



**BID DOCUMENT**

FOR

THE WORK OF

HIRING OF COMMERCIAL VEHICLES FOR OFFICIAL USE OF CPM/DFCCIL/NOIDA UNIT

TENDER NO: CPM / DFCCIL / NOIDA UNIT / HIRING OF COMMERCIAL VEHICLES / 2016/04

***(Participation through E-Tender only)***

Visit: [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)

Help: Please contact Tenderwizard helpdesk at No. 011-49424365 or Mr. Suraj Singh (*Mob. No. 9599653865*)

Dedicated Freight Corridor Corporation of India Ltd. (*Noida Unit*)  
A Govt. of India (*Ministry of Railways*) Enterprise  
D-89, 1<sup>st</sup> Floor, Sector-2, Noida-201301  
Ph: 0120-2542889, Fax: 0120-4193877  
Website: [www.dfccil.gov.in](http://www.dfccil.gov.in)

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**CHECK LIST**

<b>Check List of Items to be Uploaded by the Tenderer in E-Tender on or before the Last Date &amp; Time of Bid Submission</b>	
<b>1</b>	<b>Earnest Money Deposit</b> of Rs.3,57,590/- ( <i>Rupees Three Lakh Fifty Seven Thousand Five Hundred Ninety only</i> ), confirming to Para 2 of General Conditions of Contract under Section-3 of the bid document ( <i>Statutory document</i> ). The <b>EMD</b> should be in the form of <b>Demand Draft</b> or <b>Banker's Cheque</b> or <b>FDR</b> made in favor of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank.  MSEs registered with a body specified by Ministry of MSME <b>for the item tendered</b> are exempted from submission of EMD.
<b>2</b>	<b>Cost of Bid document</b> of Rs.5,000/- ( <i>Rupees Five Thousand only</i> ) in the form of <b>D.D.</b> or <b>Banker's cheque</b> made in favor of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank ( <i>Statutory document</i> ).  MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Cost of Bid Document.
<b>3</b>	<b>Forwarding letter</b> duly signed by the tenderer for <b>acceptance of tender conditions unconditionally</b> , in the prescribed format as per ' <b>Appendix-I</b> '.
<b>4</b>	Bidder's General Information as per ' <b>Appendix-II</b> '
<b>5</b>	<b>Registration certificate</b> of the Company in case of company.
<b>6</b>	<b>Partnership Deed/Memorandum and Articles of Association</b> of the firm or company.
<b>7</b>	Documentary evidence in support of <b>Proprietorship</b> ( <i>in case of sole proprietor</i> ).
<b>8</b>	Copy of <b>Service Tax</b> Registration Certificate & <b>PAN/TAN</b> Card
<b>9</b>	Power of Attorney of the person having digital signature for signing/submitting the Tender ' <b>Appendix-III</b> '
<b>10</b>	Detail of similar works completed in last 3 years ( <i>i.e. current financial year (upto the date of submission of tender) and previous 3 financial years</i> ) duly submitting the <b>Experience Certificate</b> of each completed work duly signed by the authorized officer of the concerned department as per the format attached as ' <b>Appendix-IV</b> '.
<b>11</b>	<b>Certificate of Financial Turnover</b> for last 3 financial years and the current financial year ( <i>upto the last date of submission of tender</i> ) as per format at ' <b>Appendix-V</b> '
<b>12</b>	<b>Detail of Vehicle owned</b> by the firm as per ' <b>Appendix-VI</b> '
<b>13</b>	<b>Certificate of No relative</b> being an employee of DFCCIL as per ' <b>Appendix-VIII</b> '
<b>14</b>	<b>Integrity pact</b> duly signed by the bidder as per ' <b>Appendix-IX</b> '
<b>15</b>	Registration Certificates of having registered under various Labour Laws ( <i>As applicable</i> ).
<b>16</b>	<b>Entire Tender Document</b> is first to be downloaded from E-Tender Portal ( <i>in PDF Format</i> ) and then to be uploaded with digital signature by the Authorized Signatory of the bidder.
<b>17</b>	All pages of all the <b>Corrigendum/Addendum/Clarification</b> etc. ( <i>if any</i> ) are first to be downloaded from E-Tender Portal and then to be uploaded with digital signature by the Authorized Signatory of the bidder.
<b>18</b>	<b>Financial Bid</b> ( <i>Microsoft Excel file</i> ) to be filled, saved and uploaded in e-tender portal i.e., <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a>

**Note:-**

- (i) Document No.1 to 15 of the Check List above should be scanned and uploaded in the **'Document Library'** of the E-Tender Portal (*www.tenderwizard.com/DFCCIL*) through digital signature & after that, attach all above documents in particular tender.
- (ii) Similarly the document mentioned at S.No.16 to 17 of the Check List should first be downloaded from E-Tender Portal (*in PDF Format*) and thereafter, upload them to E-Tender Portal, through digital signature in document library & after that, attach the same in particular tender.
- (iii) However, the tenderer (s) **must submit document no.1 & 2** of the Check List in **physical form (originals) in a sealed Envelope** (*mentioning heading on the top as EMD & Cost of Bid Document, with name of Work, NIT No., Name & address of tenderer*) to the office of Chief Project Manager, DFCCIL/Noida Unit, D-89, First Floor, Sector-02, Noida-201301. This sealed Envelope must reach CPM/DFCCIL/Noida office on or before last date & time of bid submission, failing which, the offer of the tenderer would be **summarily rejected**.
- (iv) For Document No. 18 of the Check List, only the downloaded 'Financial Bid' file should be uploaded after filling, saving and digitally signed. **Do not upload scanned copy of 'Financial Bid' in 'Document Library'**. The financial bid (*after filling the rates*) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to the office of CPM/DFCCIL/Noida

