



Tender No. DFCCIL/CGM/MTC/VH07/OT/2019-20/RT

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.**  
**(A Public Sector Undertaking of Ministry of Railways)**  
**III<sup>rd</sup> floor, Shri Balaji Commercial Complex Plot No. C-2, Pocket- B, Sector-1,**  
**NH-58 By pass Vedvyaspuri Meerut.**

**OFFER DOCUMENT**

**Tender No. "DFCCIL/CGM/MTC/VH07/OT/2019-20/RT"**

**NAME OF WORK:** Providing of Seven (07) Nos. commercial spacious vehicles on Hiring basis for use in the Jurisdiction of CGM/DFCCIL/Meerut, for two year.

Approximate cost of work	:	Rs.90,71,251/-
Earnest money	:	Rs.1,81,430/-Only
Completion period	:	Two year
Offer closing date	:	07.06.2019 at 15.00 hours
Offer opening date	:	07.06.2019 at 15.30 hours

**NOT TRANSFERABLE**

**Issued by:** Chief General Manager,  
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED;  
III<sup>rd</sup> floor, Shri Balaji Commercial complex Plot no. C-2, Pocket- B, Sector-1, NH-58  
By pass Vedvyaspuri Meerut.

Issued to : M/s .....

.....

.....

**Dy. Chief Project Manager**  
**DFCCIL/Meerut**

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.**  
**(A Public-Sector Undertaking of Ministry of Railways)**  
**III<sup>rd</sup> floor, Shri Balaji Commercial complex Plot no. C-2, Pocket- B, Sector-1,**  
**NH-58 By pass Vedvyaspuri Meerut.**

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**Dy. Chief Project Manager**  
**DFCCIL/Meerut**



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.**  
**(A Public Sector Undertaking of Ministry of Railways)**

**IIIrd floor, Shri Balaji Commercial Complex Plot No. C-2, Pocket- B, Sector-1,**  
**NH-58 By pass VedvyasPuri Meerut.**

**Forwarding letter by Tenderer**

To,  
Dy. Chief Project Manager,  
DFCCIL, MEERUT.

**Tender No.: DFCCIL/CGM/MTC/VH07/OT/2019-20/RT**

**NAME OF WORK:** Providing of Seven (07) Nos. commercial spacious vehicles on Hiring basis for use in the Jurisdiction of CGM/DFCCIL/Meerut, for Two Year.

1. I/We ..... have read the various conditions of tender attached hereto and hereby I/We agree to abide by the said conditions. I/we also agree to keep this bid open for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our '**Earnest Money**'. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General 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.1,81,430/- (Rs. One Lakh Eighty one thousand Four Hundred Thirty 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 **15 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 **7 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)

Date .....

Tenderer/s address:

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**SECTION-1**  
**INSTRUCTION TO TENDERER(S)**

**Tender No.: DFCCIL/CGM/MTC/VH07/OT/2019-20/RT**

**NAME OF WORK:** Providing of Seven (07) Nos. commercial spacious vehicles on Hiring basis for use in the Jurisdiction of CGM/DFCCIL/Meerut, for Two Year.

**GENERAL INSTRUCTION**

DFCCIL invites open tender for the work of Providing of Seven(07) Nos. commercial Spacious Cars on hiring basis for use of DFCCIL officials and Competent Land Acquisition Authorities (State government revenue officials) in the jurisdiction of Chief General Manager/DFCCIL/Meerut, for Two Year. Duration of contract may be extended further by a maximum of one year. Vehicles will normally be required to run within UP & National Capital Region of Delhi (NCR) and occasionally to the states adjoining Uttar Pradesh as and when required.

**1.1 Key details of the tender are as under-**

<b>Tender No.</b>	<b>DFCCIL/CGM/MTC/VH07/OT/2019-20/RT</b>
Name of Work	Providing of Seven (07) Nos. commercial spacious vehicles on Hiring basis for use in the Jurisdiction of CGM/DFCCIL/Meerut, for Two Year.
Estimated Cost of Work	Rs. 90,71,251/- (Rs. Ninety Lakh Seventy one Thousand Two Hundred Fifty one rupees only)
Completion Period	Two Year
Bid Document cost	Rs.5,900/- (Rs.5000/- + GST @18%)(Rupees Five Thousand Nine Hundred only), To be directly depositing in DFCCIL account, details provided in Clause 1.3, or alternately Paid by pay order/demand drafts/Banker's cheque/Manager cheque from a nationalized bank or an Indian Scheduled Bank in favour of DFCCIL payable at Meerut. (non-refundable)
Type of Tender	Single packet System Open E-Tender
Earnest Money	Rs.1,81,430/- (Rs. One Lakh Eighty One Thousand Four Hundred Thirty only)to be submitted in DFCCIL Bank Accounts as per tender conditions.
Date and time of start & submission of filled tender	E-tender can be downloaded from 03.05.2019 and can be submitted Upto 15:00 hours of 07.06.2019 on <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a>
Date and time of opening of Tender	At 15:30 hours of 07.06.2019 on <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a>
Validity of Offer	90 Days from the date of opening of tender
Authority and place for purchase/ submission of tender document & address for Communication	Office of Chief General Manager; DFCCIL III <sup>rd</sup> floor, Shri Balaji Commercial Complex Plot No. C-2, Pocket- B, Sector-1, NH-58 By pass Vedvyaspuri, Meerut.

## 1.2 SCOPE OF WORK in Brief

The contractor will be required to provide Seven (07) Nos. of **commercial Spacious Vehicles (As per Schedule of quantity section-4)** in **perfect condition** with fuel & other consumables, maintenance, well-behaved, uniformed drivers with valid driving license to DFCCIL on hiring basis. Vehicles for the use of DFCCIL officials will be based/headquarter at Meerut while vehicles for competent Land Acquisition Authorities will/may be required/based/headquartered in the district of Aligarh, G.B. Nagar, Bulandshahr, Ghaziabad, Meerut, Muzaffarnagar & Saharanpur on need basis. The vehicles shall strictly comply with the provisions of pollution control, statutory regulation issued by State Transport Authorities/Central Govt. etc. from time to time. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Agency. This scope of work is illustrative and shall be read in conjunction with “Special Conditions of Contract”.

