



Dedicated Freight Corridor Corporation of India Limited

(A Govt. of India PSU under Ministry of Railways)

(7th Floor, New Administrative Building, D. N. Road, Mumbai – 400001)

Tender No. : MUM/EN/VEH - HIRE/201 - A

CONTRACTOR



DFCCIL
For CPM
DFCCIL, Mum

DFCCIL
Engineering Department

TENDER DOCUMENT

Tender No. : MUM/EN/VEH - HIRE/201 - A

Name of work : Hiring of Two Tata Sumo or Similar Four Wheeler AC vehicles for the official use by ACPM (S&T) & Dy.CPM/Engg, of DFCCIL, Mumbai.

Approximate Cost : Rs.19,68,000/- (for 2 years)

Submission of EMD : **Rs. 40,000/-**

Completion period : 24 (Twenty Four) months

Date & Time of submission : 25/03/2013 up to 15.00 hours

Date & Time of opening : 25/03/2013 at 15.30 hours

Name of Tenderer : _____

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DFCCIL, Mum

DFCCIL

TENDER DETAILS

Tender No. : MUM/EN/VEH - HIRE/201 - A

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Issued to : _____

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CONTRACT DETAILS (Format)

Tender No. : MUM/EN/VEH - HIRE/201 - A

Contract Agreement No. :

Name of work : Hiring of Two Tata Sumo or Similar Four Wheeler AC vehicles for the official use by ACPM(S&T) & Dy.CPM/Engg, of DFCCIL, Mumbai.

Value of work :

Date of Acceptance :

Completion period : 24(Twenty Four) months

Date of Commencement :

Date of Completion :

Name of Contractor :

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Dedicated Freight Corridor Corporation of India Limited

(A Govt. of India PSU under Ministry of Railways)

(7th Floor, New Administrative Building, D. N. Road, Mumbai – 400001)

Tender No. : MUM/EN/VEH - HIRE/201 - A

TABLE OF CONTENTS

- Section 1.** General Conditions of Contract
- Section 2.** Special Conditions of Contract and specifications
- Section 3.** Scope of Work.
- Section 4.** Schedule of Quantity

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**For CPM
DFCCIL, Mum**



डेडिकेटेड फ्रेट कोरिडोर कॉर्पोरेशन ऑफ इण्डिया लि.
(भारत सरकार का उपक्रम)
Dedicated Freight Corridor Corporation of India Ltd.
(A Govt. of India Undertaking)

7th Floor., C.Rly., New Admn. Bldg , D.N.Rd., Mumbai – 400001, Tel. 022 – 22634185, Tel/Fax 022 - 22634184

Forwarding letter by Tenderer

To,
Chief Project Manager,
DFCCIL, Mumbai.

Tender No. : MUM/EN/VEH - HIRE/201 - A

Name of the work : **Hiring of Two Tata Sumo or Similar Four Wheeler AC Vehicles for the official use by ACPM(S&T) & Dy.CPM/Engg of DFCCIL, Mumbai.**

- I /We have read the various conditions of tender attached hereto I/We agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our 'Earnest Money'. I/We offer to do the work ad set out in the Bid Document. I/We also agree to abide by the General condition of the contract and to carry out the work according to special conditions as laid down by the DFCCIL Administration for the execution of present contract.
- A Sum of Rs..... /- (Rs only) has been forwarded as Earnest Money. The value of the earnest money shall stand. Forfeited without prejudice to any other rights or remedies if:
 - I/we do not execute the contract agreement within **07 days** of issue of the acceptance letter by the DFCCIL Administration that such documents are ready.

OR

 - I/We do not commence the work within **15 days** after receipt of orders to that effect.
- Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

.....
Signature of Witness

.....
Signature of Tenderer(s)

Tenderer/s address :

Date :

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Section 1

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 General conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. 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.

1.1 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

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special conditions, specifications, designs, drawings, priced 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 all its accompaniment and those later incorporated in it by internal consent.

- i) The "Contractor/ consultant" 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 (otherwise 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, lightning 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.

