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**Dedicated Freight Corridor Corporation of India**

( A GOVERNMENT OF INDIA UNDERTAKING )

**NOIDA UNIT**

**TENDER DOCUMENT**

**Name of Work: Hiring of Vehicles for DFCCIL under CPM/ NOIDA**

**Tender No. Noida Unit/DFCC/Vehicle/12/02**

Dedicated Freight Corridor Corporation of India Ltd.  
CPM/DFCCIL, D-89, 1<sup>st</sup> Floor, Sector- 2, NOIDA (GB Nagar)

**Dedicated Freight Corridor Corporation of India Ltd.**

(A Government of India Enterprises under Ministry of Railways)

PART- A

**NOTICE INVITING BIDS**

**CONTRACT FOR HIRING OF VEHICLES FOR DFCCIL under CPM/ NOIDA**

**Tender Notice No. Noida Unit/DFCC/Vehicle/12/2**

Sealed Bids in ***Single Packet system*** are invited from eligible reputed Taxi Operators for hiring of cars on monthly and daily basis for DFCCIL for a period of **three years extendable by additional one year**.

Qualifying requirements, provisions of the tender, EMD etc. are given in detailed bid Document available on DFCCIL website [www.dfcc.in](http://www.dfcc.in) and [www.dfccil.org](http://www.dfccil.org). Interested parties may obtain Bid Document from the office of CPM,DFCCIL,D-89, first floor, sector-2, Noida- 201301 on any working day between 11.00 hrs to 17.00 hrs and upto 13:00 hrs on 05-11-2012. The cost of work will be **Rs. 1,31,04,000/- (Rupees One crore thirty one lacs and four thousand only)** approximate. The cost of Bid document is **Rs. 5,000/-** (non-refundable) to be submitted in the form of DD or Pay Order only in favour of DFCCIL, payable at Delhi drawn on a scheduled or nationalized Bank. DFCCIL will not be responsible for non supply/non receipt of tender documents due to postal/courier delay. Tender shall be opened at 15.30 hours on 05-11-2012. If tender document is downloaded from website, cost of the tender document shall have to be deposited alongwith the bid, failing which, the offer shall be liable to be summarily rejected.

**CPM/ DFCCIL/ NOIDA**

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD  
**INSTRUCTION TO BIDDERS (ITB)**

SECTION- 1

**1.0 GENERAL INSTRUCTION**

DFCCIL invites bids for hiring of vehicles with all proper documents for travel within National Capital Region of Delhi (NCR) and outside Delhi in the states as given in schedule freely and other states as and when required. All bids shall be prepared and submitted in accordance with the instructions contained in these documents (hereinafter to be called as the bid documents).

The bids submitted after the time and date fixed for receipt of Bids as set out in the invitation to bid and not confirming to Notice Inviting Bids are liable to be rejected. Issuance of bid documents will not automatically mean that such parties are considered qualified. DFCCIL is not responsible for loss/delay of any tender in transit.

**2.0 SCOPE OF WORK (Requirement Specification)**

The agency (i.e. contractor/ agency) shall provide to DFCCIL, as per the terms & conditions of the contract specified herein, the required number of vehicles of the make and category as described herein below, and shall maintain offices at Delhi or NCR with adequate staff, telephone and fax facilities during the currency of contract. ***Non supply of vehicles as per the requirement or non-compliance of any of the conditions may result in invoking either whole or part of the contract performance guarantee, besides termination of the contract.***

Contractor shall provide good condition **2012 year model A/C Cars** of the following categories:-

**Spacious Vehicles like INNOVA, SCORPIO, XYLO or similar type model** as per DFCCIL requirement.

The vehicles shall be provided at DFCCIL office premises at NOIDA or at any other place intimated to the contractor for travel within & outside NCR area as and when required.

The agency shall press into service only good quality vehicles with good interior, noiseless drive and in perfect running condition as per DFCCIL requirement. The vehicles shall always be provided with decent upholstery, clean seat covers, and other basic fittings/ accessories for maximum comfort of passengers.

The contractor shall provide well-behaved drivers in proper uniform with valid driving license. The drivers provided must have at **least five years** experience of driving vehicles. The driver should also have some knowledge of car mechanism so that he could attend minor repairs and should be well conversant with ***roads and routes in Delhi & National Capital Region of Delhi (NCR)***. This shall be ensured by the contractor.