## 1.3 THE BANK DETAILS

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

Bank name	Union Bank of India
Name	Dedicated Freight Corridor Corporation of India Limited
A/C No	496601010035635
IFSC Code	UBIN0546836
Branch	Delhi Road, Meerut-Uttar Pradesh Pin 250002

## 1.4 THE ISSUANCE OF DIGITAL SIGNATURE TO THE BIDDERS:

To participate in the E-bid submission, it is mandatory for the bidders to have User ID and Password, which has to be obtained by submitting an annual registration charges of INR 2000/- + GST to M/s ITI through e-payment. Bidders have to pay the tender Processing fee to ITI through e-Payment. Already registered vendors with M/s. ITI need not to pay registration charges.

## 1.5 SUBMISSION OF OFFER

1.5.1 The tender documents shall be submitted in online mode through website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), in single packed system only.

- a. Singlepacked system viz. containing Technical offer and Financial offer along with necessary documents like scanned copy of EMD & Bid document cost shall be submitted through [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL). The bid document cost and EMD can be submitted in following modes:
  - i. Deposition of money directly in the DFCCIL account as per details in **Clause 1.3**. The scanned copy of the same shall be uploaded during the submission of bid.
  - ii. In any form indicated in **Clause 1.1** The scanned copy of the same shall be uploaded during the submission of bid.
- b. Detailed credentials as per the requirements of Eligibility criteria and all tender papers are to be uploaded on the e-tendering website.

- c. Bill of quantities with rates duly filled in is to be uploaded in Schedule of Quantity.” The bids are essentially to be submitted only by online mode. The prices must be filled after downloading Schedule of Quantity in prescribed format issued through e-tendering website and duly filled up and uploaded on the e-tendering website using Digital Signature for signing the document.
- d. The corrigendum, if any; shall only be hosted on the website only. The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted.

***The supporting documents for Eligibility criteria are essentially required to be uploaded on the website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) with the signed copy of tender document. Alternatively, the documents can also be submitted in hard copy at the “office of Chief General Manager; DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED; IIIrd floor, Shri Balaji Commercial Complex Plot No. C-2, Pocket- B, Sector-1, NH-58 Bypass Vedvyaspuri Meerut.” before the opening of the tender on stipulated date.***

- 1.5.2 In case 07.06.2019 is declared as holiday, tender can be uploaded upto 15:00 hrs. on next working day and will be opened at 15:30 hrs. on that day.
- 1.5.3 Each page of this bid document shall be submitted duly digitally signed by the tenderer. Bid document shall be accompanied by Earnest Money in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the tenderer and any other document specified in tender schedule.
- 1.5.4 All bids shall be submitted in accordance with the instructions contained in these documents (hereinafter called as bid documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected
- 1.5.5 The bids shall only be accepted through online mode. The bids submitted/received after the time and date fixed for receipt of Bids as set out in the documents will be summarily rejected.
- 1.5.6 Conditional tenders shall be summarily rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. DFCCIL will not take cognizance of any other conditions/variations from the tender stipulations mentioned at any other place in the tender documents in this regard.
- 1.5.7 Submission of a tender by the tenderer implies that, he had read the entire tender document including amendments, if any, and agreed with all the tender conditions. It shall be the responsibility of the bidder to make himself/ themselves familiar with the E-tendering procedure and can contact M/s. ITI Limited for any clarification, help and registration for E-Tendering & obtaining Digital Signatures at [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), and on telephone No. Delhi: 011-49424365 or Mob. No. 09599653865 of M/s. ITI Limited. Chandigarh: 08146699872, 08146699892.

#### **1.6 AUTHORISATION AND ATTESTATION:**

Offers shall be signed by the person duly authorized/empowered to do so. Certified copies of such authority (Power of Attorney) and relevant documents

are essentially required to be uploaded on the website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) with the signed copy of tender document. Alternatively, the documents can also be submitted in hard copy at the “office of Chief General Manager; DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED; III<sup>rd</sup> floor, Shri Balaji Commercial Complex Plot No. C-2, Pocket- B, Sector-1, NH-58 By pass Vedvyaspuri Meerut.” before the opening of the tender on stipulated date.

**1.7 EXECUTION OF CONTRACT:** The Successful Offerors responsibility under this contract commences from the date of issue of Letter to Proceed/Letter of Acceptance by Dedicated Freight Corridor Corporation of India Ltd. The successful Offeror shall be required to execute an agreement in the prescribed Performa enclosed herewith with the Dedicated Freight Corridor Corporation of India Ltd. within two weeks of acceptance of his offer.

**1.8 VALIDITY OF PROPOSAL**

The proposal shall be kept valid for a period of Ninety (90) Days from the date of opening.

**1.9 MINIMUM ELIGIBILITY CRITERIA FOR OFFERER**

**1.9.1** Tenderer should have PAN and GST registration. Certificates shall be submitted along with the offer

**1.9.2** Tenderer must have satisfactorily completed one single work of similar nature for a minimum 35% of advertised value of the tender in the last three financial years (i.e. current financial year and three previous financial years) i.e. financial year 2015-16, 2016-17, 2017-18 & 2018-19 (up to date of opening of tender)

**1.9.3** The total contract amount received by the bidder during the last three financial years and in the current financial i.e. financial years 2015-16, 2016-17, 2017-18 & 2018-19 (up to date of opening of tender) should be minimum of 150% of advertised tender value of the work.

**1.9.4** Tenderer must submit the documents/certificates of the completed works from State/Central Govt. Organizations/PSU in support of information submitted against para 1.9.2 above. The certificates from private individuals/firm for whom such works are executed/being executed shall not be accepted.

**1.9.5** Tenderer must have submitted the audited financial statements/documents/certificates in support of information submitted against para 1.9.3 above failing which his/their offer may be rejected without any correspondence with the tenderers at the sole discretion of DFCC. The certificates from private individuals/firm for whom such works are executed/being executed shall not be accepted.

**1.9.6** Consortium bidding to full fill the eligibility criteria shall not be allowed at any stage

**1.9.5** Copy of Udyog Aadhar Memorandum (UAM) number issued by ministry of MSME. (If applicable).

**1.9.6** Tenderer should have at least 50% vehicle of required schedule of quantities i.e. Four vehicles (04) out of the 07 vehicles from the schedule of section-4 duly registered in the name of tenderer/firm. The vehicle should be tax paid



and the proof of RC shall be submitted along with the offer. In case tenderer is not having requisite, vehicle registered in his/firm's name he will submit the proof of his intention to purchase the vehicle to be supplied under this tender. In such case booking receipt from Authorized dealers must be submitted clearly mentioning Vehicle details, cost of vehicle and expected date of delivery. Booking receipt must not be for amount less than Rs.50,000/-. Tenderer will be bound to supply the vehicle for which documentary proof i.e. Purchase Bill receipt/Booking receipt submitted with the offer. If same vehicle is already under service of any contract of this office not a rized affidavit (Annexure-VI) on Rs. 100/- stamp paper would be required from the tenderer that in case the tender is awarded to him the availability of the equivalent vehicle acceptable to this office shall be ensured in that contract if that contract date of completion happen to be after opening of this tender.