**TOP SHEET**

Tender Notice No.	:	CPM / DFCCIL / Noida Unit / Hiring of Commercial Vehicles / 2016/04
Name of work	:	Hiring of Commercial Vehicles for official use of CPM/DFCCIL/Noida Unit for a period of two years.
Tentative Estimated value of the tender	:	<i>Rs.1,78,79,472/- (Rupees One Crore Seventy Eight Lakh Seventy Nine Thousand Four Hundred Seventy Two Only)</i>
Cost of Tender Document	:	<i>Rs.5,000/- (Rupees Five Thousand only).</i>
Earnest Money	:	<i>Rs.3,57,590/- (Rupees Three Lakh Fifty Seven Thousand Five Hundred Ninety only)</i>
Completion period	:	2 Years, but extendable by Additional one year.
Validity of Offer	:	90 days from date of opening of Tender.
Last Date & Time of Bid submission	:	16-01-2017 till 15.00 hrs.
Date & Time of Opening of Bid	:	16-01-2017 at 15.30 hrs.

**SECTION-1**  
**NOTICE INVITING OPEN E-TENDER**

**Dedicated Freight Corridor Corporation of India Ltd.***(A Government of India Enterprise under Ministry of Railways)***SECTION-1****NOTICE INVITING OPEN E-TENDER****Tender Notice No:** CPM/DFCCIL/Noida Unit/Hiring of Commercial Vehicle/2016/04

1. The Chief Project Manager/DFCCIL/Noida for and on behalf of DFCCIL invites open, E-Tender in Single Packet System on the prescribed form for the under noted work.

1	Tender Notice No.	CPM / DFCCIL / Noida Unit / Hiring of Commercial Vehicle/ 2016/ 04
2	Name of Work	Hiring of Commercial Vehicles for official use of CPM/DFCCIL/Noida Unit for a period of two years.
3	Type of Tender	Open E-Tender, 'Single Packet System'.
4	Type of Contract	Hiring of Commercial Vehicles
5	Completion Period	<b>Two years but extendable by additional one year.</b>
6	Maintenance /Defect liability period	NIL
7	Tentative Estimated value of the tender	Rs.1,78,79,472/- ( <i>Rupees One Crore Seventy Eight Lakh Seventy Nine Thousand Four Hundred Seventy Two Only</i> )
8	Bid Document Cost ( <i>Non-Refundable</i> )	Rs.5,000/- ( <i>Rupees Five Thousand only</i> ), in the form of DD or Banker's Cheque in favor of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank.  MSEs registered with a body specified by Ministry of MSME <b>for the item tendered</b> are exempted from bid document cost.
9	Earnest Money Deposit	Rs.3,57,590/- ( <i>Rupees Three Lakh Fifty Seven Thousand Five Hundred Ninety only</i> ), to be submitted, by the bidder in the form of DD or Banker's Cheque or FDR in favor of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank.  MSEs registered with a body specified by Ministry of MSME <b>for the item tendered</b> are exempted from EMD cost.
10	Validity of the Offer	90 days from the date of Opening of Tender
11	Tender Processing Fees	Rs. 8,625/- ( <i>Rupees Eight Thousand Six Hundred Twenty Five only</i> ) ( <i>non-refundable</i> ) inclusive of all taxes and duties to be paid through E-payment get way to ITI Limited while requesting of tender.
12	Performance Guarantee	5% of the awarded Contract Value as per General Conditions of Contract.
13	Security Deposit	In addition to performance guarantee, the agency will have to deposit 5% of awarded value of the contract, towards security deposit ( <i>to be deducted @ 10% through each running on account bills, after adjusting EMD</i> ).