The vehicles should comply strictly with the provisions of pollution control in line with the decisions of Supreme Court from time to time and should also comply with statutory regulation issued by State Transport Authorities/Central Govt. etc. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Agency.

This scope of work is illustrative and shall be read in conjunction with “Special Conditions of Contract” (Section – 3).

### 3.0 VALIDITY OF PROPOSAL

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

### 4.0 QUALIFICATION REQUIREMENTS FOR BIDDERS

- (i) The bidder should have completed successfully at least **one work of similar nature** to that of this tender costing **not less than 35% of the advertised value** of the tender in the last three years. (i.e. current year and three previous financial years). **Meaning of similar work** of this tender is as under:

**“Supply of vehicles to the Govt. or Public Sector Undertakings on hiring basis.”**

**Note:** Tenderer has to submit certificate issued by concerned authorities as per following performa:

#### Performa for Experience Certificate

#### To whomsoever it may concern

M/s..... has supplied cars/SUV/MUV on hire basis to this department under agreement No ..... Dated ..... and completed the work successfully. Details of this work executed by M/s..... are as under :-

1. Name of work :
2. Agreement / contact No. and date :
3. Type of vehicles supplied :
4. Date of start of work :
5. Date of completion of work :
6. Total value of work done :

Name & Signature with seal of Dept.

- (ii) As a proof of sufficient financial capacity and organizational resources, the contractor should have received total payment, against satisfactory execution of completed and ongoing works of all types during preceding three years as per current ITCC/audited balance sheet of **not less than 150% of the advertised cost of work**.
- (iii) The bidder should have permanent office premises in Delhi/NCR with phones & mobile phones. Details regarding the same have to be filled in Form-1 provided with these documents which has to be submitted along with the Bid.
- (iv) The bidder should have at least 15(fifteen) Nos. of cars registered in the name(s) of proprietor/bidding firm. Copies of RC Books in favour of proprietor / firm shall be furnished with the bid by the bidder as documentary evidence in support of the above

### 5.0 EARNEST MONEY DEPOSIT (EMD)

Earnest Money Deposit of **Rs. 2,62,080/-** shall accompany the Bid. The EMD offered shall be in the form of a crossed Bank Draft / Bankers Cheque in favour of DFCCIL payable at Delhi.

***The bids not accompanied by EMD shall be summarily rejected.***

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

Earnest Money shall be forfeited in case of revocation of Bid or increase in rates or change (s) in any terms & conditions after opening of the tender and before the expiry of validity of the bid. EMD shall also be forfeited if the contractor refuses to enter into a contract after being awarded the contract or does not commence work immediately after the award.

## 6.0 SUBMISSION OF BIDS

**All bids shall be submitted “in sealed cover” in one packet only which should be super scribed as “Tender for hiring of vehicle”.** It should be accompanied by all the requisite documents alongwith EMD mentioned in the tender form. The bid should include the original bid documents duly signed and stamped.

## 7.0 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

The bidder shall quote rates in ‘Part-B – Price schedule’. ***The bid price shall include all the cost including all insurances & tax liabilities etc. but excluding service tax, entry/ road tax of states other than Delhi and U.P and also toll tax, which shall be payable by DFCC as applicable. (See General & Special Conditions of Contract – Section 2 & 3).***

The bidder shall quote in his Bid, rates in percentage below/above/at par as required in the Bid sheets, for the entire scope of work. ***Bids based on a system of pricing other than that specified shall be rejected.*** The bid prices shall be in Indian rupees only. Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure. All information in the bid shall be in English. Failure to comply with these requirement will render the bid liable for rejection.

The Bidders shall be registered with the Commissioner of Central Excise for the purpose of service –tax and shall furnish a copy of the Registration Certificate along with the bid documents. Contractor shall pay all income-tax, surcharge on Income Tax and any other Corporate Tax. Further, the contractor shall be liable and fully responsible for payment of all Indian duties, levies, service tax, VAT and any other taxes attracted/assessed on him under the provisions of the Indian laws.

DFCCIL shall not bear any tax liability under any circumstances whatsoever. DFCCIL shall deduct income tax or any other tax at source from all the payments to be made to the contractor in accordance with the provision of Indian tax laws, as applicable from time to time, and deposit the same to the concerned Govt. Authorities. Documentary evidence towards having paid the taxes to the Govt. shall have to be produced by the contractor, if so required by DFCCIL.