**1.9.7.** For remaining vehicle, tenderer will either submit the proof of his intention to purchase the vehicle to be supplied under this tender and for this Booking receipt must be minimum amount of Rs.50,000/- only shall be considered or else he will submit the RC Details of vehicle intended to be supplied under this contract along with the notarized consent affidavit on Rs. 100/- stamp paper from the owner of the vehicle in this regard. In both above cases tenderer will have to put in service these vehicles with in a fortnight of award of contract.

**1.9.8** Tenderer shall submit the proof of his address duly certified by the Gazette officer on non-judicial stamp paper.

**1.9.9** Tenderer should submit the character certificate duly verified by the local police station not more than six-month-old. However, this condition may be relaxed for running contractor of DFCCIL with satisfactory performance.

**1.10 EARNEST MONEY DEPOSIT (EMD)**

**1.10.1** The tender must be accompanied by a sum of Rs.1,81,430(Rs. One Lakh Eighty-One Thousand Four Hundred Thirty only) as earnest money deposited either by directly depositing in DFCCIL account, details provided in Clause 1.3, or alternately earnest money deposited in the form of Pay order/demand drafts/Banker's cheque/Manager cheque from a nationalized bank or an Indian Scheduled Bank. Earnest money shall be in favour of DFCCIL payable at Meerut.

**1.10.2** 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 1.10.1 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 General Manager; DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED; IIIrd floor, Shri Balaji Commercial Complex Plot no. C-2, Pocket- B, Sector-1, NH-58 By pass Vedvyaspuri Meerut" before the opening of the Tender. Failing which, the bid shall be summarily rejected and shall not be considered for further evaluation stage.

**1.10.3** The offerer (s) shall keep the offer open for a minimum period of 90 days from the date of opening of the offer. It is understood that the offer documents has been issued to the offerer(s) and the offer(s), is / are permitted to offer in consideration of the stipulation on his / their part that after submitting his / their offer subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the



terms and conditions thereof in a manner not acceptable to DFCCIL. Should the offerer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the DFCCIL.

- 1.10.4 If the offer is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the offerer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- 1.10.5 The Earnest Money of the unsuccessful offerer(s) will, save as here-in-before provided, be returned to the unsuccessful offerer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

### 1.11 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

- 1.11.1 The offerer must quote a flat single percentage above or below or at par of the total amount of the tender as given in the tender schedule. This percentage shall be applicable on each item of the schedule uniformly.
- 1.11.2 Rates shall include all the cost of vehicle, fuel, lubricants, maintenance, driver, insurances & all tax liabilities etc. **except GST, toll tax, parking charges, and out state entry tax** which will be paid extra (reimbursed) after production of documents in proof of having submitted the same. All other various taxes by central govt./ state govt./ local bodies as applicable at the time of the opening of the tender shall be accounted for in the rates. The bid prices shall be in **Indian rupees** only.
- 1.11.3 GST (Taxes), if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General & Special Conditions of Contract, Schedule of quantities & Rate sheet may be referred for further details.
- 1.11.4 The rate should be inclusive of all taxes/levied except GST.
- 1.11.5 The offeror shall quote rates as required in the Rate Sheet, for the entire scope of work. Bids based on a system of pricing other than that specified are liable to be rejected. The bid prices shall be in **Indian rupees** only.
- 1.11.6 Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.

### 1.12 SIGNATURE OF BIDS & DOCUMENTARY PROOF

The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. Offer(s) shall furnish **"Tenderer's General Information"** (Annexure-IV).

### 1.13 PARTNERSHIP DEED

The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern, tenderer shall submit the certified copy of partnership deed along with the tender and authorization to sign the tender

documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. DFCCIL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

**1.14 RIGHT OF DFCCIL TO DEAL WITH OFFER**

The authority for the acceptance of the offer will rest with the DFCCIL which does not bind itself to accept the lowest or any other offer nor does the DFCCIL under take to assign reason for declining to consider or reject any particular offer or offers.

1.15 The offerer/s whose offer is accepted will be required to appear at the office of the **Chief General Manager, DFCCIL, III<sup>rd</sup> floor, Shri Balaji Commercial Complex Plot No. C-2, Pocket-B, Sector-1, Vedvyaspuri bypass, NH-58 Meerut** in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract within 7 days after notice that the contract has been awarded to him and contract agreement are ready for signature.

1.16 In the event of any offerer/s whose offer is accepted and refusing to execute the contract, DFCCIL may determine that such offerer/s has/have abandoned the contract and there upon his/their offer and the acceptance there of shall be treated as cancelled.

**1.17 CHECK-LIST**

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

1.18 Offer documents are not transferable.

## Section 2

### GENERAL CONDITIONS OF CONTRACT

**GENERAL CONDITIONS OF CONTRACT** will form an integral part of the Bid and contract document. 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 Offer document shall prevail.

**2.1 DEFINITIONS:** - Unless excluded by or repugnant to the context:

- (a) "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- (b) The expression "Department"/ "Client"/ "Employer"/ "Corporation"/DFCCIL as used in the tender papers shall mean Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) which expression shall also include its legal successors and permitted assigns.
- (c) "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.
- (d) "Engineer"/ "Engineer-in-charge"/ "Employer's representative" of the work shall mean the 'Representative' appointed by DFCCIL, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- (e) 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.
- (f) The "Contract" shall mean the agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, price schedule / bill of quantities and schedule of rates.  
All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- (g) The "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.
- (h) The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.

- (i) The “Contract time” means period specified in the Offer document for entire execution of contracted works from the date of notification of award including monsoon period.
- (j) A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (k) A “month” shall mean a calendar month.
- (l) A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- (m) “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) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- (n) “GCC” mean the General Conditions of Contract.
- (o) “Government” means the Government of India.
- (p) “Letter of Acceptance” means the formal acceptance letter from the Employer of the Tender.
- (q) “Local currency” means the currency of Government of India.
- (r) “Temporary works” shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- (s) “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.
- (t) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

## **2.2 Interpretation**

In the contract, except where the context requires otherwise:

- (a) Words indicating one gender include all genders,
- (b) Words indicating the singular also include the plural and words indicating the plural also include the singular,
- (c) “Written” or “in writing” means hand-written, type written, printed or electronically made and resulting in a permanent record, and
- (d) The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

## **2.3 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Contractor’s staff. The contractor will have complete charge of Personnel engaged and shall be fully responsible for the services performed by them or on their behalf hereunder.