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1.2 SUBMISSION OF BIDS

- a) In case Tender opening date is declared as holiday, tender will sold / received upto 15.00 hrs on next working day and will be opened at 15:30 hrs. on that day.
- b) All bids shall be submitted in accordance with the instruction contained in these documents (hereinafter called as tender documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- c) The bid submitted / received after the time and date fixed for receipt of Bids as set out in the documents are liable to be rejected.

Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case tenderer/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. Railway will not take cognizance of any other conditions / variations from the tender stipulations mentioned at any other place in the tender documents.

1.3 PRICE VARIATION / REVISION

Due to increase / decrease in fuel prices, the rates per KM will be adjusted as per formula $[P1 - P2] / 10$, where P1 is the current rate of petrol / Diesel as applicable during the currency of the contract and P2 is the price of petrol / Diesel on date of tender opening. The revision of rates will be done as per the formula both ways, [increase as well as decrease] taking effect from the first day of the month, following the month in which the fuel prices are revised unless the revision take place from the first day of a month. The contractor will have to submit a certificate from the oil company / petrol / Diesel dealer on their letter head, certifying the current / prevailing petrol / Diesel prices or newspaper cuttings from Economic Times / Financial Express in support of variation of fuel prices in a particular month, along with the monthly bills.

2. Mobilization Advance: - Not applicable

3. SECURITY DEPOSIT / EARNEST MONEY DEPOSIT

The tenderer has to submit Earnest Money of Rs. 40000/- (Forty Thousand) along-with the Tender Documents. The total Security deposit will be equal to 10% of the contract value. The earnest money of successful tenderer will be converted as a part of Security deposit and balance security deposit will be recovered from the on account bills @ 10% of the bill amount in case the same has not been deposited by the successful tenderer.

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The security deposit shall be returned to the contractor without any interest after successful completion of the work.

4. SUPERVISION AND SUPERINTENDENCE

4.1 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.

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 Railway / 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.

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7. LAWS AND REGULATIONS:**a. Governing Law:**

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

b. Resolving the disputes:

In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Managing Director, DFCCIL, shall be the final and binding.

8. SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT**Contractor's Responsibility for Safety:-**

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 State and Central Government except Service tax. Service tax will be paid by DFCCIL as per prevailing rate.

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However, the contractor has to be submit the documentary evidence for payment of the same to Central / State Government on quarterly basis.

The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be 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

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.

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.

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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.

Delays not due to Employer

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

- a. Any force majeure event referred to in Clause 21.0 or
- b. Any relevant order of court or
- c. Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control. The Engineer may grant such extensions of the completion period as in his opinion reasonable.

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.

Delays due to Firm/Contractor and Liquidated Damages

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

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

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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.

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.

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

a. Conditions leading to determination of contract

i. If the Firm/Contractor

- a. becomes bankrupt or insolvent, or,
- b. makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d. has execution levied on his goods or property or the works, or
- e. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- f. abandons the contract, or
- g. persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i. fails to take steps to employ competent and / or additional staff and labour, or
- j. promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- k. Suppresses or gives wrong information while submitting the tender.

In any such case the Engineer on behalf of the Employer may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as

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aforesaid to the entire satisfaction of the Engineer, the Employer shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

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

Entitlement of Employer / Engineer

In cases described in sub-clause 19.1 (ii) above, the Employer / Engineer shall be entitled to:

- a. Forfeit the whole or such portion of the Performance Security amount, as he may deem fit, and
- b. Recover from the Firm/Contractor the cost of carrying out the balance work in excess of the sum, which he would have been paid, according to the certificate of the Engineer, if the works had been carried out and completed by the Firm/Contractor under the terms of the contract. Such certificate shall be final and binding upon the Firm/Contractor. The amount to be recovered may be deducted by the Employer / Engineer from any other moneys due to the Firm/Contractor alone or jointly under this or any other contract.

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

The Employer / Engineer shall be entitled to determinate the contract, at any time, should, in the Employer / Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer / Engineer of such termination and reasons therefore, shall be conclusive evidence thereof.

