

Tender no. “DFCC/MGS/Vehicle/10/2016/3”



Dedicated Freight Corridor Corporation of India Limited

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

(Dedicated Freight Corridor Corporation of India Ltd.,
Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi (near Union
Bank of India), Thana-Lanka, Varanasi-221011)

Email – cpmmgs@gmail.com

Tender Document No.: DFCC/MGS/ VEHICLE/10/2016/3

(PARTICIPATION THROUGH E-TENDER ONLY)

Visit:- www.tenderwizard.com/DFCCIL

Help: Please contact Tenderwizard helpdesk at no. 011- 49424365 or

Mob: 8090426426

INDEX

Sr. No.	Item	Page No.
1.	Check List of items to be complied by Tenderer(s) before submitting their tender	3
2.	Top Sheet	4
3.	Notice Inviting E-Tender	5
4.	Forwarding letter by Tenderer	6
5.	Section-1, Invitation for Bids	7 to 8
6.	Section-2, Instruction to bidders	9 to 18
7.	Section-3, General Conditions of Contract	19 to 35
8.	Section-4, Special Conditions of Contract and Specifications	36 to 44
9.	Section-5, Schedule of Quantities	45 to 46
10.	Annexure-I, Bidders General Information	47
11.	Annexure-II, Performance Bank Guarantee (Unconditional)	48 to 51
12.	Annexure-III, Form of Agreement	52
13	Certificate of no Relative being an Employee of DFCCIL	53

CHECK LIST

CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS ONLINE.	
1.	Tenderer may submit the details of work under progress in last three financial year including current financial year.
2.	Registration of Company in case of company.
3.	Partnership Deed/Memorandum and Articles of Association of the firm or company.
4.	Registration under Labour Law (As applicable).
5.	Service Tax Registration Certificate (If applicable)
6.	Earnest Money Deposit confirming to Para 3 of General Conditions of Contract (Statutory document) the payment can be done through online as well as offline mode.
7.	Cost of Tender documents in the form of D.D. / Banker cheque in favour of DFCCIL payable at Varanasi can be done through online & offline mode.
8.	Power of Attorney of the person signing the tender documents.
9.	Financial Bid (Microsoft Excel file) to be filled, saved and submitted in e-tender portal i.e, www.tenderwizard.com/DFCCIL

Note:

- (i) Sr.No.1-8, the original documents should be scanned and uploaded in ‘Document Library’& attached in particular tender.
- (ii) Sr.No.9, only the downloaded ‘Financial Bid’ file should be uploaded after filling and saving. Do not upload scanned copy of ‘Financial Bid’ in ‘Document Library’.

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

DFCCIL

TENDER DOCUMENT

Tender Notice No. : **DFCC/MGS/VEHICLE/10/2016/3**

Name of work : **Hiring of Four nos. of field vehicles with valid commercial licences, two nos. at Dehri, one each at Sasaram and Mohania (Bihar) in the unit of Chief Project Manager/ DFCCIL/ Mughalsarai.**

Approximate Cost : **Rs. 4304448/-**

Cost of Tender : **Rs.3000/-**

Submission of EMD : **Rs.86089/-**

Completion period : **24 months**

Validity of Offer : **90 days from date of opening of Tender.**

Last Date & Time of submission : **03/02/2017 till 15.00 hrs.**

Date of Opening : **03/02/2017 at 15.30 hrs.**

Tender no. “DFCC/MGS/Vehicle/10/2016/3”**NOTICE INVITING TENDER****Tender Notice No. DFCC/MGS/VEHICLE/10/2016/3 Date: 29.12.2016**

The Chief Project Manager DFCCIL MGS for and on behalf of DFCCIL invites Open, E-Tender in Single Packet System on the prescribed forms for the under noted work:

Tender Notice No.	DFCC/MGS/VEHICLE/10/2016/3
Name of work	Hiring of Four nos. of field vehicles with valid commercial licences, two nos. at Dehri, one each at Sasaram and Mohania (Bihar) in the unit of Chief Project Manager/ DFCCIL/ Mughalsarai.
Type of Tender	Open Tender, Single Packet System
Type of Contract	Works Contract.
Estimated Cost of Work	Rs.4304448/- (Rs. FortyThree Lakh Four Thousand FourHundredForty Eight only)
Completion Period	2 (TwoYear)
Earnest Money Deposit	Rs. 86089/- (Eighty Six Thousand Eighty Nine only) to be submitted by the Bidder in DFCCIL Bank Account through DD/Bankers Cheque/FDR.
Cost of Tender Document	Rs.3000 /-. To be paid by D.D. /Bankers Cheque in favour of DFCCIL payable at MGS.
Tender Processing Fee	Rs.4950/- (FourThousand Nine Hundred Fifty only through e-payment gateway)
Performance Guarantee	5% of the Contract Value as per General Condition of the Contract.
Security Deposit	In additional to performance guarantee, the agency will have to deposit 5% security deposit to be deducted @ 10% of Running on account bills.
Eligibility Criteria	NOT APPLICABLE
Validity of the offer	90 days from the date of opening of tender.
Address of Communication:	Office of Chief Project Manager/MGS Unit Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi (near Union Bank of India), Thana-Lanka, -221011). Contact Person:- Pradeep Kumar Gupta (Dy.PM/Elect/MGS) Contract No.: 9031748714
E-Tendering Web site Address and Help Desk No.:-	www.tenderwizard.com/DFCCIL helpdesk no. 011- 49424365 or 08090426426
DATE & TIME SCHEDULE	
Date & Time of Start & Submission of Filled Tender Document	E-Tender can be downloaded from 16:00 hrs of 04.01.17 and can be submitted upto 15:00 hrs of 03.02.17 from www.tenderwizard.com/DFCCIL
Date & Time of Opening of Tender	At 15:30 hrs of 03.02.2017

Tender no. "DFCC/MGS/Vehicle/10/2016/3"

Forwarding letter by Tenderer

To,
Chief Project Manager,
DFCCIL, MGS.