The vehicles should be valid to run in adjoining states i.e. Delhi, UP, Haryana, Rajasthan. ***The entry/ road tax of state and toll tax will be reimbursed by DFCC on actual basis against documentary evidence. However, no entry/ road tax for Delhi and U.P states (if any) will be borne by DFCC.***

***All the vehicles would not be required to go to Rajasthan state on regular basis.*** Therefore, DFCC would advise in writing that for how many vehicles, entry in Rajasthan on regular basis would be needed.

On the advise of DFCC, the ***contractor would deposit advance entry tax of states for 3 months at a time*** and would be required to submit the same to DFCC for claiming the reimbursement. The documentary evidence of payment of entry tax should always be available with vehicle & it would be the responsibility of contractor to ensure that at any time, vehicle does not remain without advance payment of entry tax & if any penalty is imposed on the vehicle due to non payment of entry/ road tax, the same would be to contractor's account & not on DFCC account.

## **8.0 SIGNATURE ON BIDS & DOCUMENTARY PROOF**

The bid must contain the full name, designation and (if any) complete address of place of business of the person(s) signing the bid. Satisfactory evidence of authority of the person signing on behalf of the Bidder should be furnished. (Annexure-A).

## **9.0 SECURITY DEPOSIT**

9.1 The successful Bidder shall submit the **security deposit of 5% of contract value** which will be recovered only from running bill of contract and no other mode of Bank Guarantee or FDR shall be accepted. The amount of security deposit will be retained till the 60 days period after the completion of contract. The security deposit is intended to secure the satisfactory performance of the entire contract. Failure to faithfully perform and carry out the various activities within the time period defined in the contract may result in invoking either whole or part of the contract performance guarantee. However, it is not to be construed as limiting the recoverable under the contract. In case the security deposit is invoked, contractor shall deposit the balance amount so as to maintain security deposit of 5% all the time till validity of the contract.

9.2 On acceptance of tender the successful tenderer shall have to submit **Performance Guarantee amounting to 5% of the contract value** in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of DFCCIL, New Delhi. The performance guarantee will be furnished after LOA has been issued but before signing of agreement and should be ***valid upto two months beyond expiry*** of the completion period. The agreement should normally be signed within 15 days after issue of LOA and same should be submitted within this time limit.

## **10.0 CHECK-LIST**

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

## **11.0 DEVIATIONS**

The contractors must comply with the tender specification and all terms and conditions of contract. No deviation shall be entertained. A certificate stating no deviations from the NIB or its amendments have been made is to be furnished.

## **GENERAL TERMS AND CONDITIONS OF CONTRACT**

### **SECTION- 2**

#### **1.0 VOLUME OF WORK**

The quality of vehicles mentioned in the schedule, is tentative and may very subject to the requirement of DFCCIL.

#### **2.0 DEFINITION OF TERMS**

- a. "Contract Documents' shall mean this bid document containing Instructions to bidders, General Terms and conditions of Contract, Special Conditions of Contract, Contracts proposal, minutes of clarifications to the extent they have been accepted by DFCCIL prior to the Award of the contract and Contract Agreement. A proforma of the agreement to be executed between DFCCIL and the contractor is given at the end of this section.
- b. "NCR Area" means Gurgaon, Delhi, Noida, Greater Noida, Ghaziabad and Faridabad.
- c. "Contractor/Agency shall mean the bidder whose bid will be accepted by DFCCIL and shall include such successful bidder's legal representatives, successors and permitted assigns, from time to time for the purpose of the contract.
- d. "Letter of Award" shall mean the official notice issued by the DFCCIL notifying the contractor that his proposal has been accepted.
- e. "Officer in Charge" shall mean DFCCIL officer dealing with the performance and operations of the contract.

#### **3.0 CONTRACTOR'S AGENTS/ EMPLOYEES**

No other person except Contractor's authorized representative shall be allowed into DFCCIL premises and they shall not do any private work other than their normal duties. Contractors shall be directly responsible for any/all disputes arising between him and his personnel and keep DFCCIL indemnified against all losses, damages and claims thereof.

The personnel engaged by the contractor shall be on the duty of the contractor/agency and under no circumstances shall be deemed to be on the duty of DFCCIL. DFCCIL shall have no relationship of Master and Servant or principal and Agent or nexus of any kind whatsoever with such staff deployed by the contractor/agency. Such staff shall not be entitled to claim any right, privilege or benefit from DFCCIL and in the event of any such claim, the contractor/agency undertakes to indemnify DFCCIL for any loss or damage, financial or otherwise.