In case of determination of contract on Employer / Engineer's account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of Employer / Engineer. The decision of the Employer / Engineer on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit

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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 / damaging any such article and shall immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out Engineer's order, at own expenses, the disposal of the same.

17. LABOUR RULES

The contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences.

The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by 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. PERFORMANCE GUARANTEE

18.1 The successfully bidder should give a performance guarantee in any of the acceptable form amounting to 5% of the contract value.

18.2 Performance Guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, not before signing of the agreement The agreement should be signed within 15 (fifteen) days after the issue of LOA and performance Guarantee should also be submitted before signing the contract agreement. This Guarantee shall be initially valid upto to the stipulated date of completion period plus 60 days beyond that. In case the time of completion of work gets extended, the contractor shall get the validity of PG extended to cover such extended time for completion of work plus 60 days.

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18.3 The performance shall be released after the physical completion of the work based on the Completion certificate issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.

18.4 Wherever the contract is rescinded, the Security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any JV/Partnership firm.

18.5 The Engineer shall not make claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the engineer may claim the full amount of the Performance Guarantee.
- ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
- iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

19. 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,

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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.

20. SETTLEMENT OF DISPUTES

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

21.1. Mutual Settlement

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

21.2 Conciliation/Arbitration

21.2.1 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.

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

21.2.3 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 Consultant. Such persons may be working / retired employees of the Employer who had not been connected

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with the work. The Consultant 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 Consultant.

21.2.4 In case, the Consultant 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 Consultant 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.

21.2.5 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.

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

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

21.2.8 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 Consultant.

21.3 Settlement through Court

It is a term of this contract that the Consultant 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.

21.4 Suspension of work

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

21.5 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.

21.6 Exception

For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, and Govt. of India shall be followed.

21.7 Jurisdiction of Courts

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

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Section II

Special Conditions of contract

1. The rates shall be inclusive of all charges and taxes leviable by the State / Central Govt except service tax.
2. All other terms and conditions, which are embodied in the tender documents and which will be signed by the contractor, shall be deemed and taken to be part and parcel of the agreement.
3. Rates are inclusive of salary of driver, and all other benefits as admissible to driver, fuel, lubricants, toll tax, parking charges and all the other maintenance required for running of vehicle.
4. The rates of hire are inclusive of road tax, govt. levies and charges for inspection certificates as per statutory requirements.
5. The road vehicle should be in good condition and should not be more than 2 years old. Vehicle should not have history of accident and shall not have any dent mark or other spots on the body. Vehicle shall be suitable for running on both types of road i.e. kutcha & pucca road. The vehicle should have taxi/tourist permit.
6. If a vehicle is out of order or under schedule maintenance , an alternative vehicle Tata Sumo or similar vehicle shall be made available , failing which penalty of Rs 1,500/- (One thousand Five hundred only) per day will be imposed.
7. The driver has to be well conversant with the road network of Mumbai – Area, particularly South Mumbai, JNPT-Pavel-Diva, Diva-Vasai ,Virar-Bhilad Road.
8. Punctuality in attendance and disciplined behaviour is of utmost importance for the driver. In case the driver is not found to the satisfaction of DFCCIL's official / officer the same shall be changed by the contractor forthwith, failing which a driver from the market would be arranged by the DFCCIL and double the salary of hired driver shall be charged from the contractor.
9. The rates are inclusive of all major / minor repairs, servicing of vehicles, cost of lubricants and any other consumables and driver's salary and allowances required from time to time, all taxes, duties, incidental charges, penalties etc. as imposed by central/state /local govt. bodies for running of vehicles, toll tax etc.