14	<b>Technical Eligibility criteria</b>	<p>(i) The Tenderer(s) should have successfully completed at least <b>one single similar work</b> of value not less than 35% of the tentative Estimated values of this tender during last three financial years (<i>i.e. current financial year (upto last date of tender submission) and previous three financial years</i>) for any Government/Semi Government/PSU.</p> <p><b>Similar nature of work means:-</b> Supply of AC/Non AC SUV/MUV Commercial Vehicles to the Govt./Semi Government/PSUs on hiring basis.</p> <p>ii) The <b>bidder submitting the bid must have a minimum fleet of SUV vehicles</b> registered in NCR as indicated below:-</p> <table border="1" data-bbox="646 541 1455 573"> <tr> <td>SUV Commercial Vehicles</td> <td>7 Nos.</td> <td>Make 2013 onwards</td> </tr> </table> <p>The vehicle should be authorized to ply as hired vehicles as per Section-66 MVA-1988, in Delhi/NCR registered in the name of firm or in the name of proprietor or in the name of partner(s)' of the firm. (<i>Self-attested copy of partnership deed or article of association or ownership certificate to be enclosed</i>).</p> <p><b>A list of SUV vehicles</b> indicating the make, registration no. &amp; Model along with of photocopies of Registration Certificates fulfilling the aforesaid condition <b>should be uploaded as per the format given in Appendix no.-VI.</b></p>	SUV Commercial Vehicles	7 Nos.	Make 2013 onwards
SUV Commercial Vehicles	7 Nos.	Make 2013 onwards			
15	<b>Financial Eligibility Criteria</b>	The tenderer should have received payment against satisfactory execution of completed and ongoing works of all types ( <i>from Govt./Semi Govt./PSU</i> ) during last 3 financial years ( <i>i.e. current financial year (upto last date of tender submission) &amp; preceding 3 financial years</i> ), as per employer payment certificate/Certificate from CA/Audited Balance sheet and Form-26AS of not less than 150% of the advertised estimated Value of this tender.			
16	Address of Communication and name of contact person	Office of Chief Project Manager/Noida Unit, Dedicated Freight Corridor Corporation of India Ltd., D-89, First Floor, Sector-2, Noida-201301 (UP). Contact Person: Shri Subodh Singh ( <i>Dy. PM/S&amp;T/Noida</i> ) Contact No-9560202500.			
17	<b>E-Tender Portal</b> Website Address and Helpdesk No.	<a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> For any help in connection with E-Tendering, please contact at <a href="http://www.tenderwizard.com">www.tenderwizard.com</a> Helpdesk No-011-49424365 or Mob: 9599653865.			

**DATE AND TIME SCHEDULE :**

18	Date and time of start & submission of filled Tender Document	E-Tender can be downloaded from <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> starting at 11 hrs. of 27-12-2016 and can be submitted upto 15:00 hrs. of 16-01-2017 .
19	Date and Time of Opening of Tender	16-01-2017 at 15:30 hrs.



## 2. **ELIGIBILITY CRITERIA**

Eligibility criteria of tenderer shall be assessed as per clause 6 of Section-3, General conditions of contract of tender document.

3. Interested bidders who wish to participate should visit **E-Tender Portal** on the website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), which is the only website for bidding their offer. However, the tender document has also been uploaded on DFCCIL website [www.dfccil.gov.in](http://www.dfccil.gov.in) and Central Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) **for viewing only**.
4. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the **addendum(s)/corrigendum(s)** shall be issued and placed **only on E-Tender Portal** [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), at least three days in advance of last date fixed for submission of tenders. The tenderer must keep themselves updated about the latest developments about the tender and ensure that the addendum(s)/Corrigendum(s), if any are downloaded by them from the E-Tender Portal (*in PDF Format*) and thereafter is uploaded on the E-Tender Portal through their digital signature.
5. The tender documents should be submitted through online mode only in website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL). The offer submitted other than online mode, will not be accepted. Please refer Para-1.1, 'Procedure for submission of E-tender' of 'Instructions to Bidder' (*ITB*), Section-2 for clarification.
6. To participate in the E-Bid submission, it is mandatory for the bidders to have **user ID & password** to login [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), which has to be obtained by submitting an annual registration charges of INR 2000/- + Service tax @ 15% to ITI Ltd. through online mode. Bidders will have to pay the Tender Processing Fee to ITI Ltd. through e-payment at the time of request of bid. Already registered vendors with M/s. Indian Telephone Industries Ltd. (*ITI Ltd.*) need not pay registration charges. For further details, please refer Para-1.1, 'Procedure for submission of E-tender' of 'Instructions to Bidder' (*ITB*), Section-2 for clarification.
7. E-Tenders shall be opened online at the address given below at the time and date given in NIT. The tenderer or their representative may attend the tender opening at the following address.  
  
Office of the Chief Project Manager/Noida:-  
  
**Chief Project Manager/Noida, DFCCIL**, D-89, First Floor, Sector-2, Noida (*U.P*)-201301.  
  
Tender shall be submitted as per "Instructions to Bidders (*ITB*)" forming a part of the tender document.
8. Any tender received **without Earnest Money & Bid Document** Cost in the form as specified in tender documents shall not be considered and shall be **summarily rejected**.
9. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding. DFCCIL also reserves the right for asking of any clarification from the tenderers on the submitted bid for evaluation purpose and the tenderer would have to promptly clarify the same.

10. Tenderers may note that, they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. **EMD** of such tenderer **shall be forfeited**. The decision of DFCCIL in this regard shall be final and binding.
11. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document of financially lowest bidder being found false, the provisional qualification shall stand withdrawn, and the next higher bidder (*L-2, L-3 ..... So on*) shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per Clause No. 10.0 above.
12. ***JV or Consortium of any kind will not be permitted for this tender.***
13. ***In case the tenderer is a partnership firm then, the work experience, solvency, turnover and other shortlisting criteria (as specified in the tender document) should be in the name of Partnership firm only.***

We look forward for your active participation.