## **2.4 Communication and Language of Contract**

### **2.4.1 Communication to be in writing**

Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed have been given or made when delivered in person to an authorized representative of the Party to whom the

communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party. Notices shall be deemed to be effective as follows:

- a. In case of personal delivery or registered mail, on delivery
- b. In case of telexes, 24 hours following confirmed transmission
- c. In case of telegrams, 24 hours following confirmed transmission, and
- d. In case of facsimiles, 24 hours following confirmed transmission.

#### **2.4.2 Language of Contract**

The Contract has been executed in English which shall be controlling language for all matters relating to meaning or interpretation of this Contract.

#### **2.5 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be by the officials specified in the SCC executed under this Contract by the Employer or the contractor may be taken or executed by the officials authorized for the same.

#### **2.6 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein.

#### **2.7 Modifications**

The terms and conditions of this Contract including the Scope of work can be modified only by written agreement between the Parties.

#### **2.8 Care in Submission of Tenders:-**

Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions of the General/ Special Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

#### **2.9 Rights of the DFCCIL to deal with tender: -**

The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderers(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.

**2.10** If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates /create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.

#### **2.11 Omissions & Discrepancies: -**

Should a tender find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.



## 2.12 Performance Guarantee (P.G)

- 2.12.1 On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of **DFCCIL, Meerut**. The Performance Guarantee shall be submitted 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 upto 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 percent per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA.
- 2.12.2 This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 2.12.3 The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.
- 2.12.4 Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encased and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 2.12.5 The Engineer 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:
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee
  - (ii) Failure by the contractor to pay 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 the notice to this effect by Engineer.
  - (iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

## 2.13 SECURITY DEPOSIT

- 2.13.1 The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, will be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the Railway may retain any amount due for payment to the



Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

2.13.2 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,
- (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 shall be accepted towards Security Deposit.

2.13.3 The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period i.e. after 120 days of the satisfactory completion of the work.

2.13.4 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract., but Government Securities deposited will be payable with interest accrued thereon.

## 2.14 SUPERVISION AND SUPERINTENDENCE

### 2.14.1 CONTRACTOR'S SUPERVISION

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

### 2.14.2 CONTRACTOR'S AGENTS/EMPLOYEES

No other person except Contractor's authorized representative shall be allowed into DFCCIL premises and they shall not do any private work other than their normal duties. Contractors shall be directly responsible for any/all disputes arising between him and his personnel and keep DFCCIL indemnified against all losses, damages and claims there of the personnel engaged by the contractor shall be on the duty of the contractor/agency and under no circumstances shall be deemed to be on the duty of DFCCIL. Such staff shall not be entitled to claim any right, privilege or benefit from DFCCIL and in the event of any such claim, the contractor/agency undertakes to indemnify DFCCIL for any loss or damage, financial or otherwise. The personnel engaged by the contractor shall be subject to security check by DFCCIL security staff while entering/leaving the premises. Such personnel shall have to abide by the instructions of the security staff and other officers of DFCCIL authorized in this behalf. Failure to faithfully follow instructions would be deemed infringement of tender conditions. Contractor shall in no case lease/transfer/sublet for services without approval of DFCCIL, which DFCCIL in its discretion may or may not grant.

### 2.14.3 WORKMEN

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to

them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice is liable to prosecuted as per Indian Laws.

## **2.15 LAWS AND REGULATIONS:**

- a. **Governing Law:** This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.
- b. **Resolving the disputes:** In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Managing Director, **DFCCIL**, shall be the final and binding.

## **2.16 USE OF EXPLOSIVES**

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

## **2.17 PROTECTION**

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

## **2.18 SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT**

The contractor shall be solely responsible notwithstanding any stipulations by owner or Engineer for initiating, maintaining and supervising all safety precautions and programmers, 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.

## **2.19 INCOME TAX**

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source unless the contractor is exempted by Income Tax Authorities.

## **2.20 GST**

GST as applicable in this contract shall be reimbursed by DFCCIL as per prevailing law after the contractor submits the documentary proof of having deposited the same.

## **2.21 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 Govt taxes. However, the **GST** will be paid extra if payable under law on submission of the documentary evidence. The DFCCIL authorities will not

take any responsibility of refund of such taxes/fees. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

## **2.22 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 opening of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tendered rates shall be inclusive of all taxes levies, octroi etc. In case of increase/decrease of statutory duty DFCCIL shall reimburse/recover such differences. Necessary documents for such changes are to be submitted by bidder.

## **2.23 DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES**

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

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

### **2.23.3 Extension due to modifications**

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

### **2.23.4 Delays not due to Employer**

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

- a. Any force majeure event 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.

### **2.23.5 Delays due to Employer / Engineer**

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

### **2.23.6 Delays due to Firm/Contractor and Liquidated Damages**

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

- 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.

**2.23.7.** Time to 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.

### **2.24 Suspension**

The client may, by written notice of suspension to the Contractor, suspend all or part of services and payments to Contractor hereunder if the Contractor fail to perform any of the obligations under the Contract, including carrying out of the Services, provided that such notice of suspension shall a) specify the nature of failure and b) request the contractor to remedy such failure within a period not exceeding thirty (30) days.

### **2.25 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.

## **2.26 DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT**

### **2.26.1 Conditions leading to determination of contract**

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

- a. becomes bankrupt or insolvent, or,
- b. makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d. has execution levied on his goods or property or the works, or
- e. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of' this contract, or
- f. abandons the contract, or

- g. persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h. fails to adhere to the agreed program of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i. fails to take steps to employ competent and / or additional staff and labour, or
- j. promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- k. Suppresses or gives wrong information while submitting the tender.  
In any such case the Engineer on behalf of the Employer may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer, the Employer shall be entitled after giving 48 hours' notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).
- ii. **In such a case of termination, the Employer / Engineer may** 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 own staff at site.

## **2.27 DETERMINATION OF CONTRACT ON EMPLOYER/ENGINEER'S ACCOUNT**

The Employer / Engineer shall be entitled to determinate the contract, at any time, should, in the Employer / Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer / Engineer of such termination and reasons therefore, shall be conclusive evidence thereof. In case of determination of contract on Employer / Engineer's account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of Employer / Engineer. The decision of the Employer / Engineer on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

## **2.28 FOSSILS ETC**

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



and carry out at the expenses of the Engineer's order as to the disposal of the same.