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10. Vehicle shall be required for full calendar months including Saturdays and Holidays. Maintenance rest will be provided normally on all Sundays. In case of existence and emergencies, the vehicle can be called on Sundays also. For each such Sunday either a compensatory maintenance rest will be provided or an extra amount of Rs. 150.00 shall be paid. Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extent laws for which no extra payment will be made.
11. Further, during emergencies, the driver shall report for duty within 45 minutes even his off hours on call, failing which a penalty of Rs 200/- per 15 minutes daily will be deducted from bills.
12. Vehicle will be required generally for 12 hours every day, which will normally be from 8:00 to 20:00 hrs .However, occasionally timing, may vary which will be indicated a day in advance. Tenderer should provide 24 hrs contacts number (Mobile phone) on which such information can be given. Further the driver of the vehicle should be provided with a mobile phone having Incoming & out going facility at contractor's own cost.
13. Vehicle shall have to report at mentioned place and time. Any delay in reporting will be considered as absence for the day. Nominated place may be changed once in a month, if required.
14. In case of vehicle not turning up for duty any day, an amount of Rs 1500/- will be recoverable from the contractor as a penalty, in addition to the deduction of proportionate payment for per day hire charges.
15. Frequent changing of driver or vehicle will not be permitted. No accommodation will be provided to the driver by DFCCIL. He has to make his own arrangement for lodging and boarding.
16. The contractor shall be completely responsible for the safe running of the vehicle. DFCCIL will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver.
17. Contractor shall have to maintain logbook in approved proforma by engineer in-charge which shall have to be filled daily and presented to DFCCIL's authorized representative for signature. Timing and Kilometre reading shall be noted everyday at the time of reporting at nominated place and release from place. No payment shall be made for any extra movement to and fro from garage etc.
18. Railway may provide open parking space during day time but parking shall be purely at contractor's risk. Night time parking will be responsibility of contractor.
19. Payment of hiring charges will be made once in a month in the form of cheque on submission of bill and after the due verification of log books as necessary by the DFCCIL official. One month shall be reckoned as the preceding date of the next month and

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thereafter (if a vehicle is hired on 20th of August then 1st month shall be completed on 19th of Sep, and payment made accordingly).

20. Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.
21. Driver should have adequate amount for payment of toll tax, parking, filling of diesel, oil, valid license, Paper of vehicle like registration, PUC, Permit for running the vehicles in Maharashtra & Gujarat and the vehicles should be insured against accident etc., as per rules and statutory obligations.
22. INDEMNITY: The contractor shall at all times indemnify to the DFCCIL administration against all claims which may arise due to accident or otherwise or due to the breach of the terms and conditions mentioned herein and owing to any sort of act of commission on the part of the contract during the currency of the contract.
23. That the contractor agrees to indemnify to the DFCCIL administration against all claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act VIII of 1923 and the DFCCIL Administration will be entitled to deduct from any sum of money payable to the contractor the amount of compensation thus payable under the terms of section- 12 of the said act together with all or any cost incurred by the DFCCIL administration in such connection and the contractor further agrees that the decision of the DFCCIL officer with respect to the amount of such indemnity shall be accepted by him finally.
24. DFCCIL in no case is responsible for any legal matter arising of any state / central govt. laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.
25. All other charges of Central Govt. or any other authorities, if any are to be included by the successful tenderer in his BID.
26. During the currency of contract, vehicle cannot be used for any other purpose except for DFCCIL.
27. In case of emergency / scheduled maintenance, breakdown etc. model of alternate vehicles to be supplied will be Tata Sumo or similar vehicle only.
28. Contractor shall not object for carrying small materials like surveying and other equipments etc. in the vehicles provided by the contractor.
29. DFCCIL reserves the right to terminate the contract at any time without signing any reasons thereof by giving a one month notice .Contractor shall not be entitled for any compensation in case of such termination.

