h) 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.

- i) The “Contractor/ Bidder” 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.
- j) The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.
- k) 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.
- l) A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- m) A “month” shall mean a calendar month.
- n) A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- o) “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) was (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, lightening and un-precedent floods over which the contractor has no control.
- p) “Temporary works” shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- q) “Urgent works” shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.
- r) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

2. 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 completion of defect liability period i.e after 120 days of the satisfactory completion of the work.

3. SUPERVISION AND SUPERINTENDENCE

3.1 CONTRACTOR'S SUPERVISION

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

4. USE OF EXPLOSIVES

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

5. PROTECTION

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

6. WORKMEN

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice is liable to prosecuted as per Indian Laws.

7. LAWS AND REGULATIONS :

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

8. SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

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

9. 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. SERVICE TAX

Service Tax as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law.

11. 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 taxes Govt except service tax . 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 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 receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroi etc.

Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/bidding contractor should bear the above fact in mind.

13. DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES

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

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

13.3 Extension due to modifications

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

13.4 Delays not due to Employer

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

- Any force majeure event referred to in Clause 20.0 or
- Any relevant order of court or
- Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control. The Engineer may grant such extensions of the completion period as in his opinion reasonable.

13.5. Delays due to Employer / Engineer

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

13.6 Delays due to Firm/Contractor and Liquidated Damages

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

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

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

13.7 Engineer's decision on compensation payable being final

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

13.8 Time shall continue to be treated as the essence of contract in spite of extension of time. It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Firm/Contractor.

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

14.1 Conditions leading to determination of¹ contract

l) 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 of¹ this contract, or
- f) abandons the contract, or
- g) persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h) fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to

complete the whole work or part thereof within time because of poor record of progress; or

- i) fails to take steps to employ competent and / or additional staff and labour, or
- j) promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- k) Suppresses or gives wrong information while submitting the tender.

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

- 14.2 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.

15. DETERMINATION OF CONTRACT ON EMPLOYER / ENGINEER'S ACCOUNT

- 15.1 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.

- 15.2 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.

16 FOSSILS ETC

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

17 LABOUR RULES

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

18. 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.

19 SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise between the Employer / Engineer and the Bidder 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:

19.1 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Bidder 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.

19.2 Conciliation/Arbitration

- 19.2.1 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.
- 19.2.2 If the Bidder is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Bidder 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 claimsof, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

- 19.2.3 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 atleast three names will be sent to the Bidder. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Bidder 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 Bidder.
- 19.2.4 In case, the Bidder opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Bidder 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.
- 19.2.5 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.
- 19.2.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 19.2.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 19.2.8 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 Bidder.

19.3 Settlement through Court

It is a term of this contract that the Bidder shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 14.1 and 14.2.

19.4 Suspension of work

The Obligations of the Employer, the Engineer and the Bidder 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 Bidder shall continue to be made in terms of the contract.

19.5 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.

19.6 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.

19.7 Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be AGRA only.

SECTION 4
SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

Name of work: - Providing **06 (Six)** nos of Spacious vehicles (Tata Sumo/Tata, Vista/Tata Safari/Scorpio /Xylo / Bolero /Tavera or equivalent model) and **02 (Two)** nos of Spacious vehicles INNOVA or Equivalent for 312 Hrs. per month, (i.e.12 hrs.per day) inclusive of fuel, Consumables, Driver, repairs, maintenance and Taxes etc. for project work of DFCCIL to run in the section between Kanpur and Khurja on Railway/DFCCIL alignment, as per Spl.Conditions of contract.