## **2.29 LABOUR RULES**

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

## **2.30 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 work 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.

## **2.31 SETTLEMENT OF DISPUTES**

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

### **2.32 Mutual Settlement**

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

### **2.33 Conciliation/Arbitration**

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

### **2.34 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either party for settlement through Arbitration in accordance with the Rules stipulated as under.

**2.34.1** If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of the Employer in writing to settle such disputes or



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

**2.34.2** Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of at least three names will be sent to the Contractor. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Contractor.

**2.34.3 Nomination of Arbitrators/Sole Arbitrator**

Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs. 5 million and to a panel of three Arbitrators if total value of claims is more than Rs. 5 million. The Employer shall provide a panel of three arbitrators which may also include DFCC officers for claims up to Rs 5 million and a panel of five Arbitrators which may also include DFCC officers for claims of more than Rs. 5 million. The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator (the Presiding Arbitrator) from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision.

**2.34.4** No decision given by the Client in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The language of proceedings that of documents and communication shall be English.

**2.34.5** This is a condition of contract agreement/Arbitration that Arbitrators so nominated shall be professional Engineers/s. In case of 3 Arbitrators, one of the arbitrators shall be an accounts officer.

**2.34.6** This is also a condition of contract that in case above procedure for nomination of arbitrator/s cannot be adopted due to whatsoever reason may be, then it will be deemed that no arbitration clause exist in contract agreement and normal law of land shall prevail to settle the disputes.

- 2.34.7** In case, the Contractor opts for settlement of disputes through Conciliation, at first Contractor may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.1
- 2.34.8** 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.
- 2.34.9** The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Contractor.
- 2.35 Settlement through Court**  
It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through provisions of arbitration & conciliation provided in the agreement.
- 2.36 Suspension of work**  
The Obligations of the Employer, the Engineer and the Contractor shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation / arbitration nor shall payments to the Contractor continue to be made in terms of the contract.
- 2.37 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.
- 2.38 Substitute Arbitrators:**  
If for any reason an Arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
- 2.39 Interest on Awarded Amount**  
Where the arbitral award is for payment of money, no interest shall be payable on the whole or any part of the money for any period till the date on which the award is made.
- 2.40 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.
- 2.41 Jurisdiction of Courts**  
Jurisdiction of courts for dispute resolution shall be New Delhi only.
- Note:** All General Conditions of the Contract shall be applicable.

**Dy. Chief Project Manager  
DFCCIL/Meerut**

### **SECTION 3**

#### **SPECIAL CONDITIONS OF CONTRACT**

#### **3.1 SCOPE OF WORK**

- 3.1.1 The contractor shall provide Seven (07)nos. of commercial spacious vehicle (As per Schedule of quantity section-4) in perfect condition with fuel & other consumables, maintenance, well-behaved, uniformed drivers with valid driving license to DFCCIL on hiring basis. Vehicles for the use of DFCCIL officials will be based/ headquartered at Meerut while vehicles for competent Land Acquisition Authorities will/may be required /based/ headquartered in the district of Aligarh, Bulandsahar, G.B. Nagar, Ghaziabad, Meerut, MuzaffarNagar & Saharanpur as per the need basis. The vehicles shall strictly comply with the provisions of pollution control, statutory regulation issued by State Transport Authorities/Central Govt. etc. from time to time. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Agency.
- 3.1.2 Duration of the contract is for two years.
- 3.1.3 Total Seven (07) Nos. of commercial spacious vehicle (As per Schedule of quantity section-4) have been provided in the "Schedule of quantities". This numbers have been given for general guidance & may vary as per actual requirement.
- 3.1.4 Vehicles will normally be hired on monthly basis. In emergent situations, contractor may be asked to provide the vehicles on daily basis.
- 3.1.5 The vehicles shall be available to the DFCCIL/nominated official with driver, fuel, Engine oil etc., round the clock, as and when required on all days of week irrespective of holidays. Normally, vehicle will be required for 12 (twelve) working hours a day. However, due to urgency and requirement of work, it may be extended beyond 12 hours. In case vehicle is required in the night hours, driver shall report with the vehicle within 2 hours of having received the intimation.
- 3.1.6 The normal area of duty of the vehicle will cover the UP, entire NCR region but at times, depending upon the requirement, vehicle may have to go to the neighboring States (Haryana, Punjab, Uttar Pradesh, Uttrakhandand Rajasthan) as well.
- 3.1.7 All kinds of repairs/maintenance costs, charges of fuels, oil, lubricant, mobile phone charges, fee towards licenses/registration taxes, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration.
- 3.1.8 DFCCIL will not provide any accommodation to driver. Driver himself shall arrange Boarding/Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.
- 3.1.9 Vehicle shall be used on any type of road i.e. Kachha/Pucca including along the railway track as per direction of official using the vehicle.
- 3.1.10 DFCCIL may provide parking space if available with DFCCIL but vehicle parking shall be purely on contractor's risk.

#### **3.2 VEHICLES**

- 3.2.1 Vehicle providing shall not be less than 07 seat capacity (Including Driver).

- 3.2.2 Vehicle provided shall be manufactured after 01.01.2017. In case, vehicle is provided manufactured earlier than 01.01.2017 i.e. between 01.07.2016 to 31.12.2016 then rates will have a reduction of 5% for such vehicle and in case of manufactured between 01.01.2016 to 30.06.2016 then rates will have reduction of 10% for such vehicle. The vehicle manufactured prior to 01.01.2016 shall not be permitted even after reduction of rates.  
Vehicle shall use diesel only as fuel with proper entries in RC. If any vehicle provided to DFCCIL is found to be using any other fuel except the one declared, the contract shall be terminated and further action under the terms and conditions of the contract.
- 3.2.3 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 re-questioned 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 Agency.
- 3.2.4 No change of vehicle(s) or driver(s) will be allowed normally without the prior permission of DFCCIL. All the Vehicle(s) shall always carry first aid box and mandatory spares vis. Tool box/Kit, Fuses, Spark plugs, spare tyre etc. The Contractor/service provider shall be responsible for complying with legal and labour provisions prescribed by Government of India which shall include Income Tax, Accidents, ESI, PF, Contract Labour and Abolition Act etc.
- 3.2.5 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.
- 3.2.6 In case of breakdown of the vehicle the contractor shall provide the replacement (of same category) within a reasonable time failing which the touring executive(s) will be entitled to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.
- 3.2.7 Vehicle shall be available for all the days of a month including holidays. Maintenance rest will be provided normally on Sundays. In case of exigencies, the vehicle can be called on Sundays also. In such case, either a compensatory maintenance rest will be provided or an extra amount of **Rs. 150/-(One hundred fifty only)** shall be paid .Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extent labour laws for which no extra payment will be made.
- 3.2.8 Vehicle will be required generally for 12 hours every day, which will normally from 09.00 to 21.00 hrs. Occasionally timings may vary.
- 3.2.9 During the currency of contract, vehicle offered under the contract cannot be used for any other purpose except for DFCCIL. Any violation of the condition will invite penal action as per term and condition of the agreement.
- 3.2.10 The vehicle provided by the contractor must be fulfill the conditions of commercial vehicle. The vehicle will be checked and verified by the DFCCIL

official/Employer/Engineer and approval certificate of the same shall be submitted by the Contractor