The personnel engaged by the contractor shall be subject to security check by DFCCIL security staff while entering/leaving the premises. Such personnel shall have to abide by the instructions of the security staff and other officers of DFCCIL authorized in this behalf. Failure to faithfully follow instructions would be deemed infringement of tender conditions.

Contractor shall in no case lease/transfer/sublet/appoint caretaker for services without approval of DFCCIL, which DFCCIL in its discretion may or may not grant.



#### **4.0 DURATION OF CONTRACT**

The duration of the contract for work to be undertaken by the contractor is **3 (three) years** from the date of issue of letter by DFCCIL. A letter of date of start for each vehicle will be issued from DFCC/ NOIDA to mark the starting date of work of that vehicle. However, the contract may be extended for **a further period upto one year** on same terms and conditions at the sole discretion of DFCCIL. In case of extension, the contractor shall be bound to provide the service in the extended period on the same terms and conditions.

#### **5.0 AWARD OF CONTRACT**

DFCCIL will intimate the award of Contract in writing to the successful bidder. The contract will be awarded to the qualified, experienced and responsive bidder offering the lowest price in conformity with the requirements of these documents and DFCCIL shall be the sole judge in this regard.

Notwithstanding anything contained herein without prejudice to its rights, DFCCIL reserves the right to award one or more than one tender in full or part as and when felt necessary without assigning any reason or to hire vehicles from agency (ies) other than the empanelled agency, nearer to DFCCIL office or the point of start of travel in case the empanelled agency (ies) fail to provide agreed quality of vehicles/services at the rate, terms and conditions of the contract.

The bidders to whom this tender is to be awarded against this tender shall not be entitled to any compensation or consideration in case of such events. DFCCIL reserves the right of rejecting/accepting either the whole or any part of the proposal. The contractor shall be fully responsible and shall be bound to perform the job allocated to him at his quoted rates and terms and conditions that have been accepted by Agency.

DFCCIL reserves the right to assess bidder's capability and capacity to perform the contract from other sources, should the circumstances warrant such assessment in its overall interest.

#### **6.0 TAXES, DUTIES, LEVIES ETC.**

The Bidders shall be registered with the Commissioner of Central Excise for the purpose of service -tax and shall furnish a copy of the Registration Certificate. Contractor shall pay all income-tax, surcharge on Income Tax and any other Corporate Tax. Further, the contractor shall be liable and fully responsible for payment of all Indian duties, levies, service tax, VAT and any other taxes attracted/assessed on him under the provisions of the Indian laws. DFCCIL shall not bear any tax liability under any circumstances whatsoever.

DFCCIL shall deduct income tax or any other tax at source from all the payments to be made to the contractor in accordance with the provision of Indian tax laws, as applicable from time to time, and deposit the same to the concerned Govt. Authorities. Documentary evidence towards having paid the taxes to the Govt. shall have to be produced by the contractor, if so required by DFCCIL.

- 6.1** The vehicles should be valid to run in adjoining states i.e. Delhi, UP, Haryana, Rajasthan. ***The entry/ road tax of state and toll tax will be reimbursed by DFCC on actual basis against documentary evidence. However, no entry/ road tax for Delhi and U.P states (if any) will be borne by DFCC.***

***All the vehicles would not be required to go to Rajasthan state on regular basis.*** Therefore, DFCC would advise in writing that for how many vehicles, entry in Rajasthan on regular basis would be needed.

On the advise of DFCC, the ***contractor would deposit advance entry tax of states for 3 months at a time*** and would be required to submit the same to DFCC for claiming the reimbursement. The documentary evidence of payment of entry tax should always be available with vehicle & it would be the responsibility of contractor to ensure that at any time, vehicle does not remain without advance payment of entry tax & if any penalty is imposed on the vehicle due to non payment of entry/ road tax, the same would be to contractor's account & not on DFCC account.

## **7.0 TERMINATION OF CONTRACT**

If at any time the contractor makes any default in proceeding with the work with due diligence and continues to do so even after the notice in writing is served on him or commits any default in complying with any of the terms and conditions even after the notice in writing is given on that behalf by the Officer-in-charge,. DFCCIL may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to DFCCIL by written notice, terminate the contract as a whole or a part of the Contract.

## **8.0 EFFECT AND JURISDICTION OF CONTRACT**

The contract shall be considered as having come into force from the date the agency is empanelled by DFCCIL.