1. INTRODUCTION:-

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

- 1. PERIOD OF HIRING OF VEHICLE** -The Period of hiring of Vehicles for **24 months** Further extension of duration if any will be done by mutual consent.
- 2.** 06 (Six) Vehicle should of make as prescribed herewith such as Tata Sumo/Tata, Vista/Tata Safari/Scorpio /Xylo / Bolero/Tavera or equivalent model) and 02 (Two) nos of Spacious vehicles INNOVA or Equivalent.
- 3.** The Vehicle should be registered as a **“COMMERCIAL VEHICLE”** with Road Transport Office and contractor should submit relevant papers of registration of vehicle before starting the work
- 4.** The Tenderers shall quote monthly rate for hiring of the vehicle. The rate shall be deemed to inclusive of the following-
 - I.** All maintenance expenditure of the vehicle i.e. major repairs required for good running of the vehicle, lubricants. All consumables other than diesel, which shall be included as per Para (ii) below.
 - II.** Rate shall include cost of diesel/petrol for running of vehicle as per schedule per month.
 - III.** Rate shall include the driver’s salary and all types of taxes and fees payable except service Tax.
 - IV.** The rates quoted in **NS-1 and NS-2** shall also include **Toll Tax and Parking charges up to the limit of Rs.1500/-** per month. However in case the total amount of Toll Tax and Parking Charges exceeds Rs.1500/- in any month, the amount in excess of Rs.1500/-shall be reimbursed to the contractor as per actual, on submission of documentary proof for the total amount on this account, for a particular Month.
- 5.** Make of vehicle offered on hiring by the contractor should not be older more than **TWO YEARS** from the date of deployment of vehicle/commencement of work. The tenderer

shall supply the mechanically sound vehicle in perfectly good condition and vehicle shall be maintained in good condition and must have sufficient petrol/ diesel to travel 200 Kms at any point of time throughout the period of validity of contract so as to ensure satisfactory service under the contract. The DFCCIL shall have the right to reject the vehicle if not found in a satisfactory manner.

6.0 Payment & Penalty:-

- 6.1** Payment will be made on the basis of monthly billing as per quoted rate accepted by the DFCCIL for each vehicle for which proper record-keeping with counter signatures of concerned incharge has to be maintained by the supplier. Bill will have to be produced duly counter sign by user officer or his representative. The payment to the Contractor will be made through EFT/ECS.
- I.** The normal daily utilization shall be 12(Twelve) hours but in case vehicle is used beyond 12 hours in a day, no additional charges will be paid.
 - II.** In case driver has to made halt outside the place where vehicle is based, night allowance shall be payable @ Rs. 150/- per night.
 - III.** The firm shall ensure punctuality in booking and supply of vehicle round the clock. Even at short notice. In the event of breakdown of vehicle, contractor will provide alternate vehicle, otherwise proportionate amount for whole day will be deducted and penalty up to Rs 200/- will also be imposed.
- 6.2** If the Vehicle does not report for duty on any day or the driver/vehicle become untraceable at any point or time, proportionate payment for the day shall be deducted and a penalty up to Rs. 800/- shall be imposed in addition.
- 6.3** In Case of non-compliance of any of the conditions, a penalty up to Rs. 800/- per day shall be imposed on the defaulting contractor.
- 6.4** In Case of breakdown of vehicle en-route, cost of transporting the user concerned in charge of the vehicle to his destination shall born by contractor. If he fails to provide the alternate arrangement to transport the concerned in charge, the concerned in charge will hire any vehicle to reach the destination and charges paid will be deducted from contractor regular bill in addition to penalty.
- 6.5** Vehicle should be available on stipulated time which will be given to driver before night in case of delay penalty to the tune of Rs 500 will be imposed.
- 6.6 DELETED**
- 6.7** **Price variation of fuel will be given for diesel price when diesel will increase more than 10% from date of issue of LOA. Price variation will be compensated assuming the average of vehicle 12km/ltr for non AC and 10km/ltr for AC vehicle.**
- 7.0** **Definitions applicable for the purpose of hiring:**
- 7.1** One hour is of 60 minutes. For the purpose of payment of charges, a fraction up to 30 minutes shall not be taken into account and more than 30 minutes shall be considered as an hour.

- i) Day means a calendar day starting from 00 hours to 24 hours.
- ii) Vehicle means the vehicle specified as per schedule. The colour of the vehicle shall preferably be white with white colour back seat replaceable cover. The vehicle shall be based at respective place of requirement of vehicle.