Tender Notice No. : DFCC/MGS/ VEHICLE/10/2016/3

Name of the work:Hiring of Four nos. of field vehicles with valid commercial licences,
two nos. at Dehri, one each at Sasaram and Mohania (Bihar) in the unit
of Chief Project Manager/ DFCCIL/ Mughalsarai.

1. 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.

2. A Sum of Rs.86089/- (Eighty Six Thousand Eighty Nine only)has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:

(i) I/we do not execute the contract agreement within **07 days**of issue of the acceptance letter by the DFCCIL Administration that such documents are ready.

OR

(ii) I/We do not commence the work within **15 days**after receipt of orders to that effect.

3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

.....
Signature of Witness

.....
Signature of Tenderer(s)

Tenderer/s address:

Place:

Date:

Sign. of Tenderer(s)

For CPM/MGS

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

Dedicated Freight Corridor Corporation of India Limited

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

(Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi(near Union Bank of India), Thana-Lanka,Varanasi-221011).)

Section-1

Invitation for Bids (IFB)

M/s

1. The Chief Project Manager/Mughalsarai,(Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi(near Union Bank of India), Thana-Lanka, Varanasi-221011).invites E-tenders in single packet system on prescribed forms from firms/companies meeting qualifying requirements and have requisite experience and financial capacity for the following work:

Tender Notice No.	DFCC/MGS/VEHICLE/10/2016/3
Name of work	Hiring of Four nos. of field vehicles with valid commercial licences, two nos. at Dehri, one each at Sasaram and Mohania (Bihar) in the unit of Chief Project Manager/ DFCCIL/ Mughalsarai.
Type of Tender	Open Tender, Single Packet System
Type of Contract	Works Contract.
Estimated Cost of Work	Rs.4304448/- (Rs. Forty Three Lakh Four Thousand Four Hundred Forty Eight only)
Completion Period	2 (TwoYear)
Earnest Money Deposit	Rs. 86089/- (Eighty Six Thousand Eighty Nine only) to be submitted by the Bidder either by Online mode through NEFT/RTGS in DFCCIL Bank Account or by Offline mode through DD/Bankers Cheque/FDR.
Cost of Tender Document	Rs.3000 /-. To be paid by D.D. /Bankers Cheque/FDR in favour of DFCCIL payable at MGS.
Tender Processing Fee	Rs.4950/- (Four Thousand Nine Hundred Fifty only through e-payment gateway)
Performance Guarantee	5% of the Contract Value as per General Condition of the Contract.
Security Deposit	In additional to performance guarantee, the agency will have to deposit 5% security deposit to be deducted @ 10% of Running on account bills.
Eligibility Criteria	NOT APPLICABLE
Validity of the offer	90 days from the date of opening of tender.
Address of Communication:	Office of Chief Project Manager/MGS Unit Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi(near Union Bank of India), Thana-Lanka, Varanas-221011). Contact Person:- Pradeep Kumar Gupta (DPM/Elect/MGS)

Sign. of Tenderer(s)

Page 7 of 54

For CPM/MGS

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

	Contract No.: 9031748714
E-Tendering Web site Address and Help Desk No.:-	www.tenderwizard.com/DFCCIL helpdesk no. 011- 49424365 or 9599653865
DATE & TIME SCHEDULE	
Date & Time of Start & Submission of Filled Tender Document	E-Tender can be downloaded from 16:00 hrs of 04.01.17 and can be submitted upto 15:00 hrs of 03.02.17 from www.tenderwizard.com/DFCCIL
Date & Time of Opening of Tender	At 15:30 hrs of 03-02-2017

2. THE BANK DETAILS

Bank Details for depositing EMD and Tender Document cost through online is as under:

Bank name	Union Bank of India
Name	Dedicated Freight Corridor Corporation of India Limited
A/C No	356101010200796
IFSC Code	UBIN0539945
Branch	TIKRI I Branch, VARANASI

3. Eligibility Criteria:

Eligibility criteria of applicant shall be assessed as per Clause-5 of section-4, 'Special Conditions of the Contract' of Tender Document.

4. Interested bidders who wish to participate should visit website www.tenderwizard.com/DFCCIL, which is the only website for bidding their offer
5. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on DFCCIL"s website at least three days in advance of date fixed for opening of tenders. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them.
6. The tender documents should be submitted through online mode in website www.tenderwizard.com/DFCCIL and . The offer submitted other than online will not be accepted. Please refer Para-1.1, 'Procedure for submission of E-tender' of 'Instructions to Bidder' (ITB), Section-2 for clarification.
7. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password to login www.tenderwizard.com/DFCCIL, which has to be obtained by

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

submitting an annual registration charges of INR 2000/- + Service tax @ 15% to M/s ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of request of bid. Already registered vendors with M/s. Indian Telephone Industries (ITI) need not pay registration charges. For further details please refer Para-1.1, ‘Procedure for submission of E-tender’ of ‘Instructions to Bidder’ (ITB), Section-2 for clarification.

- 8.** E-Tenders shall be opened online at the address given below at the time and date given in NIT. The tenderer or their representative may attend the tender opening.

Address of Office of the Chief Project Manager/MGS:-

Chief Project Manager/MGS, DFCCIL, Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi(near Union Bank of India), Thana-Lanka, Varanasi-221011).

Tender shall be submitted as per “Instructions to Bidders (ITB)” forming a part of the tender document.

- 9.** Any tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.
- 10.** DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL’s assessment of suitability as per eligibility criteria shall be final and binding.
- 11.** Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
- 12.** DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 10.0 of Notice Inviting Tender.

We look forward for your active participation.

For & on behalf of DFCCIL

Chief Project Manager/MGS

Sign. of Tenderer(s)

Page 9 of 54

For CPM/MGS

Section -2

Instructions to Bidders (ITB)

- 1. General:** All bidders must note that this being E-tender, bids received only through E-tendering portal shall be considered as an offer. Any bid received in paper form will not be opened and shall be summarily rejected.