For & on behalf of DFCCIL  
Chief Project Manager/Noida

**SECTION-2**  
**INSTRUCTIONS TO THE BIDDERS (ITB)**

**SECTION-2**

**INSTRUCTIONS TO BIDDERS (ITB)**

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

Further following instructions should be noted by bidders

**1.1 PROCEDURE FOR SUBMISSION OF E-TENDER:**

**1.1.1 Bid Document obtaining process:**

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

Interested bidders who wish to participate should visit website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), which is the only website for bidding their offer. Further the procedure is as follows:-

- Register yourself with M/s. Indian Telephone Industries Ltd. (ITI Ltd.) for obtaining Login ID and Password (after paying necessary charges). This is one time annual payment and applicable for bidding other tenders also.
- Obtain **Class-III** Digital Signature Certificate from ITI Ltd. or any other digital signature issuing authority. In case, bidder wish to obtain the digital signature certificate from ITI Ltd., they may contact helpdesk numbers **011- 49424365 or 9599653865**.
- Using the login ID, password and digital signature enter the tender portal to purchase the tender document.
- The **Bid Document Cost** has to be paid to DFCCIL **through offline mode** only by way of DD/Banker's Cheque drawn in favor of "Dedicated Freight Corridor Corporation of India Limited payable at Delhi/Noida" and details thereof are to be entered in the relevant columns of E-Bid form available on the portal. However, tender document shall be provided **free of cost** to MSEs registered with a body specified by Ministry of MSME **for the item tendered** for which, the tenderer will have to **upload the exemption certificate** on the E-Tender Portal.
- Payment of E-Tender processing fees is to be done to M/s. ITI Ltd. through online mode of payment.
- After the payment of E-Tender processing fee and Bid document cost the bidder can download the tender document (PDF File) & 'financial bid' (Microsoft Excel file 'Financialbid.xls') by clicking the link "Show Form".

**1.1.2 BID SUBMISSION PROCESS:**

- a. Before quoting the rate and uploading the 'Financial Bid', bidders are advised to upload scanned copies of all the requisite documents (*Document No.1 to 15 mentioned in "Check List" of the tender document*) in the document library of E-Tender Portal. Thereafter, attach all these documents in the particular Tender through E-Tender Portal.
- b. Similarly the bidders are required to download the tender document (*S.No.16 of the Check List*) and Addendum/Corrigendum (*if any*) (*S.No.17 of the Check List*) from the E-Tender Portal (*in PDF Format*) & upload the same through digital signature in the document library of the E-Tender Portal. Thereafter, attach all these documents in the particular Tender through E-Tender Portal.
- c. After uploading above documents in the document library and thereafter attaching the same in tender document, bidder should quote their rates in the downloaded 'Financial Bid' file and save the file on his computer. After saving, the bidder can upload the duly filled in file at E-Tender Portal. The name of the downloaded 'Financial Bid' (*'Financialbid.xls'*) file should not be changed.
- d. However, the tenderer (s) must submit the **original EMD & Bid Document Cost** in a sealed Envelope (*mentioning heading on the top as EMD & Cost of Bid Document, with name of Work, NIT No., Name & address of tenderer etc.*) to the office of Chief Project Manager, DFCCIL/Noida Unit, D-89, First Floor, Sector-02, Noida-201301. **This sealed Envelope must reach CPM/DFCCIL/Noida office on or before last date & time of bid submission, failing which, the offer of the tenderer would be summarily rejected.**

**1.2 COST OF BIDDINGS:** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and DFCCIL shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**1.3 LANGUAGE OF BID:** The Bid, as well as all correspondence and document(s) relating to the bid exchanged by the Bidder and the DFCCIL, shall be written in English.

**1.4 CURRENCIES OF BID AND PAYMENT:** The Bidder shall quote the unit rates and the prices entirely in the Indian Rupees.

**1.5 PERIOD OF VALIDITY OF BIDS:** Bids shall be signed by an authorized person and shall be valid for 90 days from the date of opening of the tender. The Bid for shorter validity period shall be **summarily rejected** by the DFCCIL as non-responsive.

**1.6 FORMAT AND SIGNING OF BID:** Bid document shall be uploaded through digital signature on the E-Tender Portal by a person duly authorized by the bidder or bidder himself. Any interlineations, erasures, or overwriting on the uploaded bid document shall be valid only if they are signed or initialed by the person signing the bid.

**1.7 SIGNING OF CONTRACT:** The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the DFCCIL through a letter of acceptance. In response, the successful bidder should sign the contract agreement within 7 days of **submission of PG as stipulated vide clause 4.1 of General Condition of the Contract (Section-3) or as specified by DFCCIL** that such documents are ready.

**1.8 CORRUPT PRACTICES:** The DFCCIL require that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.

**1.9** Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. In addition, the ***EMD of such tenderer shall be forfeited.*** The decision of DFCCIL in this respect shall be final and binding.