3.2.11 The equivalent vehicle criteria will be decided by DFCCIL, in this regard DFCCIL decision will be final and binding.

### **3.3 Drivers**

3.3.1 Drivers deployed by the contractor shall be skilled, well behaved, holding valid commercial driving license and capable of undertaking minor repairs of vehicles. Drivers shall have the adequate knowledge of routes in the district of Ghaziabad, Meerut, Muzaffarnagar, Saharanpur, Bulandshahr, Gautam Budhnagar, Aligarh and Delhi. All the paper for vehicle like registration papers, insurance papers, certificate towards payment of road tax etc. shall be readily available with driver. Any penal action taken by concerned authority will be responsibility of the agency.

3.3.2 Drivers of the vehicles are required to be invariably provided with mobile phones in perfect working condition along with in vehicle charging facility. No separate payment shall be made by DFCCIL for the mobile phones. The driver mobile phone shall be accessible at all times. In case of any problem it will be responsibility of agency/driver to communicate with the alternate contact number. Any violation of the condition will invite penal action as per term and condition of the agreement. Contractor should also give all information and photo identity of the driver containing his address details etc.

3.3.3 The contractor/service provider shall ensure himself about the antecedents of the driver deployed for duty. 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.

3.3.4 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.

3.3.5 Driver shall also maintain a logbook and ensure that it is signed by the official using the vehicle.

3.3.6 Driver shall not be under influence of any drugs/alcohol/etc. during duty hours. If this condition is violated, the driver will not be allowed to continue on duty & penal action shall be taken as per term and condition of agreement.

3.3.7 Contractor has to ensure that character certificate of Drivers deployed on vehicle shall be submitted an affidavit on Rs. 50/- stamp paper duly notarized by the driver at the time of reporting the vehicle under the contract. The format of affidavit is enclosed in **Annexure-VIII**.

### **3.4 PAYMENT AND REIMBURSALS**

3.4.1 Hiring charges are on monthly basis for 312 working hours and inclusive of 3000Km run as mentioned in the schedule of quantities. For use beyond inclusive kms. and/ or beyond 312 working hours in a month, extra payment as per accepted rates will be made.

3.4.2 Rates are inclusive of all running maintenance & repair expenses, fuel, lubricants and any other consumables required from time to time, all taxes (excluding GST).



duties, incidental charges, 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. However, toll tax, parking charges and out state entry tax will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.

3.4.3 In case the vehicles are engaged on daily basis, payment will be made on prorated basis i.e. accepted rates divided by number of working days (Total days – Sundays) in a month.

(a) In order to calculate payment for extra KM run by vehicle, extra KM will be assessed over a period of three months. The extra KM over the limit mentioned under item no.-1 of schedule of quantity shall be used. In case the time period available at end of contract is less than three months, the extra KM run will be calculated as under:

Actual Km runs for the period beyond last three months- 100x nos. of days.

Note: (deduction of km shall not be applicable if actual km is less than 100x Nos. of day.)

(b) For calculation of extra KM only vehicle unit shall be considered in respect of actual Vehicle No. provided by the contractor.

3.4.4 TDS as applicable shall be deducted from the bills of the agency.

3.4.5 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 drivers' lunch / breakfast or drawl of petrol / diesel etc.

### 3.5 PRICE VARIATION / REVISION

(i) Revision of the fare due to increase/decrease in the Diesel prices as announced by Govt. shall be considered by DFCCIL on request of the contractor whenever the cumulative increase/decrease by variations in fuel price exceed 10% w.r.t accepted rates for the first revision and last revised rates for subsequent revisions.

(ii) To arrive at the revision of fare the rates quoted will be proportionately increased/decreased by 1/4<sup>th</sup> of the percentage increase/decrease in the price of fuel as mentioned above.

(iii) Contractor has to certify on monthly bill that there has been no cumulative decrease of 10% or more in the fuel prices warranting reduction in fare.

(iv) The per km rate of schedule "Item No. 2" would be subject to price variation condition mentioned above.

(v) In case of schedule of quantity of Item No.1 of section 4, which includes the run up to 3000km, difference of revised rates as per (i & ii) above & accepted rates for schedule item No.2 will be paid for the actual kilometers run.

3.6 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 decision shall be final. Each outstation duty will be given weightage of maximum 12 hrs. per day.

3.7 The agency shall submit bills, in duplicate, to the CGM/DFCCIL/Meerut office along with the log book for the period. Efforts shall be made for payment to be released to the agency through ECS/EFT within 15 days on receipt of bill



complete in all respects. Bills having cutting and over-writing shall not be entertained unless authenticated by the user. No advance payment shall be made under any circumstances.

- 3.8** The agency shall give consent in a mandate form for receipt of payment through ECS/EFT/RTGS. Charges if any will be on account of the contractor. The agency shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. and Bank and Branch Code as appearing on MICR cheque issued by the Bank. In case where ECS/EFT facility is not available, payment shall be released through Cheque.

**3.9 QUANTITY VARIATION: -**

Variation will come into the picture when overall agreement value goes beyond 25% of the contracted cost. For variation in Agreement value up to 25%, the contractor will be paid at the agreement rates. For any variation beyond 25% but up to 40%, rates will have a reduction of 2% in the incremental value of the agreement beyond 25%. For Variation beyond +40%, rates will have a reduction of 4% in the incremental value of the agreement beyond +40%.