Further following instructions should be noted by bidders

1.1 Procedure for submission of E-tender:

1.1.1 Bid Document obtaining process:

The Bidder who wish to view free Notification and tender documents can visit DFCCIL's website www.dfccil.gov.in OR www.tenderwizard.com/DFCCIL OR Central Procurement Portal eprocure.gov.in.

Interested bidders who wish to participate should visit website www.tenderwizard.com/DFCCIL, which is the only website for bidding their offer.

Further the procedure is as follows:

- Register yourself with M/s. Indian Telephone Industries (ITI) for obtaining Login ID and Password (after paying necessary charges). This is one time annual payment and applicable for bidding other tenders also.
- Obtain Class-III Digital Signature Certificate from ITI or any other digital signature issuing authority. In case bidder wish to obtain the digital signature certificate from ITI, they may contact helpdesk numbers **011- 49424365 or 8090426426**.
- Using the login ID, password and digital signature enter the tender portal to purchase the tender document.
- The tender document charge has to be paid either through DD/Bankers Cheque drawn in favour of Dedicated Freight Corridor Corporation of India Limited payable at Varanasi or by online payment through NEFT/RTGS as per

Tender no. “DFCC/MGS/Vehicle/10/2016/3”
the details provided in Clause 2 of Section1.

- Payment of processing fees through e-payment. This payment can be done only through e-payment gateway of ITI at the time of request.
- After the payment of E-Tender processing fee and Tender Document cost the bidder can download the ‘financial bid’ (Microsoft Excel file ‘Financialbid.xls’) by clicking the link “Show Form”.

1.1.2 Bid submission process:

- Before quoting the rate and uploading the ‘Financial Bid’ in given format Bidders are advised to upload scanned copies of the following supporting document (please refer Check list) in ‘document library’. The list is indicative and not extensive.
 - i. Payment document of ‘Tender Document Charge’ (Statutory document).
 - ii. EMD Document confirming to Para 3 of General Conditions of Contract (Statutory document).
 - iii. Supporting Documents for Eligibility Criteria as per Para-3 of ‘Special Conditions of Contract & Specification’, Section-4
 - iv. Service Tax Registration Certificate if applicable.
 - v. Partnership deed/Memorandum and Articles of Association of the firm or company, if applicable.
 - vi. Power of attorney of the person signing the tender document or photocopy duly attested by Notary Public.
 - vii. Any other supporting document as required.
 - viii. Complete Tender/ Bid document should be uploaded either digitally signed or physically signed and scanned copy of Tender documents should be uploaded except financial bid, which will be downloaded and edited at per para (ix) below.

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

- ix. After uploading above documents, bidder should quote their rates in the downloaded ‘Financial Bid’ file and save the file. After saving, the bidder can upload the filled file. The name of the downloaded ‘Financial Bid’ (‘Financialbid.xls’) file should not be changed.
- In case of offline mode the Bidder should submit the original EMD&Tender Document Fees in Chief Project Manager/MGS’s Office on/or before closing time and date of tender. On failure of the same, the offer of the bidder is liable to be rejected. The payment for EMD & Tender form fees can also be made by online payment through NEFT/RTGS as per the details provided in Clause 2 of Section 1.
- 1.2 **Cost of biddings:** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the DFCCIL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.3 **Language of Bid:** The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DFCCIL, shall be written in English.
- 1.4 **Currencies of Bid and Payment:** The Bidder shall quote the unit rates and the prices entirely in the Indian Rupees.
- 1.5 **Period of Validity of Bids:** Bids shall be signed by an authorized person and shall be valid for 90 days from the date of opening of the tender. The Bid for shorter validity period shall be rejected by the DFCCIL as non-responsive.
- 1.6 **Format and Signing of Bid:** Bid document shall be signed by a person duly authorised to sign on behalf of the Bidder. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.
- 1.7 **Signing of Contract:** The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the DFCCIL through a letter of acceptance. In response, the successful bidder should sign the contract

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

agreement (**Annexure-III**) within Fifteen days from the date of issue of acceptance letter.

- 1.8 Corrupt Practices:** The DFCCIL require that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.
- 1.9** Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. In addition, the EMD of such tenderer shall be forfeited. The decision of DFCCIL in this respect shall be final and binding.
- 1.10** The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tender in which bidder has participated and EMD of all such tenderers shall stand forfeited.
- 2.** The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding document. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive according to the bidding document in every respect will be at the bidders risk and may result in rejection of his bid.
- 3. Understanding and Amendments of Tender Documents:**
 - 3.1** The bidder must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
 - 3.2** The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and should obtain at his own cost all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder’s own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

3.3 At any time prior to the deadline for submission of bids, DFCCIL may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.

3.4 DFCCIL may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

4. Signing of All Bid Papers and completing Financial Bid:

This tender being E-tender, the digital signature obtained from approved Controller of Certificate Authorities (CCA) shall only be considered as authentic. The process of obtaining digital signature has been specified at Para-1.1 of ITB.

5. Deviations: The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents.

6. Earnest Money Deposit: The tender must be accompanied by a sum of **Rs.86089/- (Eighty Six Thousand Eighty Nine only)** as Earnest money deposited in DFCCIL account in the form of:-

a. Demand Drafts/Bankers Cheque/FDR drawn on any nationalized bank or a Scheduled Bank. Earnest money shall be in favour of “DFCCIL” payable at Varanasi.

i. The bids not accompanied by valid EMD shall be summarily rejected. In case the EMD as well as tender document cost is being deposited in any form mentioned above in Clause 6 (a), the scanned copy of the same shall be uploaded with the bid and the same shall be submitted in physical form at the Office of Chief Project Manager, DFCCIL Unit **Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi (near Union Bank of India), Thana-Lanka, Varanasi-221011** before opening of the Tender. Failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.

6.1 No interest shall be allowed on Earnest Money Deposit.

6.2 Forfeiture of Earnest Money:

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

6.2.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified in the “Appendix to Tender” or extended validity period as agreed to in writing by the tenderer.