**1.10** The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tender in which bidder has participated and EMD of all such tenderers shall stand forfeited. ***JV or consortium of any kind will not be permitted for this tender.***

**2.0** The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding document. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive according to the bidding document in every respect will be at the bidders risk and may result in rejection of bid.

**3.0 UNDERSTANDING THE TENDER DOCUMENT AND ITS AMENDMENTS:-**

**3.1** The bidder must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.

**3.2** The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and should obtain at his own cost all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

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

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

**4.0 SIGNING OF ALL BID PAPERS AND COMPLETING FINANCIAL BID:**

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

**5.0 DEVIATIONS:** The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the tender document and its amendments (*if any*).

## **6.0 COST OF BID DOCUMENT:-**

Cost of Bid Document of amount as mentioned in “NIT of Tender” shall be deposited in the form of Demand Draft or Banker’s Cheque payable at place as mentioned in NIT in favor of “DFCCIL” payable at New Delhi/Noida from any Nationalized or Indian Scheduled Commercial bank only.

MSEs registered with a body specified by Ministry of MSME **for the item tendered** are exempted from submission of Cost of Bid Document, for which, the tenderer will have to **upload the exemption certificate** on the E-Tender Portal

Cost of Bid Document in the form of Demand Draft or Banker’s Cheque, **shall be scanned and uploaded to the E-Tendering website** within the period of bid submission and the same in physical form **(in sealed envelope containing EMD & Bid Document Cost)** should also be deposited in the office of CPM/DFCCIL/Noida Unit, D-89 1st Floor Sec-2 Noida, U.P -201301, on or before the last date & time of bid submission, failing which, the bid shall be **summarily rejected** and shall not be considered for further evaluation.

**7.0 EARNEST MONEY DEPOSIT:** The tender must be accompanied by a sum of *Rs.3,57,590- (Rupees Three Lakh Fifty Seven Thousand Five Hundred Ninety only)*, as Earnest money deposit by offline mode through DD/Banker’s Cheque/FDR drawn in favour of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank.

MSEs registered with a body specified by Ministry of MSME **for the item tendered** are exempted from submission of EMD cost for which, the tenderer will have to **upload the exemption certificate** on the E-Tender Portal

Earnest Money Deposit (*EMD*) in the form of Demand Draft or Banker’s Cheque or FDR, **shall be scanned and uploaded to the E-Tendering website** within the period of bid submission and the same in physical form **(in sealed envelope containing EMD & Bid Document Cost)** should also be deposited in the office of CPM/DFCCIL/Noida Unit, D-89 1st Floor Sec-2 Noida, U.P -201301, on or before the last date & time of bid submission, failing which, the bid shall be **summarily rejected** and shall not be considered for further evaluation.

**7.1** No interest shall be allowed on Earnest Money Deposit.

**7.2** The EMD may be forfeited:-

- i. If the tenderer withdraws his offer after the bid opening during the validity period of the offer.
- ii. In the case of successful tenderer, if he fails to furnish the required performance guarantee and Sign the Contract Agreement within the specified time limit prescribed in the contract.
- iii. In case of successful tenderer, the commencement of work is not done within the time period stipulated in the LOA or the tender.

**7.2.1** In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tender.

**7.3 RETURN OF EARNEST MONEY:-**

**7.3.1** The Earnest Money of the unsuccessful tenderers shall be returned as promptly as possible.

**7.3.2** The Earnest Money Deposit of the successful tenderer shall be retained towards Security Deposit and further deduction of Security Deposit from the bills shall commence after adjusting this EMD amount.

**8.0 DEADLINE FOR SUBMISSION OF TENDER:**

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

**8.2** Bidder can anytime change the quoted rates before last date & time of submission of tender.

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

**10.0 OPENING OF THE TENDER**

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

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

**11.0 CLARIFICATION OF THE TENDERS**

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

**12.0 PRELIMINARY EXAMINATION OF BIDS**

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

**12.2** If there is a discrepancy between the rates quoted in figure and words then the rates quoted in words would be considered final for evaluation.

**12.3** Prior to the detailed evaluation, DFCCIL shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. ***A material deviation, objections, conditionality or reservation is one:***

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



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

**12.5** In case of tender containing any conditions or deviations or reservations about contents of tender document, then such offer will be termed as **conditional** and will be **summarily rejected**.

### **13.0 EVALUATION AND COMPARISON OF TENDERS**

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

### **14.0 CANVASSING**

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

### **15.0 RIGHT TO ACCEPT ANY TENDER OR REJECT ALL TENDERS:**

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

**16.0** If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their tender, the DFCCIL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the DFCCIL shall deem such tender as cancelled, unless the firm retains its character.

### **17.0 AWARD OF CONTRACT**

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

**17.2** Letter of Acceptance shall constitute a legal and binding contract between DFCCIL and the contractor till such time the contract agreement is signed.

### **18.0 SECURITY DEPOSITS (SD):**

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

### **19.0 HELP DESK FOR E-TENDERING**

**19.1** For any difficulty in downloading & submission of tender document at website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), please contact at [tenderwizard.com](http://tenderwizard.com) helpdesk no. **011- 49424365 or 9599653865**.