➤ **Scope of work & duties.**

- The driver shall report to the concerned in charge to whom the vehicle is attached . the duty hours and KM shall be counted from the office of the concerned in charge on release of the vehicle for the day. In case of situation where this is not applied. The concerned in charge to whom the vehicle is attached shall decide the count of duty hours and KMs for both reporting and release of the vehicle.
- The vehicle shall have to be available on all days of the month continuously,if required. .
- The vehicle should report to the concerned in charge at 09:00 hrs sharp every day. However the reporting time may be changed by the concerned in charge as per requirement.
- Normal duty of driver shall be for 12 hours in day. Normal working hours shall be advised by the concerned in charge to the driver. The driver of the vehicle shall keep himself in contact with the concerned in charge.
- Even beyond the specified hours of utilization, the vehicle should be available at short notices in case of emergency requirement
- All tax liabilities will be of the owner of the vehicle and DFCCIL will not, in any way, be concerned with the same.
- The Drivers of the vehicles should be well mannered properly dressed and educated, preferably, with some knowledge of Hindi/English languages.
- The vehicle may have to go the sites of all types of roads including kachha road etc. the vehicle shall also be required to go along the DFCCIL embankment for approaching any desired km or site. Any excuses about condition/existence of the road will not be accepted.
- Contractor shall maintain separate log book in specified format which shall be signed jointly by the Driver and concerned in charge. It will be the sole responsibility of the Driver that log book is filled up daily and there is no cutting /overwriting. If there is any utting/Overwriting the same shall be attested by the concerned in charge using the vehicle.
- The tenderer shall ensure that all the meters particularly the odometer/speedometer and other devices of vehicle are always in working condition. In case if any defects are

pointed by the DFCCIL's authority the same shall be immediately rectified by the contractor so that the DFCCIL's work does concerned in charges shall be the final and binding on the contract.

- To avoid any mishap or accident during the operation of the vehicle, the tenderer shall ensure that only skilled driver having proper valid license with sufficient experience in their respective trade are deployed on job and are not put to over exertion as per labour laws.
- The interior of the vehicle including luggage boot (dicky) must be tidy with neat and clean loose seat covers and exterior. Also must be presentable. The tenderer shall provide a spare wheel and necessary tools in a good working condition.
- The drivers put on the job by the contractor must always possess valid driving license, registration papers road tax paid receipts, interstate permits & insurance etc.
- Vehicles should have permit for UP,Haryana& Delhi . If the permit forthe these threestates is not availavle, then the tenderer at his own cost as and when required shall obtain the same.
- Vehicle may have to ply anywhere in between Mugalsarai to New Delhi.
- Tenderer must give contact number available at the place where the vehicle is required to be based so that he can be contacted round the clock.

9.0 General

- 9.1 The Tenderer shall be liable to honour Central and State Govt. laws Statutory rules, regulations notifications like legislation, local self Govt./Municipal requirements etc and shall be solely responsible for any breach thereof. DFCCIL stands indemnified against any penalty/prosecutions consequent to the violations (deliberate or inadvertence) by the contractor or his employees, representative etc. of such statutory provisions in force.
- 9.2 The tenderer shall indemnify the DFCCIL against any or all claims, which may arise under the Motor Vehicles ACT or Workman's compensation Act or any other act or Stature having bearing over the services and for engagement of workmen, directly or indirectly for performance of work under the contract.
- 9.3 The DFCCIL reserves the rights to terminate the contract at any time without assigning any reason there of by giving one month notice in advance. The tenderer/s shall not be entitled for any extra rate on account of this.
- 9.4 The tenderer shall indemnity the DFCCIL and its employees against any penalties as PRINCIPAL EMPLOYER, for any failure of the tenderer to honour various Central/State Government laws/enactments.
- 9.5 Base of vehicle will be decided by DFCCIL tentatively. These vehicle shall have base at **Agra** however it can be altered as per requirement.

- 9.6** The contract shall be governed by the General Conditions of Contract and security deposit shall be deducted as per extant rule and income tax also.
- 9.7** In all matters related to the quality of Service, utilization of the vehicle within the agreed terms & condition etc. decision of DFCCIL shall be final and binding.
- 9.8** In case of any dispute regarding interpretation of any of the above quoted clauses, decision of CPM/Tundla will be final and binding of the contractor.
- 10.0** **QUANTITY VARIATION**

Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (+/-) 25% for each item. In case of variation in quantities beyond + 25%, the rates for the additional quantities beyond +25% variation shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

I/We have gone through the above terms and conditions and agree to abide by the same.