**3.10 NON-PERFORMANCE OF THE CONTRACT CONDITIONS-PENALTY**

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

- 3.10.2** In case of non-reporting/refusal to provide the requisite vehicle against defective vehicle within an hour, the same shall be hired from any other source (s) at the risk and cost of the agency without any notice in writing. In addition to this, in case of any discrepancy in service viz. non-reporting, late reporting, non-provision of requisite vehicle, driver not fully conversant with routes, driver not behaving properly, AC not working where applicable, Vehicle is not maintained neat and clean and in perfect condition as per specifications etc., DFCCIL shall be at liberty to impose a penalty of minimum Rs. 1,000/- per incident per day in addition to actual cost of hiring vehicle/expenses incurred. In case of non-reporting/absence, in addition to penalty, the payment for monthly charges (Item No.1) shall be made as per actual day run (on prorata basis) In case of recurrent non-reporting/ refusal, DFCCIL shall also be at liberty to take such action against the Contractor as it may deem fit, which besides invoking either whole or part of the Contract Performance Guarantee, may even be termination of the contract.

- 3.10.3** In case of termination of contract owing to default of contractor, a sum equal to SD amount of total contract value will be forfeited/recovered from all/any due to contractor.

- 3.10.4** In case of not providing the vehicles/termination of contract owing to default of contractor, further such contractor /his sister concern firms shall not be issued quotation for at least one year.

**3.11 METER TEMPERING**

- 3.11.1** 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.

- 3.11.2 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.

### **3.12 VEHICLE INSURANCE/STATUTORY REQUIREMENTS**

- 3.12.1 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.
- 3.12.2 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 agency will be responsible for the conduct of their staff.
- 3.12.3 DFCCIL in no case is responsible for any legal matter arising matter of any State/Central Government laws in matter of employment of driver by owner of the vehicle or in respect of any other matter.
- 3.12.4 The contractor shall be completely responsible for safe running of vehicle. DFCCIL will not be responsible for any loss, damages, repairs, maintenance or accident to the vehicle or Driver. DFCCIL shall be absolved from all claims/compensation etc. in case vehicle is involved in any type of accident.
- 3.12.5 The contractor shall at all times indemnify the DFCCIL against all claims which may arise due accident or otherwise or due to the breach of the terms and conditions mentioned herein and/owing to any sort of act of commission on the part of the contract during the currency of this contract.
- 3.12.6 Contractor agrees to indemnify DFCCIL 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 the amount of compensation thus payable, under the terms of section 12 of the said Act. Together with all or any cost incurred by the DFCCIL Administration in such connection and the contract further agrees that the decision of the Engineer-in-charge with respect to the amount of such indemnity shall be accepted by him finally.

**SECTION-4**  
**Schedule of Quantity**

**NAME OF WORK:** Providing of Seven (07) Nos. commercial Spacious Cars on Hiring basis for use in the Jurisdiction of CGM/DFCCIL/Meerut, for two Year.

Item No.	Description of item	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	2	3	4	5	6
1	Hiring charges for providing commercial spacious vehicles (Scorpio, Xylo, Safari, Bolero, equivalent or higher in make/model/price) for usage up to 3000 km per month for 312 hrs per month (i.e 12 hrs per day). Inclusive of fuel, consumables, driver, repairs maintenance, tax etc. as per special conditions of contract.	Per month per vehicle	168	39,313.74	66,04,708.32
2	Additional charges for usage over 3000 km per month as per special conditions of contract. (Average of three months per vehicle shall be taken for operation of this item)	Per km	252000	9.73	24,51,960.00
3	Additional Charges for usage over 312 Hrs. per Month	Per Hrs.	1680	8.68	14,582.40
<b>Total</b>					<b>90,71,251.00</b>
<b>Rate Quoted in % Below/At Par/ Above</b>			<b>To be filled in separate excel sheet as per clause 1.5.1 (C)</b>		

**Note:**

- The offerer must quote a flat single percentage above or below or at par of the total amount for the tender as given in the tender schedule. This percentage shall be applicable on each item of the schedule uniformly. In case of discrepancy, rate quoted in words shall prevail.
- Rates shall include all the cost of vehicle, fuel, lubricants, maintenance, driver, insurances & all tax liabilities etc. except GST, toll tax, parking charges and outstate entry tax which will be paid extra (reimbursed) after production of documents in proof of having submitted the same. All other various taxes by central

govt./state govt./ local bodies as applicable at the time of the opening of the tender shall be accounted for in the rates. The bid prices shall be in Indian rupees only.

3. If there is any typographical error/calculation error in schedule of quantity DFCCIL reserves its right to correct the same at any stage.
4. The offerer shall quote rates as for the entire scope of work.
5. If the Bidder that submitted the lowest evaluated bid does not accept the correction of error, its Bid shall be disqualified and its bid security may be forfeited.
6. Tenderer must submit relevant documents & certificates as mentioned in various clauses of tender document.

**Declaration by the tenderer**

- (1) I/We am/are signing this document after carefully reading the contents.
- (2) I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

**Signature of tenderer/s**  
**Address:**

**ANNEXURE – I**  
**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

Name & Address of Project.

[Acting through \_\_\_\_\_ (Project In charge) & Address of the Project]

WHEREAS \_\_\_\_\_ [name and address of Guarantor]  
(Hereinafter called “the Contractor”) has undertaken, in pursuance of letter of acceptance

No. \_\_\_\_\_ dated \_\_\_\_\_ to execute  
\_\_\_\_\_ [name of contract and brief Description of works} (hereinafter called “the contract”).

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

AND WHEREAS we (name / address of the bank) have agreed to give the Consultant such a Bank Guarantee;

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

We (name / address of the bank) hereby waive the necessity of your demanding the said debt from the (Contractor) before presenting us with the demand. We (name / address of the bank) further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the (Contractor) shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to \_\_\_\_\_ (a date 60 days from the date of completion of the work).

**SIGNATURE AND SEAL OF THE GUARANTOR**

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM OF AGREEMENT**

(To be executed on requisite value of stamp papers)  
AGREEMENT

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_  
(Month/year) between DFCCIL, acting through Dy. Chief Project Manager, III<sup>rd</sup> floor  
Balaji Complex Plot C-2, Pocket –B sector-1 NH-58 Bypass Vedvyaspuri, Meerut  
(herein after called the “employer /Engineer”) of the one part and (Name / address of  
the contractor) (herein after called the contractor) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the  
Contractor viz. Contract No. \_\_\_\_\_  
(hereinafter called “the works”, and has accepted a Bid by the Consultant 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 Tenderers
  - c) General Conditions of the Contract
  - d) Special conditions of Contract
  - e) Schedule of Quantities as Agreed and Accepted by the contractor with the LOA
3. In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenant to pay the Consultant 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  
authorized signatory)

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

Witness: Witness:

- 1.
- 2.