6.2.2 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to:

- i) Sign the Contract Agreement in accordance with the terms of the tender, or
- ii) Furnish Performance Guarantee in accordance with the terms of the tender, or
- iii) Commence the work within the time period stipulated in the tender.

6.2.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

6.3 Return of Earnest Money:

6.3.1 The Earnest Money of the unsuccessful tenderers shall be discharged and returned as promptly as possible.

6.3.2 The Earnest Money Deposit of the successful tenderer shall be dealt as under:

- i) The Earnest Money Deposit (EMD) shall be retained towards Security Deposit and further deduction of Security Deposit from the bills shall commence after adjusting this EMD amount.

7. Deadline for submission of tender:

7.1 The bidder must ensure that the tender document is submitted before the closing time of the tender. The tender submission shall stop at prescribed date and time as mentioned in NIT.

7.2 Tenderer should submit the original EMD and Tender Document Fee (*in case payment of the same by offline mode*) in Chief Project Manager/MGS's Office on/or before closing time of tender. Tenderer should also upload the scanned copy of the above on the tender Portal while submitting the tender. The Bid of tenderer is liable to be rejected in case they fail to submit the above original EMD & Tender document fee in physical form in CPM office before closing of tender.

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

7.3 Bidder can anytime change the quoted rates before date & time of closing of tender.

8. Withdrawal of Tender: No tender can be withdrawn after submission and during tender validity period.

9 Opening of the tender

9.1 Tenders will be opened online at the address mentioned in “Notice Inviting Tender” in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders.

9.2 Tenderers or their authorized representatives who are present shall sign in register as evidence of their attendance.

10 Clarification of the tenders

10.1 To assist the examination, evaluation and comparison of the tenders, DFCCIL may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

11 Preliminary examination of bids

11.1 The DFCCIL shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

11.2 Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.

11.3 Prior to the detailed evaluation, DFCCIL shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:

- i) That affects in any substantial way the scope, quality or performance of the contract.
- ii) That limits in any substantial way, inconsistent with the bidding documents, the DFCCILs” rights or the successful Bidder’s obligations under the contracts; or
- iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

11.4 If a bid is not substantially responsive, it shall be rejected by the DFCCIL.

11.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document. DFCCIL can summarily reject such tender.

12 Evaluation and comparison of tenders

12.1 In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in Eligibility Criteria” and as given in Notice Inviting E-Tender. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

13 Canvassing

13.1 No tenderer is permitted to canvass to DFCCIL on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

14. Right to accept any tender or reject all tenders:

DFCCIL reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

15. If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the DFCCIL shall deem such tender as invalid.

16. Award of Contract

16.1 DFCCIL shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or through bearer that his tender has been accepted.

16.2 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between DFCCIL and the contractor till such time the contract agreement is signed.

17. Security Deposits (SD):

The Security Deposit will be equal to 5 % of the value of the contract. Security Deposit shall be deducted at the rate of 10% from each of the bill of the contractor till the realization of full amount of Security Deposit as per contract after adjusting the EMD.

18 Help desk for E-Tendering

18.1 For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/DFCCIL, please contact at tenderwizard.com helpdesk no. . **011- 49424365 or 8090426426**

18.2 Bidder manual & system requirement is available on web site www.tenderwizard.com/DFCCIL for necessary help.

Section 3

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract will form an integral part of the Bid and contract, which is enclosed along with the tender documents.

In case of any deviation between 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 DFCCIL as used in the tender papers shall mean the Dedicated Fright corridor Corporation of India Ltd.
- b)** The expression Corporation as used in the tender paper means Dedicated Fright corridor Corporation of India Ltd.
- c)** The expression “Department” as used in the tender papers shall mean Dedicated Fright 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.

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

- h)** The “Contract” shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any Special conditions, specifications, designs, drawings, 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/ Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- 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.

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

- 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.

1.2 SUBMISSION OF BIDS

- a) In case Tender opening date is declared as holiday, the tender will be opened on next working day at 15:30 hrs.
- 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. DFCCIL 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

No price variation shall be applicable in this contract.

2. Mobilization Advance: - Not applicable

3. EARNEST MONEY DEPOSIT

The tender must be accompanied by a sum of **Rs.86089/- (Eighty Six Thousand Eighty Nine only)** as Earnest money deposited either by directly in DFCCIL account by online payments through NEFT/RTGS as per the details provided in Clause 2 of section 1, or alternately in the form of:

Tender no. "DFCC/MGS/Vehicle/10/2016/3"

- a. Demand Drafts/Bankers Cheque/FDR drawn on any nationalized bank or a Scheduled Bank. Earnest money shall be in favour of "DFCCIL" payable at Varanasi.
 - i. The bids not accompanied by valid EMD shall be summarily rejected. In case the EMD as well as tender document cost is being deposited in any form mentioned above in Clause 3 (a), the scanned copy of the same shall be uploaded with the bid and the same shall be submitted in physical form at the " Office of Chief Project Manager, DFCCIL Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi (near Union Bank of India), Thana-Lanka, Varanasi-221011) before opening of the Tender. Failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.

The EMD may be forfeited:-

- (i) If the tenderer withdraws his offer during the validity period of the offer.
- (ii) If, the tenderer does not accept the correction of his offer price.
- (iii) In the case of successful tenderer, if he fails, within the specified time limit to furnish the required performance guarantee or Sign the Agreement.

4. SECURITY DEPOSIT: -

4.1 The Earnest Money deposited by the Contractor with his tender will be retained by DFCCIL as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the Security Deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor, the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amount so retained may not exceed 10% of the total value of the contract.

4.2 RECOVERY OF SECURITY DEPOSIT:

Unless otherwise specified in the Special Conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:

- (a) Security Deposit for each work should be 5% of the contract value,

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered,
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the expiry of the maintenance period of 120 days in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The Competent Authority shall not be lower than Dy. CPM/ACPM (concerned with the work). The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal ‘No Claim Certificate’ from the contractor concerned should be obtained.