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30. Total hours i.e. 312 hrs / month will be calculated as per reporting time & reliving time. Driver should register the reporting/reliving time & kilometre daily in lodge book in presence of reporting/reliving officer.
31. Driver should never be found under the influence of alcohol.
32. Vehicle should always be kept neat & clean from inside & outside also. Seats must have good quality cover and washed or replaced monthly otherwise DFCCIL will deduct Rs. 500/- (Five Hundred) per month from bill for each vehicle.
33. The Vehicle should have tourist taxi permit for the vehicle provided by him and the same is to be produced at the time of signing contract agreement.
34. The Contractor should submit the details of the vehicle provided to this office immediately on receipt of acceptance letter.
35. For kilometres in excess of kilometres inclusive in item no.1 i.e. for payment under item no.2 payable kilometres will be worked out after averaging the actual kilometers run over a period of 3 months. Total kilometre run in three months in excess of inclusive kilometres for three months will only be considered for payment.
36. In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle the payment of Rs. 200 will be paid per night per outstation duty inclusive of night charges.
37. DFCCIL will not provide any accommodation to driver, Driver himself shall arrange Boarding / Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor / service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.
38. In case if more than one vehicles hired - the charges for extra Kms against relevant schedule item of the schedule of quantities under section IV of the Contract Agreement under reference will be paid only if, the total Kms for all the vehicles included in the Contract Agreement during the month exceeds the limit of stipulated Kms shown against sum of relevant Schedule item of the Contract Agreement.

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**For CPM
DFCCIL, Mum**

SECTION III

Name of work : - Hiring of Two Tata Sumo or Similar Four Wheeler AC vehicles For the official use by ACPM(S&T) & Dy.CPM/Engg of DFCCIL, Mumbai.

Scope of work

1. Providing of Two 4 wheeler road vehicle (AC Vehicle) on hire basis for the official use by ACPM (S&T) & Dy.CPM (Engg), Mumbai for the period of 2 years (which can further be extended by another 1 year on satisfactory performance) with a valid license/ taxi/tourist/ permit, along with driver, fuel, other consumable spares, major and the minor repairs, maintenance and Taxes of the vehicle for transport as per requirement given in Special conditions and schedule. Vehicle should not be more than 2 (two) year old.

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SECTION IV

Name of Work: - Hiring of Two Tata Sumo or Similar Four Wheeler AC vehicles for The official use by ACPM(S&T) & Dy.CPM/Engg of DFCCIL, Mumbai.

Name of Agency:-

Schedule of Quantities

SN	Description of Item	Quantity	Unit	Quantity	Rate (Rs)	Amount
1	Providing Two diesel driven vehicles – Tata Sumo or Similar Four Wheeler AC vehicles for use by the ACPM (S&T) & Dy.CPM/Engg., of DFCCIL, Mumbai. For 312 hours for one month the hour will be accumulated based on the actual working of per day & up to 2000 kms per month. Rate includes all taxes, Excluding Service Tax. license fee, permit, driver's wages, repairs & maintenance of vehicles, fuel & lubricants, Toll tax, Parking charges etc. (The vehicle should not be more than two years old and should have taxi / tourist/ permit)	24 Months (on the Basis of average 2000(Two Thousand) km/month	Per Month	Two Vehicle.		
2	Additional item of extra for 500 km/month Per Vehicle		Per/ Km			
				TOTAL	RS.	

- 1) In figure:- Per annum
In words: - (.....)
- 2) The tenderer quoting the rates for individual items will be disqualified.
- 3) The tender is required to quote the rate in both words and figures. In case of any discrepancy, rate quoted in words shall prevail.
- 4) Rates will be subject to price variation as per special conditions of the contract.
- 5) Payment will be made on monthly basis on submission of Bill along with log book Movement.

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A. P. S.
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Signature & seal of the Tenderer/s

ANNEXURE - I

BIDDER'S GENERAL INFORMATION

1-1 Bidder Name : _____

1-2 Numbers of Years in Operation : _____

1-3 Registered Address : _____

1-4 Operation Address if different from above: _____

1-5 Telephone Number : _____

1-6 E-mail address & Web Site : _____

1-7 Tele fax Number : _____

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

1-9 PF / EPF Registration No.: _____

1-10 Service Tax No.: _____

1-11 Pan No. : _____

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

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(SIGNATURE OF BIDDER WITH SEAL)

ANNEXURE – II

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To

DFCCIL

Name & Address of Project.

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

WHEREAS _____ [name and address of Consultant] (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of contract and brief description of works} (hereinafter called "the contract").

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

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of _____ [amount of Guarantee], _____ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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DFCCIL, Mum**

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to _____ (a date 28 days from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____

Address: _____

Date: _____

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