The laws applicable to this contract shall be the laws in force in India. The Courts of Gautam Budh Nagar (UP) shall have exclusive jurisdiction in all matters arising out of and under this contract.

## **9.0 ARBITRATION**

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996.

Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

## **10.0 INSURANCE**

DFCCIL shall not entertain any claim arising out of mishap, if any, that may take place. The contractor shall be fully responsible for any loss or damage to the vehicle or occupants and shall be liable to pay full compensation for any injury or any other loss to passengers. DFCCIL shall neither be responsible nor liable to pay any compensation for injury/death caused to the operating staff in the event of any accident while on contractor's duty.

In case of any third party claim against DFCCIL for any act of the employees of the contractor/agency, the contractor/agency shall act as guarantor and indemnify DFCCIL to the extent of all claims and expenses. **The following insurance shall be maintained by the contractor at its cost.**

### **10.1 WORKMENS COMPENSATION INSURANCE**

This insurance shall protect the contractor and DFCCIL against all claims applicable under the Workmen's Compensation Act 1948. This policy shall also cover the contractor against claims for injury, disability, disease or death of his or his sub-contractor's workmen which for any reasons are not covered under the Workmen's Compensation Act. The liability shall not be less than the statutory workmen's compensation provision and Employees liability provisions.

### **10.2 VEHICLE INSURANCE**

The vehicles leased to DFCCIL must be fully and comprehensively insured covering the risk to the driver and all passengers also. The insurance shall protect the contractor and DFCCIL against all risk, claims for loss, injuries, disability, disease and death of members of public including DFCCIL men, and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such vehicles.

### **10.3 GENERAL LIABILITY INSURANCE**

This insurance shall protect the contractor and DFCCIL against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission or commission on the part of the contractor, his agents/representatives and sub-contractors. This insurance shall also cover all the liabilities of the contractor arising out of the clause entitled 'Defence of Suits' under General Conditions of Contract.

The above are only an illustrative list of insurance covers normally required, and it will be the sole responsibility of the contractor to maintain all necessary insurance coverages to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance of the contract.

### **11.0 DEFENCE OF SUITS**

If any action in court is brought by a third party against DFCCIL or an officer or agent of the DFCCIL for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents/representatives or his sub-contractors, drivers or employees, the contractor/agency shall in all such cases be responsible and indemnify and keep DFCCIL and/or his representative harmless from all losses, damages, expenses or decrees arising out of such action.

### **12.0 PAYMENTS**

Payment shall comprise rate as per final contract price and reimbursement costs as detailed in Price schedule and there shall be no other payments. This clause shall be read in conjunction with Clause 3.0 of SCC (section 3). Contractor shall be solely responsible for payment of wages/salaries and allowances to his personnel that are payable or might become payable under any new Act or order of Government and also comply with all the statutory laws/acts i.e. PF, ESI etc. relating to their employees. DFCCIL shall have no liability, whatsoever, in this regard.

**SPECIAL CONDITIONS OF CONTRACT**

SECTION- 3

**1.0 RESPONSIBILITY OF THE CONTRACTOR**

The contractor shall provide good condition 2012 year model vehicles as per DFCCIL requirement with skilled and well behaved drivers in proper uniform having knowledge of routes, minor repairs of cars and holding valid driving licenses. The drivers provided must have **at least five years experience** of driving vehicles. All the cars shall carry stepney and toolbox. Drivers of the vehicles are required to be invariably provided with mobile phones in perfect working condition for all types of vehicles whether hired on daily or monthly basis. Driver shall on reporting hand over a card containing the Name of the Driver, Vehicle No. and his mobile number to the user.

One or more than one vehicles depending upon the requirement of the company can be called at any time during day and night. The cars shall be provided at a place intimated to the Contactor/Agency for travel within or outside NCR as and when required on daily/monthly basis.

If the vehicle does not report at the requisitioned time or is not found in good condition, the vehicle may be rejected and sent back. Besides, receiving no payment for such rejected vehicles(s), the contractor/agency will become liable for action under terms and conditions of the contract.

**1-A *No change of vehicle(s) or driver(s) will be allowed without the prior permission of DFCCIL.*** All the Vehicle(s) shall always carry first aid box and mandatory spares vis. Tool Kit, Fuses, Spark plugs, fan belts, fire extinguisher, torch, umbrella, etc. The Contractor/service provider shall be responsible for complying with legal and labour provisions prescribed by Government of India which shall include Income Tax, Accidents, ESI, PF, Contract Labour and Abolition Act etc. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.