**19.2** Bidder manual & system requirement is available on web site [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) for necessary help.

**20.0** Tenderer or his authorized representative can contact the following DFCCIL official regarding any specific query with regard to the tender:-

Contact: Sh. Subodh Singh

Email: [subodhsingh@dfcc.co.in](mailto:subodhsingh@dfcc.co.in)

Address: D-89, First Floor, Sector-02, Noida-201301

Fax: 0120-4193877

Phone: 0120-2542889/4269832

Mobile: 9560202500

**SECTION-3**  
**GENERAL CONDITIONS OF CONTRACT**

**SECTION-3**

**GENERAL CONDITIONS OF CONTRACT**

General Conditions of Contract will form an integral part of the Bid and contract.

In case of any deviation between General conditions of contract and any other Special Condition of Contract of this tender document, the special condition of contract of this tender document shall prevail. The tenderers must give a certificate (*through forwarding letter*) along with their offer that they have thoroughly read, understood and accept the General conditions/special conditions of contract as well as other conditions of tender etc.

**1.1 DEFINITIONS**

Unless excluded by or repugnant to the context.

- a) The expression DFCCIL as used in the tender papers shall mean the Dedicated Freight corridor Corporation of India Ltd.
- b) The expression Corporation as used in the tender paper means Dedicated Freight corridor Corporation of India Ltd.
- c) The expression “Department” as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.
- d) “Officer-in-charge” of the work shall mean the ‘Representative’ appointed by DFCCIL.
- 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) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- g) The “Contract” shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any Special conditions, specifications, designs, drawings, priced schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with all its accompaniment and those later incorporated in it by internal consent.
- h) 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.
- i) The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.
- j) The “Contract time” means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- k) A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- l) A “month” shall mean a calendar month.

- m) A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- n) Where the context so requires, word importing the singular number only also include the plural number or vice-versa.

## **1.2 SUBMISSION OF BIDS**

- a) In case Tender opening date is declared as holiday, the tender will be opened on next working day at 15:30 hrs.
- b) All bids shall be submitted in accordance with the instructions contained in these documents (*hereinafter called as tender documents*). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- c) The bid submitted / received after the time and date fixed for receipt of Bids as set out in the documents will be **summarily rejected**.
- d) In case of tender containing any conditions or deviations or reservations about contents of tender document, then such offer will be termed as **conditional offer** and will be **summarily rejected**.

## **1.3 DURATION OF CONTRACT**

The duration of the Contract for work to be undertaken by the Contractor is 2 (*Two*) years from the **date of issue of LOA by DFCCIL or start of supplying the hired vehicles to DFCCIL whichever is later**. However, the contract may be extended for a further period of one year on same terms and conditions, at the sole discretion of DFCCIL. **In case of extension, the contractor shall be bound to provide the services, in the extended period, on the same terms and conditions.**

## **2.0 EARNEST MONEY DEPOSIT**

**2.1 Earnest Money Deposit:** The tender must be accompanied by a sum of Rs.3,57,590/- (*Rupees Three Lakh Fifty Seven Thousand Five Hundred Ninety only*), as Earnest money deposit by offline mode through DD/Banker’s Cheque/FDR drawn in favour of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank.

MSEs registered with a body specified by Ministry of MSME **for the item tendered** are exempted from submission of EMD cost for which, the tenderer will have to **upload the exemption certificate** on the E-Tender Portal

Earnest Money Deposit (*EMD*) in the form of Demand Draft or Banker’s Cheque or FDR, **shall be scanned and uploaded to the E-Tendering website** within the period of bid submission and the same in physical form (**in sealed envelope containing EMD & Bid Document Cost**) should also be deposited in the office of CPM/DFCCIL/Noida Unit, D-89 1st Floor Sec-2 Noida, U.P -201301, on or before the last date & time of bid submission, failing which, the bid shall be **summarily rejected** and shall not be considered for further evaluation.

**2.2** No interest shall be allowed on Earnest Money Deposit

**2.3** The EMD may be forfeited

- i. If the tenderer withdraws his offer after the bid opening (*through E-Tender Portal*) during the validity period of the offer.
- ii. In the case of successful tenderer, if he fails to furnish the required performance guarantee and Sign the Contract Agreement within the specified time limit prescribed in the contract.
- iii. In case of successful tenderer, the commencement of work is not done within the time period stipulated in the LOA or the tender.

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

**3.0 SECURITY DEPOSIT: -**

The Earnest Money deposited by the Contractor with his tender will be retained by DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor.

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

Provided also that in case of defaulting contractor, the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that, the amount so retained may not exceed 10% of the total value of the contract.

**3.1 RECOVERY OF SECURITY DEPOSIT:**

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

- (a) Security Deposit for the work would be 5% of the contract value,
- (b) The rate of recovery would be at the rate of 10% of the bill amount till the full Security Deposit is recovered,
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (*except Note (ii) below*); FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the expiry of the maintenance period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority.

The Competent Authority shall normally be the authority who is competent to sign the contract. The Competent Authority shall not be lower than Dy. CPM/ACPM (*concerned with the work*). The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.