(Name, Designation and address of the  
authorized signatory)

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

- 1.
- 2.

Name and address of the witnesses to be indicated.



**ANNEXURE – III****Details of Vehicles owned/ Undertaking given**

<b>Sr. No.</b>	<b>Registration No.</b>	<b>Make</b>	<b>Model</b>	<b>Cost of Vehicle</b>	<b>Expected Date of Delivery</b>	<b>Owned or Undertaking</b>

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

**Signature of  
tenderer/s**

**Tenderer's General Information**

1. Name of the agency and address : .....  
.....  
.....
2. Person to be contacted : .....
3. Designation : .....
4. Telephone Nos. (office) : .....
5. Mobile No. : .....
6. Fax Nos. : .....
7. Category of Firm: Whether Partnership /  
Ltd. Co./Sole or proprietorship, etc. : .....
8. Particulars of Bank Account : .....  
(Bank Account details required for release of EMD through NEFT/RTGS)
  - A. Name of the Bank : .....
  - B. Name of the Branch : .....
  - C. Address : .....
  - D. Telephone No : .....
  - E. Type of the account (S.B, Current or  
Cash Credit) with IFSC & MICR code: .....
  - G. Account number (as appearing  
on the cheque book) : .....

(In lieu of the bank certificate to be obtained as under, please attach a bank cancelled cheque or photocopy of a cheque or front page of your bank passbook issued by your bank for verification of the above particulars.)

Note: Above information shall be precise with full details.  
It is certified that information given above is true to the best of my knowledge and nothing has been hidden/misrepresented.

**Sign. of Tenderer(s)**

**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.....

AND SO ON .....

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

**ANNEXURE – VI**

**Affidavit for Providing the Vehicle**

**(To be executed on requisite value of Rs.100/- stamp paper and duly notarized)**

I/We.....S/o,D/o.....  
 R/o..... Owner/Co-Owner of the M/s .....  
 ..... do hereby solemnly affirm and declare as under:

I am going to participate in the tender No. "DFCCIL/CGM/MTC/VH07/OT/2019-20" for Providing of Seven (07)Nos. commercial spacious vehicles on Hiring basis for use in the Jurisdiction of CGM/DFCCIL/Meerut, for Two Year.

I am proposing to provide the following vehicle the details are as under

SN	Registration No.	Make	Model	Chassis No.

Out of the above vehicle at Sl. No.....& .....are working under DFCCIL contract No.....Dated.....with the date of validity .....

I have hereby undertaken that in case the contract in the above tender is awarded in my favor, I will provide the above-mentioned vehicle with in period of one week from the Date of LOA. In case I fail to do so, I will be liable for action as per tender condition.

In the eventuality of both the contract having some common validity duration, I will provide the suitable replacement/s by vehicle of equivalent nature acceptable to DFCCIL within period of one week of own name, failing which I shall be liable for penal action in terms of conditions of the agreement.

**Signature of the Tenderer/s  
Address**

**ANNEXURE-VII****Consent Affidavit for Providing the Vehicle  
(To be executed on requisite value of Rs.100/- stamp paper and duly notarized)**

I/We.....S/o,D/o.....R/o.....  
.....Owner/Co-Owner of the M/s .....do hereby  
solemnly affirm and declare as under:

I am going to participate in the tender no. "DFCCIL/CGM/MTC/VH07/OT/2019-20" for Providing of Seven (07)Nos. commercial spacious vehicles on Hiring basis for use in the Jurisdiction of CGM/DFCCIL/Meerut, for Two Year.

I am proposing to provide the following vehicle the details are as under

SN	Registration No.	Make	Model	Chassis No.

I have hereby undertaken that in case the contract in the above tender is awarded in my favor, I will provide the above-mentioned vehicle with in period of one week from the Date of LOA. In case I fail to do so, I will be liable for action as per tender condition.

**Signature of the Tenderer/s  
Address**

**Signature of Vehicle Owner**

**Annexure-VIII****Affidavit for submission the Character Certificate**

(To be executed on requisite value of Rs.50/- stamp paper and duly notarized)

I/We.....S/o,D/o.....R/o.....  
.....Driver of the M/s .....do hereby solemnly affirm  
and declare as under:

I hereby declare that to the best of my knowledge and belief there is nothing in relation to my conduct, character or personal background of any nature that would adversely affect the position of contractor M/s.....

**Signature of the Driver  
Address**

**Signature of the Contractor  
(Guarantor for submission  
the Character certificate by  
the Driver within Two Month)**

**Address**



**CHECKLIST**

**NAME OF WORK:** Providing of Seven (07) Nos. commercial Spacious Cars on Hiring basis for use in the Jurisdiction of CGM/DFCCIL/Meerut for Two Year.

Name of tenderer: .....

SN	Items Description	Reference	Enclosed
1	Earnest Money Deposit	Clause 1.10 Section-1	Yes/No
2	Minimum Eligibility criteria for offerer	Clause 1.9 Section-1	Yes/No
3	The documents/certificates of the completed works from State/Central Govt.	Clause 1.9.4 Section-1	Yes/No
4	Tenderer must have submitted the audited financial statements/documents/certificates in support of information	Clause 1.9.5 Section-1	Yes/No
5.	Affidavit for Providing the Vehicle on Rs.100 Stamp Paper with duly Notarized	Clause 1.9.6 Section-1 (Annexure-VI)	Yes/No
6.	Consent Affidavit from the Vehicle Owner for Providing the Vehicle on Rs.100/- Stamp Paper with duly Notarized	Clause 1.9.7 Section-1 (Annexure-VII)	Yes/No
7.	Proof of Address	Clause 1.9.8 Section-1	Yes/No
8	Character Certificate	Clause 1.9.9 Section-1	Yes/No
9	Forwarding letter by tenderer	Page 3	Yes/No
10	All the Annexure from Annexure -I to Annexure-IX properly filled up and relevant documents attached and indicated in Annexure, where asked.	Annexure-I to Annexure IX	Yes/No
11	Authorization letter in favour of person signing the bid documents	Clause 1.6 Section-1	Yes/No
12.	Affidavit For submission the Character Certificate on Rs.50 Stamp Paper with duly Notarized	Clause 3.3.7 Section-3 (Annexure VIII)	Yes/No
13.	Check-list	Annexure IX	Yes/No
14.	Any other relevant document shall be attached		
15.	<b>RATES TO BE QUOTED AS PER CLAUSE 1.5.1(c)</b>		

**Signature of tenderer/s**