In case of breakdown of the vehicle the contractor shall provide the replacement (of same category) within a reasonable time failing which the touring executive(s) will be entitled to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.

All kinds of repairs/maintenance costs, charges of fuels, oil, lubricant, mobile phone charges, fee towards licenses/registration taxes, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration.

The contractor shall also provide a copy of all the necessary documents, viz. copy of the RC, Driver's License, Insurance Cover etc. at the time when a vehicle is leased through him on monthly basis or any other relevant document relating to vehicle and its operation as and when desired by DFCCIL.

**1-B** The contractor/service provider shall ensure that the antecedents of the driver reporting for duty are verified by Police and he is in possession of the same while on duty. Driver should have relevant and valid driving license and he should be in possession of the same while on duty. All the drivers deployed by the Contractor/Service Provider on the vehicle(s) must have minimum 5 years of driving experience in Light Motor Vehicle Category. The Drivers shall abide by the rules laid down by Motor Licensing Authority and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of the passengers. Any challan/penalty imposed on the driver will be borne by the contractor/service provider.

In case of any accident, all the claims arising out of it will be met by the Contractor/service provider. The drivers must also observe all the etiquette, protocol and extend usual courtesy (like carrying office bags/files to the concerned chambers, etc.) while performing the duty. They must be neatly dressed, should wear proper uniform and must carry a photo identify card provided by the Contractor/service provider apart from carrying mobile phone in working condition, for which, no separate payment shall be made by DFCCIL.

***Vehicles provided by the Contractor to DFCCIL shall use diesel / petrol only with proper entries in RC. If any vehicle provided to DFCCIL is found to be using any other fuel except the one declared, the Contract shall be terminated forthwith besides invoking Contract Performance Guarantee and further action under the terms and conditions of the contract.***

## **2. VEHICLE REQUISITIONING AND DUTY SLIP**

Booking made by authorized DFCCIL Officials shall only be considered for purpose of payment. The Contractor shall maintain the duty slip for every trip/requisition giving all the details viz. vehicle no., make, name and designation of requisitioning officer, reporting and releasing place, starting and closing kms, and time, etc. The duty slip duly filled in should be got signed by the user. It should be ensured that there is no overwriting in the duty slips. Tampering with the contents of the duty slips would be viewed very seriously. In no case duty slip without signature will be accepted for payment unless specifically intimated in advance.

## **3. PRICE VARIATION / REVISION**

Rates granted for monthly usage should ***exclude the dead mileages*** i.e. garage to point of duty and back, which should not be part of the overall Kilometerage. No mileage will be claimed for drivers' lunch / breakfast or drawal of petrol / diesel etc. **Each outstation duty will be given weightage of maximum 12 hrs. per day.**

Revision of the fare due to increase/decrease in the Petrol/Diesel prices shall be considered by DFCCIL if the increase/decrease announced by Govt. is **10% or more**. In the event of increase/decrease in the price of fuel, the rates quoted will be **proportionately increased/ decreased by ¼<sup>th</sup> of the percentage increase/decrease in the price of fuel**. The variation (increase/decrease) of fuel price will initially be compared with the price of fuel on the date of commencement of contract. Subsequently, updated/modified rates will be considered for comparison. For this purpose the Contractor has to furnish a list of petrol/diesel driven vehicles on a monthly basis to DFCCIL along with the bills. Contractor service provider has to certify on monthly bill that there has been no decrease of 10% or more in the fuel prices during the period of the bill vis-a-vis prices of fuel at the time of last revision of rates.

The per km rate would be subject to price variation condition mentioned above and per hour rate indicated in price schedule would apply for the first 12 months from the date of commencement of work. Thereafter, it would be **increased by 5% every 12 months**, over the previous 12 months rate.

#### 4 PAYMENT AND REIMBURSALS

The agency shall submit bills, in duplicate, to the Administration Department along with duty slips and monthly statement of journey. Efforts shall be made for payment to be released to the agency through ECS/EFT within 15 days on receipt of bill complete in all respects. TDS as applicable shall be deducted from the bills of the agency. Bills having cutting and over-writing shall not be entertained unless authenticated by the user. No advance payment shall be made under any circumstances.

The agency shall give consent in a mandate form for receipt of payment through ECS/EFT/RTGS. Charges if any will be on account of the contractor.