Note:-

- (i) After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of contracts of value Rs.50 Crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

4.3 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

5. PERFORMANCE GUARANTEE:

The procedure for obtaining Performance Guarantee is outlined below:

5.1 The successful bidder shall have to submit a Performance Guarantee (PG) amounting to 5% of the Contract value within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

5.2 The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Government Securities including State Loan Bonds at 5% below the market value;
- (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (vi) A Deposit in the Post Office Saving Bank;
- (vii) A Deposit in the National Savings Certificates;
- (viii) Twelve years National Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour DFCCIL (free from any encumbrance) may be accepted.

5.3 The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

5.4 The value of PG to be submitted by the, contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

- 5.5** The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- 5.6** Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & 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 in his/her individual capacity or as a partner of any other JV /partnership firm.
- 5.7** The Officer In-charge of DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- 4.7.1** Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Officer In-charge of DFCCIL may claim the full amount of the Performance Guarantee.
- 4.7.2** Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Officer In-Charge of DFCCIL, may result in the Contract being determined or rescinded under provision of the GCC and the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.
- 4.7.3** The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.
- 6.0 Variations In Quantities During Execution of Works Contracts:-** The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:
- 1.** Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

(a) Operation of an item by more than 125% of the agreement quantity needs the approval of DFCCIL;

(i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

(b) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor.

3. In cases where decrease is involved during execution of contract:

(a) The contract signing authority can decrease the items upto 25% of individual item.

(b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

(c) It should be certified that the work proposed to be reduced will not be required in the same work.

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
5. No such quantity variation limit shall apply for foundation items.
6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
7. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per schedule of power of DFCCIL as per single tender should be obtained.

7.0 ELIGIBILITY CRITERIA : NOT APPLICABLE

8. SUPERVISION AND SUPERINTENDENCE

8.1 Contractor's Supervision

The Contractor shall supervise & direct the works efficiently & with his best skill & attention.

11. 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 CPM/MGS, **DFCCIL**, shall be the final and binding.

Tender no. "DFCC/MGS/Vehicle/10/2016/3"

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.

13. INCOME TAX

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source.

14. SERVICE TAX

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

15. 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.

The contractor has to submit the documentary evidence for payment of all statutory remittances along with Bill.

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.

16. 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

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

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.

17. 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.

17.1 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.

17.2 Delays not due to DFCCIL

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 22.0 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.

Tender no. "DFCC/MGS/Vehicle/10/2016/3"

17.3 Delays due to DFCCIL / Engineer

In the event of any failure or delay by the DFCCIL / 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.

17.4 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.

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.

17.5 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.

18. TERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT

18.1 Conditions leading to termination of' contract

- i. **If the Firm/Contractor**

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

- 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 DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL, or
- k. Suppresses or gives wrong information while submitting the tender.

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

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

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

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.

18.2 Entitlement of DFCCIL / Engineer

In cases described in sub-clause 18.1 (ii) above, the DFCCIL / Engineer shall be entitled to:

- (a) On termination of the contract, the security deposit of the contractor shall be forfeited and the performance guarantee shall be encashed and balance work shall be got done without risk and cost of the original contractor.
- (b) Final bill of terminated contract shall be drawn and any legitimate amount due to the contractor after making in necessary deductions as per provisions of contract shall be released on furnishing a no claim certificate relieving the employer of contractual liabilities under the contract.

19. DETERMINATION OF CONTRACT ON DFCCIL ACCOUNT

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

In case of determination of contract on DFCCIL account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of DFCCIL. The decision of the DFCCIL on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

21. 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

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

(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 & Employee Insurance.

22. FORCE MAJEURE

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut downs imposed by Government, acts of Legislative or other Authorities, stoppage in supply of raw materials, fuel or electricity, breakdown of machinery, act of God, epidemics, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of Contractor and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. Contractor shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any financial repercussions.

23 SETTLEMENT OF DISPUTES

23.1 All disputes or differences of any kind whatsoever that may arise between the DFCCIL and Contractor in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:

23.2. Mutual Settlement

All such disputes or differences shall in the first place be referred by the Contractor to the DFCCIL in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

23.3 Conciliation/Arbitration

23.3.1 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 to settle such disputes through mutual settlement.

23.3.2 If the Contractor is not satisfied with the settlement by the CPM/MGS on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of the DFCCIL in writing to settle such disputes or differences through

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

Conciliation, provided that the demand for Conciliation shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims of the DFCCIL shall be referred to Conciliator as the case may be and other matters shall not be included in the reference.

- 23.3.3 Managing Director of the DFCCIL may himself act as Sole Conciliator or may at his option appoint another person as Sole Conciliator, as the case may be. In case, Managing Director of the DFCCIL decides to appoint a Sole Conciliator, then a panel of at least three names will be sent to the Contractor. Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator. Managing Director of the DFCCIL will appoint Sole Conciliator out of the names agreed by the Contractor.
- 23.3.4 In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Contractor may refer to the Managing Director of the DFCCIL for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the DFCCIL as per the procedure described above for conciliation. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 23.3.5 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.
- 23.3.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 23.3.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 23.3.8 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the DFCCIL and shall be shared equally between the DFCCIL and the Contractor.

23.4 Settlement through Court

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses.23.1 to 23.3.

24 Suspension of work

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

25 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.

26 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.

27 Jurisdiction of Courts: Jurisdiction of courts for dispute resolution shall be at Chandauli(U.P.)only.

Section 4

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

Name of work: Hiring of Four nos. of field vehicles with valid commercial licences, two nos. at Dehri, one each at Sasaram and Mohania (Bihar) in the unit of Chief Project Manager/ DFCCIL/ Mughalsarai.

4.1 INTRODUCTION:-

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

4.2 DETAILED SCOPE OF WORK

4.2.1 The contractor will be required to provide stipulated quantities of specified field vehicles for stipulated time duration in perfect condition with drivers to DFCCIL on hiring basis. (As per SECTION-5).