**Note:-**

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

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

**4.0 PERFORMANCE GUARANTEE:**

The procedure for obtaining Performance Guarantee is outlined as below:

- 4.1** The successful bidder shall have to submit a Performance Guarantee (PG) amounting to 5% of the Contract value within 30 (*thirty*) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (*thirty*) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (*thirty*) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- 4.2** The successful bidder shall submit the Performance Guarantee (PG) (*as per the format given in the Bidding Document **Appendix-X***), in the form of **Irrevocable Bank Guarantee or FDR in favor of DFCCIL (payable at Delhi/Noida) from any Nationalized or Scheduled Commercial Bank**, amounting to 5% of the awarded contract value.
- 4.3** The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- 4.4** The value of PG to be submitted by the, contractor will not change for variation in the value up to 25% (*either increase or decrease*). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (*five percent*) for the excess value over the original contract value shall be deposited by the contractor.
- 4.5** The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.

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

**4.7** The Officer In-charge of DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (*not withstanding and/or without prejudice to any other provisions in the contract agreement*) **in the event of:**

1. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event, the Officer In-charge of DFCCIL may claim the full amount of the Performance Guarantee.
2. Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Officer In-Charge of DFCCIL, may result in the Contract being determined or rescinded under provision of the GCC and the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.
3. The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

**5.0 VARIATIONS IN EXTENT OF CONTRACT.**

Variation in Quantities shall be as per the instructions issued by DFCCIL and shall be binding on the contractor.

**6.0 ELIGIBILITY CRITERIA**

**6.1** The Tenderer(S) should satisfy the minimum Eligibility Criteria as laid down in the tender document and in support of eligibility criteria, the Tenderer(s) should have to upload documents as stipulated below along with their tenders.

**6.2** The **Minimum Eligibility Criteria** for this contract is as under:

- (i) The Tenderer(s) should have successfully completed at least **one single similar work** of value not less than **35% of the tentative Estimated values of this tender** during **last three financial years** (*i.e. current financial year (upto last date of tender submission) and previous three financial years*) for any Government/Semi Government/PSU.

**Similar nature of work means:-** Supply of AC/Non AC SUV/MUV Commercial Vehicles to the Govt./Semi Government/PSUs on hiring basis.

- (ii) The **bidder submitting the bid must have a minimum fleet of SUV vehicles** registered in NCR as indicated below:-

SUV Commercial Vehicles	7 Nos.	Make 2013 onwards
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The vehicle should be authorized to ply as hired vehicles as per Section-66 MVA-1988, in Delhi/NCR registered in the name of firm or in the name of proprietor or in the name of partner(s) of the firm. *(Self-attested copy of partnership deed or article of association or ownership certificate to be enclosed)*. **A list of SUV vehicles** indicating the make, registration no. & Model along with photocopies of Registration Certificates fulfilling the aforesaid condition **should be uploaded as per the format given in Appendix no.-VI**.

- (iii) The **tenderer should have received payment** against satisfactory execution of completed and ongoing works of all types *(from Govt./Semi Govt./PSU)* during **last 3 financial years** *(i.e. current financial year (upto last date of tender submission) & preceding 3 financial years)*, as per employer payment certificate/Certificate from CA/Audited Balance sheet and Form-26AS of **not less than 150% of the advertised estimated Value of this tender**.

**6.3** Tenderer(s) shall upload the adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & Tender conditions as per the Appendix-IV, V & VI.

**6.4** In case, the Tenderer(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, *the offer shall be considered as in-complete & is liable to be rejected*.

## **7.0 SUPERVISION AND SUPERINTENDENCE**

### **7.1 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 arranging vehicles, their fueling and maintenance. The Contractor shall coordinate all parts of the work and shall be responsible to see the correct operations and maintenance of the contract as per the conditions of contract document and as directed by Officer-in-charge/DFCCIL.

### **8.0 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 Drivers 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 DFCCIL 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 be prosecuted as per Indian Laws.

### **9.0 LAWS AND REGULATIONS:**

#### **Governing Law:-**

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

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

### **Contractor's Responsibility for Safety:-**

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

## **11.0 INCOME TAX**

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

## **12.0 SERVICE TAX**

Service Tax as applicable shall be paid by DFCCIL as per prevailing law.

## **13.0 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 has to submit the documentary evidence for payment of all statutory remittances along with Bill.

Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.

## **14.0 STATUTORY INCREASE IN DUTIES, TAXES ETC**

All the taxes and duties (*except Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess*) levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroi etc except service tax, Swachh Bharat Cess & Krishi Kalyan Cess, which will be paid by DFCCIL on production of proof.

Further **DFCCIL** shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc (*except Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess*). At the time of quoting/bidding contractor should bear the above fact in mind.

## **15.0 DETERMINATION OF CONTRACT**

**15.1 Right Of DFCCIL To Determine The Contract:** The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case, work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination and the reasons therefor shall be conclusive evidence thereof.