The agency shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. and Bank and Branch Code as appearing on MICR cheque including IFSC code issued by the Bank.

The agency shall attach certificate from their Bank certifying the correctness of all the information mentioned in above Para.

*In case where ECS/EFT facility is not available, payment shall be released through Cheque.*

***In case of vehicles leased on monthly basis as well as for daily/ day to day basis for DFCCIL for Officers/project work, the residence of officer concerned/reporting place shall be taken as the starting and closing point for the purpose of counting time and mileage. DFCCIL will pay only for actual use from point to point in case of vehicles leased on monthly basis and not for the dead mileage i.e. from/to garage running shall not be paid.***

Parking charges, Toll Tax, DND charges, Passenger tax which are specifically related to and incurred in connection with a particular journey performed at the behest of the user shall be reimbursed as per actual by DFCCIL on certification by the user on submission of documentary proof. ***State Entry Tax for journey will be reimbursed by DFCCIL for all states (Except Delhi and U.P) as specified in the Schedule of Rates.***

**The hiring charges on monthly basis will be for 3000 kms and 312 hrs with six days a week working.** The day of weekly rest will be determined by using officer.

**The night charges for vehicles hired on monthly basis will be Rs.100/- per night. (night hours 0 to 6AM). However, for out station duty, the charges will be Rs. 300/- per day inclusive of night charges.**

#### 5. NON-PERFORMANCE OF THE CONTRACT CONDITIONS-PENALTY

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

In case of non-reporting/refusal to provide the requisite car against defective vehicle within 2 hrs, the same shall be hired from any other source (s) at the risk and cost of the agency without any notice in writing.

In addition to this, in case of any discrepancy in service viz. non-reporting, late reporting, non provision of requisite car, driver not fully conversant with routes, driver not behaving properly, AC not working, car not as per specifications etc., DFCCIL shall be at liberty to impose **a penalty of minimum Rs. 1000/- per incident** in case of vehicles requisitioned on daily or monthly basis or as decided by the officer-in-charge. In case of recurrent non-reporting/ refusal, DFCCIL shall also be at liberty to take such action against the Contractor as it may deem fit, which besides invoking either whole or part of the Contract Performance Guarantee, may even be termination of the contract

The vehicles will be kept in neat & clean and perfect condition. Vehicle will be regularly inspected by nominated officers, in case of non-compliance of any of the conditions, **a penalty of minimum Rs. 1000/-** per occasion shall be levied and deducted from the bill on hand.

#### **6. METER TEMPERING**

Agencies would ensure proper sealing of milometer. DFCCIL reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering/manipulation of meter reading and misbehavior of driver shall be viewed seriously, leading to even cancellation/termination of contract and forfeiture of security deposit. In the event of any error/fault in the meter being noticed, DFCCIL reserves the right to adjust the bill for the journey undertaken (including those undertaken earlier) besides any other penal action. **A penalty equal to one month hiring charges** for that vehicle shall be imposed for meter tempering on each occasion.

#### **7. STATUTORY REQUIREMENTS**

The vehicles sent to DFCCIL office on requisition by DFCCIL official must have all relevant documents like Registration Certificate/Driving license/Insurance Cover/Road Tax Receipt /Permit, Pollution certificate etc. The vehicle should be licensed and shall have valid permits for plying in states as specified in schedule at all the times. In addition to Delhi in case of local journey, the vehicles should conform to all Govt. rules and regulations in force from time to time which shall be ensured by the contractor/agency.

The driver should abide by the rules laid down by Transport Authority or any Authority relevant to the subject and should always strictly follow the Traffic Rules and Regulations so as to ensure safety of the passenger(s)/others.

Compliance of all statutory obligations viz. Industrial Dispute Act, Workmen's Compensation Act, etc. shall be the obligation of the contractor and the contractor shall indemnify and shall always keep DFCCIL indemnified against any liability falling on DFCCIL due to non-compliance of statutory obligations by the contractor or any of its agents/servants/drivers or for any reason whatsoever. The agency will be responsible for the conduct of their staff.

**PROPOSAL**

To  
Chief Project Manager,  
DFCCIL, NOIDA

- 1. Sub: PROPOSAL FOR HIRING OF VEHICLE FOR DFCCIL

Dear Sir,

I/We, the undersigned (hereinafter called "The Bidder"), having read & examined all the sections of Part-'A' and Part 'B' of these documents alongwith **Notice Inviting Bids** in connection with the above mentioned works, offer to execute and complete the whole of the said work if awarded to us, in conformity with the said Bid documents.