4.2.2 Vehicles for the use of DFCCIL officials will be based / headquartered at place mentioned in SECTION-5.

4.2.3 Duration of the contract may be extended further on same rates, terms & conditions if so decided by DFCCIL.

4.2.4 The quantities of field vehicles stipulated in schedule are approximate, for general guidance and may vary as per actual requirement.

4.2.5 The normal area of duty of the vehicle will cover the entire UP and Bihar State.

4.2.6 Vehicles shall be required for all days including Saturdays and holidays. Maintenance rest will be provided on all Sundays. Thus there will be an average 26 working days per month. In case of exigencies and emergencies, the vehicle can be called at any time round the clock and on Sundays also.

4.2.7

Vehicles will normally be required from 08.00 to 20.00 i.e. 12 working hours per day. Timing

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

and working hours in a day may vary. Accumulation of working hours shall be on monthly basis, which shall be 312 working hours from 26 working days a month. In case, vehicle is used for more than 312 hours in a month, overtime at the accepted rate for additional hour or part thereof is payable.

4.2.8 Vehicles 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.

4.2.9 Contractor should provide 24 hours contact number where change in timing/place can be informed in advance.

4.2.10 Contractor/drivers shall have to maintain logbook in approved proforma by official in charge which shall have to be filled daily and presented to DFCCIL's authorised representative for signature. Timing and kilometre readings shall be noted every day at the time of reporting at nominated place and release from same place.

4.2.11 DFCC may provide open parking space but parking shall be purely at Contractor's risk.

4.2.12 Minimum wages to the driver and other statutory obligations should be met by the contractor at his own cost.

4.2.13 All other charges of Central Government/State Government or any other authorities, if any are to be included by the tenderer in his BID.

4.2.14 During the currency of contract, vehicle cannot be used for any other purpose except for DFCCIL.

4.3 VEHICLES

4.3.1 Vehicle offered should be of Scorpio or equivalent in price and facilities. The vehicles should have AC facility. Vehicles provided shall be registered **not earlier than 01-07-2014** and shall use diesel/petrol only as fuel with proper entries in RC book. If any vehicle provided to DFCCIL is found to be using any other fuel except the one declared, the Contract shall be liable to be terminated forthwith and further action under the terms and conditions of the contract.

4.3.2 The vehicles shall strictly comply with the provisions of pollution control, statutory regulation issued by State Transport Authorities/Central Govt./other authorities etc. from time to time. Contractor shall ensure that the vehicles must have all relevant documents like Registration Certificate/Driving license/Insurance Cover/Road Tax Receipt/Permit, Pollution certificate etc. Driver shall be able to produce the documents as and when requisitioned from him. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Contractor/agency.

4.3.3

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

No change of vehicle(s) will be allowed normally without the prior permission of DFCCIL. In case of non-availability of the regularly arranged vehicles, the contractor may provide another vehicle, even owned by others, of class same or higher, with prior permission of DFCCIL official, which DFCCIL official in its absolute discretion may or may not grant.

4.3.4 All the Vehicle(s) shall always carry first aid box and mandatory spares viz. Tool box/Kit, Fuses, Spark plugs, fan belts, fire extinguisher, spare tyre etc.

4.3.5

Vehicle provided shall be maintained in a very good working condition and at any point of time should have sufficient quantity of fuel.

4.3.6 All kinds of repairs/maintenance costs, charges of fuels, oil, lubricant, mobile phone charges, fees 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.

4.3.7 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.

4.3.8

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

4.3.9 Good quality seat covers and curtains shall be provided and the same will be regularly cleaned by the contractor at his own cost. Vehicle will be kept properly cleaned daily.

4.3.10

Vehicles shall be used on any type of road i.e. Kachha/Pucca including along the railway tracks as per direction of official using the vehicle.

4.3.11

If a vehicle is out of order or under scheduled maintenance, an alternative vehicle with same or superior class should be made available. The entry for such a vehicle shall be made in the logbook maintained by driver which shall be duly signed by the user/officials.

4.4 DRIVERS

4.4.1 Drivers deployed by the contractor shall be skilled, uniformed, well behaved, holding valid driving license and capable of undertaking minor repairs of vehicles. D

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

rivers shall have the adequate knowledge of routes in the districts of UP and Bihar. All the paper for vehicle like registration papers, insurance papers, certificate towards payment of road tax etc. shall be readily available with driver.

- 4.4.2 The contractor shall provide mobile phone in perfect working condition to drivers of the vehicles. No separate payment shall be made by DFCCIL for the mobile phones.
- 4.4.3 The contractor/service providers shall ensure himself about the antecedents of the driver deployed for duty. The contractor shall be completely responsible for safer running of vehicle.
- 4.4.4 The Drivers shall abide by the rules laid down by Transport Authority/ Motor Licensing Authority or any Authority relevant to the subject and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of the passengers. Any challan/penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it will be met by the Contractor/service provider.
- 4.4.5 The drivers must also observe all the etiquette, protocol and extend usual courtesy (like carrying office bags/files to the concerned chambers, etc.) while performing the duty. They must be neatly dressed and must carry a photo identify card provided by the Contractor/service provider. Tender No. “DFCC/MGS/VEHICLE/10/2016/3”
- 4.4.6 The contractor shall ensure that the Driver deployed for performing the duties shall not be in drunk or intoxicated state. If Driver is found in drunk or intoxicated state, he will be treated as absent from duty and he will be summarily removed from this job. Decision of DFCCIL in his respect shall be final and binding on the contractor.
- 4.4.7 No change of driver(s) will be allowed normally without the prior permission of DFCCIL.
- 4.4.8 The Contractor/service providers 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.
- 4.4.9 Punctuality in attendance and disciplined behaviour is of utmost importance for the driver. In case driver is not found to the satisfaction of DFCC officials/officers the same shall be charged by the contractor failing which a driver from the market would be arranged by the DFCC and double the stipulated salary shall be charged from the contractor.
- 4.4.10 DFCCIL will not provide any accommodation to driver. Contractor/driver himself shall arrange Boarding/Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.