Signature of the Bidder

SECTION 5
SCHEDULE OF RATES & QUANTITIES

Name of Work:- Provision of 06 Non Ac & 02 AC Vehicle Nos. Vehicles, Toyota Qualis, Tavera, Inova, Scorpio, Bolero, Tata Sumo or similar SUV Vehicle for project work mainly between Kanpur to Khurja.

S.No	Description of work	App.Qty	Unit	DFCCIL'S estimated Cost	Total Estimated Cost
NS-1	Providing 06 (Six) nos of Spacious vehicles (Tata Sumo/Tata,Vista/Tata Safari/ Scorpio/ Xylo/Tavera or equivalent model) for 312 Hrs.per month,(i.e.12 hrs.per day) inclusive of fuel, Consumables, Driver,repairs, maintenance and Taxesetc. As per Spl.Conditions of contract.	144 Months	Per Vehicle month	33250/-	4788000
NS-2	Providing 02 (Two) nos of Spacious vehicles (Innova or equivalent model) for 312 Hrs.per month,(i.e.12 hrs.per day) inclusive of fuel, Consumables, Driver,repairs, maintenance and Taxesetc. As per Spl.Conditions of contract.	48 Months	Per month	41000/-	1968000
NS-3	Extra for running above 4000 Kms in a month 1500 Kms for AC Vehicles.	36000 KM	KM	12/-	432000/-
NS-4	Extra for running above 3500 Kms in a month 1000 Kms for 6 Vehicles.	144000 KM	KM	10/-	1440000/-
NS-5	Extra for running above 312 hrs in a month for all '8' Vehicles.	6912	Hrs	10/-	69120/-
Total Estimated Cost Rs.					8697120/-

EMD = 1,73,942.40 say 1,74,000.00/-

% (Percentage above/at par/below should be entered by the bidder/tenderer in figures and words. my rates are.

In words _____ % above/at par/ below

In Figures _____ % above/at par/ below

Note: -

- 1. Make of the vehicle offered on hiring by the contractor should not be older than than TWO years from the date of Deployment of vehicle.**
2. The rate(s) should be quoted in figures and words both.
3. If there is variation between the rate(s) quoted in figure and words, the rate(s) quoted in words shall be taken as correct and considered for evaluation of tender. If more than one or improper rate(s) is/are quoted/tendered for the same item(s), the tender is liable to be rejected.
4. Tendered(s) is/are required to quote his /their rates only on the prescribed tender document at prescribed place there in which is/are purchased from nominated DFCCIL office or down loaded form the web site of DFCCIL.
5. In case tenderer(s) revise his/their rates quoted in the prescribed tender from at prescribed place there in through a separate covering letter(s) or otherwise even before stipulated date/time of tender submission and if this revision is upwardly then lower of the rates will only be considered as offered rates by the tenderer and tender will be dealt accordingly for evaluation.
6. Credentials in the name of firm applying for work will only be considered.
7. Contractor should quote their rate considering DFCCIL's special conditions for this work, any change in above said condition by contractor will not be accepted.
8. IN CASE IF IT IS REQUIRED,TO INCREASE/DECREASE NO OF VEHICLES OR THE PERIOD FOR HIRING OF VEHICLE OF 24 MONTHS AS MENTIONED ABOVE MAY BE REDUCED/EXTENDED by 01 YEAR, if agreed by both the parties.

Mode of Payment :-

1. The Payment to contractor shall be made through bank transfer (NEFT/ECS).
2. The price quoted will be inclusive of service tax i.e service shall be deducted as applicable.
3. The part of driver's salary , minimum Rs 7000/-,shall be paid by cheque or ECS by DFCCIL and the same will be deducted from contractor's bill. The remaining part of driver's salary (as per prevailing local labour laws)shall be paid by the contractor to the driver after adjusting all mandatory deductions/ compensation etc.