I/We hereby submit our bid and undertake to keep our bid for above work valid for a period of three (03) months from the date of opening of bid. We hereby further undertake that during the said period I/We shall not vary/alter or revoke my/our bid.

Unless and until a formal agreement is prepared and executed, this offer together with your written acceptance thereof shall constitute a binding contract between us. We understand that DFCCIL is not bound to accept the lowest or any offer it may receive. If our offer is accepted, we undertake to complete the whole/ or part portions of the work as awarded to us within the time stated herein.

The particular of our Organization & other relevant details are enclosed.

Signed.....

In the capacity of.....

Duly authorized to sign offers for and on behalf of

Bidder's Name



**ANNEXURE-B****CHECKLIST**

Bidders Name: .....

<b>SN</b>	<b>Items Description</b>	<b>Reference</b>	<b>Enclosed</b>
1	Earnest Money Deposit	Clause 5.0 Section-1	YES/NO
2	Qualification requirements for bidders	Clause 4.0 Section-1	YES/NO
3	Registration Certificate of Service Tax	Clause 6.0 Section-2	YES/NO
4	Copy of Partnership deed or Article of Association or ownership certificate	Clause 8.0 Section-1	YES/NO
5	Brief details of the bidder	Form-1	YES/NO
6	Proposal in original (duly signed & stamped)	Annexure-A	YES/NO
7	Check-list	Annexure-B	YES/NO
8	Certificate of no deviations.	Clause 11.0 Section-1	YES/NO
9	Authorization letter in favour of person signing the bid documents	Clause 8.0 Section-1	YES/NO
10	Price Schedule	Appendix- A	YES/NO

**BRIEF DETAILS OF THE BIDDER**

1. Name of the agency and address
2. Person to be contacted
3. Designation
4. Telephone Nos. (office /taxi stand -in Delhi)
5. Mobile No.
- 6 Fax Nos.
7. Category of Firm: Whether Partnership / Ltd. Co./Sole or proprietorship , etc.
8. Annual Turnover
  - Year 2009-10
  - Year 2010-11
  - Year 2011-12
9. Type of Taxies owned
  
10. Details of Vehicles.
  
11. No. of skilled Drivers
  
12. Year of Commencement of Business

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

Signed.....

In the capacity of.....

Duly authorized to sign offers for and on behalf of

Bidder's Name

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD

NOIDA UNIT

**PART- B**

**PRICE SCHEDULE**

**Name of Work: Hiring of Vehicles for DFCCIL under CPM/ NOIDA**

**Tender No. Noida Unit/DFCC/Vehicle/12/02**

Dedicated Freight Corridor Corporation of India Ltd.  
CPM/DFCCIOL, D-89, Floor, Sector- 2, NOIDA- 201301 (GB Nagar)



**Rates to be quoted on monthly basis**

S N	Make/Model of the vehicle	Present Require ment	Mode of Fuel	Rate per month with one weekly rest (3000 km/ 312 hrs)
1	Spacious 2012 year model AC vehicles like Scorpio, Innova, Xylo or similar type model as acceptable to the DFCC Incharge) with all taxes paid.	7 (seven)	Diesel/Petrol Only	<b>Rs 52,000.00</b>

**The rate will be..... % (percentage) below/above/at par. (In figures -to be filled by the bidder)**

**Note:**

1. ***The additional charges for usage over 3000 KM/ 312 hrs will be paid at the rate of Rs. 13.5/ Per KM & Rs. 18 Per hour, subject to price variation clause mentioned in clause no-3 of section 3.***
2. Contractor/Service provider has to quote a single flat percentage above, below or at par the rate given in the above mentioned table. This flat percentage will be applicable for all the categories of vehicles.
3. The duty outside NCR including night stay outside will be considered maximum of duty of 12 hrs per day.
4. Rates will be subject to Price variation clause as mentioned in terms and conditions. (Para 3 of section 3)
5. The above rates are inclusive of all taxes (except entry tax & toll tax) which are required to be paid by bidder. Entry/ road tax (except Delhi & U.P States) & toll tax **would be borne by DFCC on actual basis against documentary evidence. The procedure of reimbursement of entry/ road tax & toll tax would be as given in relevant clauses of tender document. (clause no.7 of section 1)**

Signature of Bidder with seal

Continued--