Tender no. "DFCC/MGS/Vehicle/10/2016/3"

4.4.11

Contractor will however provide suitable substituted driver for ensuring stipulated weekly rests to regular driver as per extant labour laws for which no extra payment will be made.

4.5 PAYMENT AND REIMBURSALS

4.5.1 The contractor/agency shall give consent in a mandate form for receipt of payment through ECS/EFT/RTGS. Charges if any will be on account of the contractor. The Contractor/agency shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. And Bank and Branch Code as appearing on MICR

cheque issued by the Bank. In case where ECS/EFT facility is not available, payment shall be released through A/c payee Cheque.

4.5.2

No advance payments shall be made under any circumstances. Payment of hiring charges will be made once in a month through ECS/EFT/RTGS or account payee cheque on submission of bill and after the due verification of logbook as necessary by the DFCCIL official.

4.5.3 The contractor/ agency shall submit bills, in duplicate, to the CPM/DFCCIL/Mughal Sarai office along with the logbook for the period. Bills having cutting and over-writings shall not be entertained unless authenticated by the user.

4.5.4 TDS as applicable shall be deducted from the bills of the contractor/agency.

4.5.5

Rates are inclusive of all running maintenance & repair expenses, fuel, lubricants and any other consumables etc required from time to time, all statutory provisions, all taxes including road tax, duties, incidental charges, charges for inspection certificate, penalties etc. as imposed by Central/State/Local Government bodies for running of vehicles, salary and other benefits admissible to driver. Nothing extra over and above the accepted rates shall be payable, unless otherwise specified separately in the tender document. ***Toll taxes, Parking charges on tour shall be paid extra on submitting the proof of depositing the same.***

4.5.6 Payment for part of a month shall be made on prorata basis.

4.5.7 Deleted.

4.5.8 Distance travelled by vehicle from garage to point of duty & back will not be counted towards the payment. Similarly, No mileage will be claimed for driver's lunch / breakfast or draw of petrol/diesel etc.

4.5.9

The month shall be reckoned from first date on which the vehicle is put into the service and no deductions or additions will be made for number of days being more or less than 30 in a month. (e.g. if the vehicle is put into service for the first time on 15th August, the month will be from 15th August to 14th September, 15th September to 14th October and so on).

4.5.10 One hour is of 60 minutes for the purpose of payment and a fraction up to 30 minutes

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

shall not be taken in to account and more than 30 minutes shall be considered as an hour.

4.5.11

In case of exigencies and emergencies, the vehicle can be called on Sundays also. For each such Sunday working a compensatory rest or an extra amount of Rs. 150.00 shall be paid.

4.5.12 PRICE VARIATION/REVISION

- a) Revision of the fare due to increase/decrease in the Diesel prices shall be considered by DFCCIL if the increase/decrease is 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 $\frac{1}{4}$ 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. Contractor 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.
- b) The per km rate (item no.2) would be subject to price variation condition mentioned above and per hour rate (item no.3) indicated in price schedule would apply for the first 24 months from the date of commencement of work.
- c) In case of item no.1, which includes the run up to inclusive kilometers, difference of revised rates as per (a) above & accepted rates for item no.2 will be paid for the actual kilometers run.

4.5.13 In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle, payment of Rs.150/- will be paid per night per outstation duty inclusive of night charges. However, the extra hours payment under item 3 of schedule will be made only up to the time when the vehicle is in use before the driver is permitted to take rest. In case of dispute in calculation, DFCCIL's decisions shall be final.

4.6 QUANTITY VARIATION:-

4.6.1 The procedure detailed below shall be adopted for dealing with variations in quantities during execution of the contract:

4.6.2 The DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in the character, position, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof for to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

4.6.3

Individual items in contracts shall be operated with variation of plus 25% and minus 25% payment would be made as per the agreement rate.

Tender no. "DFCC/MGS/Vehicle/10/2016/3"

- a) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
- b) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.

4.6.4 The variation in quantities as per the above formula will apply to the individual items of the contract.

4.6.5 Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

4.6.6 Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of Finance and approval of Tender Accepting Authority.

4.6.7 For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of Tender Accepting Authority may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

4.7 NON-PERFORMANCE OF THE CONTRACT CONDITIONS-PENALTY

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

- a) No vehicle is provided/vehicle not turned up for duty any day.
- b) If a vehicle is out of order or under schedule maintenance, an alternative vehicle with same specification or higher specification has not been made available.
- c) Provided vehicle is rejected by DFCCIL official.
- d) In case vehicle not found in neat & clean and perfect condition.
- e) In case driver misbehaves or not conversant with routes.

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

4.7.3 On recurrence of any of above instances, DFCCIL shall also be at liberty to take action against

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

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 as per contract conditions.

4.8 METER TEMPERING

4.8.1 Speedometer and kilometer recorder shall be maintained to high standard/accuracy. Any defect noticed shall be rectified immediately. DFCCIL reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering/manipulation of meter reading and misbehavior of driver shall be viewed seriously. A penalty equal to one month hiring charges for the particular vehicle shall be imposed for meter tempering on each occasion. In case of repeat of tempering, DFCCIL may even decide to terminate the contract and forfeiture of security deposit.

4.8.2

In the event of any error/fault in the meter being noticed, DFCCIL reserves the right to adjust the bill for the journey undertaken (including those undertaken earlier) besides any other penal action. Kilometers verified by official using the vehicle shall be final and binding.

4.9 VEHICLE INSURANCE/STATUTORY REQUIREMENTS

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

4.9.2

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

4.9.3

The contractor shall at all times indemnify the DFCCIL Administration against all claims which may arise due to accident or otherwise or due to breach of the terms and conditions mentioned herein and/or owing to any sort of commission on the part of the contractor during the currency of this contract.

4.9.4 The contractor agrees to indemnify the DFCCIL Administration against all claims for compensation by or on behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act VIII of 1923 and the DFCCIL Administration will be entitled to deduct from any sum of money due or payable to the contractor for the amount of compensation

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

thus payable under the terms of Section-12 of the said Act together with all or any cost incurred by the DFCCIL administration in such connection and the contractor further agrees that the decision of the DFCCIL with respect to the amount of such indemnity shall be accepted by him finally.

4.9.5 DFCCIL in no case is responsible for any legal matter arising of any State/Central Government laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.

4.9.6 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 decreases arising out of such action.

5.0 ELIGIBILITY CRITERIA: Not required for this tender, but the financial capacity, capability and past performance of the tenderer /contractor should be investigated /examined in detail by the tender committee before awarding the contract, duly considering the existing work load with the tenderer .

SECTION -5

DFCCIL/CPM/MGS Unit

SCHEDULE OF ITEMS, RATES & QUANTITIES

Rate Sheet

Name of Work: Hiring of Four nos. of field vehicles with valid commercial licences, two nos. at Dehri, one each at Sasaram and Mohania (Bihar) in the unit of Chief Project Manager/ DFCCIL/ Mughalsarai.

SN	Description of work	Qty	Units	Rate (Rs.)	Amount (Rs.)
1.	Monthly hiring charges for provision of diesel driven inspection commercial vehicles i.e. SUMO/SCORPIO/XYLO OR Similar for inspection of various works in connection with construction of Dedicated Freight Corridor for 12 hours a day. Rates include all taxes, licence fee, permit, driver's wages, repairs and maintenance, except fuel charges per km, toll tax, parking charges, service taxes.	96	Vehicle month	24350	2337600/-
2.	Fuel Charges for running of vehicles per km as per log book over item no.1 (Max. km / month for two vehicle will be 2500 and for other two pooled vehicle will be 3500).	288000	Km.	6.50	1872000/-
3.	Rent of additional hours for vehicles hired under item no. 1 over and above 12 hours per day and after accumulation of 312 hrs in a month (Max 104 hrs per month.) (Max. 2100Hrs during two year of contract period)	9984	Hour.	9.50	94848/-
Total for four vehicle for two year					4304448/-

Note: There will be no claim for minimum running of any vehicle. Payment to item no. 2 will be based on actual run of the vehicle.

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

1. The tenderer's will quote only one percentage rate above/below/At Par against the rete in financial bid proforma for schedule , failing which his/their offer will be treated as incomplete and shall be summarily rejected.
2. Tender accompanied by any special conditions is liable to be rejected.

I/we clearly understand that I/we am/are not entitled to any other payment on any account what so ever except the quoted rate for fully completed job.

Signature of Tenderer/s

Address

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.: _____

(SIGNATURE OF BIDDER WITH SEAL)

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

Bank Guarantee no.....

Date.....

To,

Chief Project Manager,

Dedicated Freight Corridor Corporation of India Ltd/MGS Unit

Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi (near Union Bank of India), Thana-Lanka, Varanasi-221011

Reference:-Contract No....., awarded on

This deed of Guaranty made this day of _____ between _____(name of Bank) having registered office at _____ and branch office at _____ (hereinafter referred to as "Bank") of the one part and

Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer) of the other Part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the Contract no..... for (Hereinafter called "the Contract") to M/s..... its registered office at (Hereinafter called "the Contractor").

Whereas the contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs..... (Rs.In Words).

Now, we the undersigned (Name of Bank officials), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs..... (Rs. In Words) as stated above.

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the employer by reason of any breach by the said contractor of any of the terms or conditions contained in

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

the said agreement or by reason of the contractor failure to perform the said agreement . Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rs. In Words) only.

We..... (indicate the name of Bank), further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us (name of Bank) under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We..... (indicate the name of Bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been full paid and its claims satisfied or discharged by (Designation & Address of Contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we (Name of Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we (Name of Bank) shall pay the Employer the full amount of the guarantee on demand without demur.

Tender no. "DFCC/MGS/Vehicle/10/2016/3"

We..... (indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to power exercisable by the employer against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Contractor.

The expressions "the Employer", "the Bank "and the Contractor" hereinbefore used shall include their respective successors and assigns.

We..... (Name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs.....(in words).
- ii) This Bank Guarantee shall be valid up to unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before.....

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of being herewith duly authorized.

Bank seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name:

Designation:

Address:

2. Name:

Designation:

Address:

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between DFCCIL, Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi(near Union Bank of India), Thana-Lanka, Varanasi-221011.), acting through (Project Head and name / address of the Project) (hereinafter called "the DFCCIL / Engineer") of the one part and _____ (name and address of the Contractor) (hereinafter called "the Contractor") of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Instructions to the Tenderer
 - c) Conditions of the Contract
 - d) Bill of Quantities
3. In consideration of the payments to be made by the DFCCIL to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the DFCCIL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The DFCCIL hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorised signatory)

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

Witness:

- 1.
- 2.

(Name, Designation and address of the authorised signatory)

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

Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated

ANNEXURE-IV

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL

I/WE THE UNDER SIGNED HEREBY SOLEMNLY DECLARE AND CERTIFY THAT I /WE DO NOT HAVE ANY OF OUR RELATIVE/RELATIVES EMPLOYED IN THE DFCCIL EXCEPT THE NAMES MENTIONED HEREIN UNDER:

1.....

2.....

3.....

ANDSOON.....

NOTE:- NAMES, DESIGNATION, NAME OF OFFICE, HEADQUARTER OF THE TENDERER(S)'S RELATIVE IN DFCCIL TO BE MENTIONED BY THE TENDERER(S)/TENDERER(S)S IN 1,2,3 AND SO ON ABOVE.

SIGNATURE OF TENDERER(S)/TENDERER(S)S

Tender no. “DFCC/MGS/Vehicle/10/2016/3”

END OF TENDER DOCUMENT