**15.2 Payment On Determination Of Contract :** Should the contract be determined under sub clause (15.1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Officer Incharge. The DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

**15.3** The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

**16.0 (1) DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR :-**

**If the Contractor should:**

- i. Becomes bankrupt or insolvent, or
- ii. Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- iii. Being a Company or Corporation, go into liquidation (*other than a voluntary liquidation for the purposes of amalgamation or reconstruction*), or
- iv. Have an execution levied on his goods or property on the works, or
- v. Assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever.
- vi. Abandon the contract, or
- vii. Persistently disregard the instructions of the Officer Incharge, or contravene any provision of the contract, or
- viii. Fail to replace the vehicle after receiving from the Officer Incharge notice to the effect that the said Vehicle has become unacceptable, or
- ix. Fail to afford the DFCCIL or its representative proper facilities for inspecting the vehicles or any part thereof as required under the contract Conditions, or
- x. Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with DFCCIL.
- xi. **(A)** At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired DFCCIL officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the DFCCIL for the time being owned and administered by the DFCCIL before the expiry of two years from the date of retirement from the said service of such Officer unless such Officer has obtained permission from DFCCIL or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

**(B)** Fail to give at the time of submitting the said tender:

- a) The correct information as to the date of retirement of such retired officer from the said service, or as to whether any such retired officer was under the employment of the Contractor at the time of submitting the said tender, or
- b) The correct information as to such officers obtaining permission to take employment under the Contractor, or
- c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired officer, or
- d) Being in incorporated company, correct information as to whether any of its directors was such a retired officer, or
- e) Being such a retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor.

Then and in any of the said Clause, the Officer Incharge on behalf of the DFCCIL may serve the Contractor with a notice in writing to that effect and if the Contractor does not within seven days after the 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 directions as aforesaid of the entire satisfaction of the Officer Incharge, the DFCCIL shall be entitled after giving 48 hours' notice in writing under the hand of the Officer Incharge to rescind the contract as a whole or in part or parts (*as may be specified in such notice*) and after expiry of 48 hours' notice, a final termination notice should be issued.

**16.0 (2) RIGHT OF DFCCIL AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR :**

In the event of any or several of the courses, referred to in Sub-Clause 16 (1) of this Clause, being adopted :

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Officer Incharge shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) The Officer Incharge shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (*if any*) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Officer Incharge should be released expeditiously.

## **17.0 LABOUR RULES**

The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by C.G. Government applicable for Project Sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare, PF & Employee Insurance.

## **18.0 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 fuel or electricity, breakdown of machinery, act of God, epidemics, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of Contractor and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. Contractor shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any financial repercussions.

## **19.0 SETTLEMENT OF DISPUTES**

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

### **19.1 MUTUAL SETTLEMENT**

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

### **19.2 CONCILIATION/ARBITRATION**

- 19.2.1** It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.
- 19.2.2** If the Contractor is not satisfied with the settlement by the CPM/Noida on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of the DFCCIL in writing to settle such disputes or differences through Conciliation, provided that the demand for Conciliation shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims of the DFCCIL shall be referred to Conciliator as the case may be and other matters shall not be included in the reference.
- 19.2.3** Managing Director of the DFCCIL may himself act as Sole Conciliator or may at his option appoint another person as Sole Conciliator, as the case may be. In case, Managing Director of the DFCCIL decides to appoint a Sole Conciliator, then a panel of at least three names will be sent to the Contractor. Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator. Managing Director of the DFCCIL will appoint Sole Conciliator out of the names agreed by the Contractor.

- 19.2.4** In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Contractor may refer to the Managing Director of the DFCCIL for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the DFCCIL as per the procedure described above for conciliation. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 19.2.5** The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 19.2.6** The language of proceedings, documents or communications shall be in English and the ward shall be made in English in writing.
- 19.2.7** The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 19.2.8** The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the DFCCIL and shall be shared equally between the DFCCIL and the Contractor.
- 19.2.9** 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.

## **20.0 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 clauses 19.

## **21.0 SUSPENSION OF WORK**

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

- 22.0** The Contractor shall indemnify and save harmless the DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the DFCCIL by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

## **23.0 MONTHLY STATEMENT OF CLAIMS :**

The Contractor shall prepare and furnish to the Officer Incharge once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Officer Incharge which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

**24.0 SIGNING OF "NO CLAIM" CERTIFICATE :**

The Contractor shall not be entitled to make any claim whatsoever against the DFCCIL under or by virtue of or arising out of this contract, nor shall the DFCCIL entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the DFCCIL in such form as shall be required by the DFCCIL after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

**25.0 WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED :**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the DFCCIL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the DFCCIL shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the DFCCIL shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under the contract is determined by the arbitrator (*if the contract governed by the Arbitration Clause*) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the DFCCIL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / limited company, as the case may be whether in his individual capacity or otherwise.

**26.0 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS :**

- (i) Any sum of money due and payable to the contractor (*including the Security Deposit returnable to him*) under the contract may be withheld or retained by way of lien by the DFCCIL, against any claim of this or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.
- (ii) However, recovery of claims of DFCCIL in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL's dues against the terminated contract.

- (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the contractor.

**27.0 PROVISIONS OF EMPLOYEES PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT, 1952 :**

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.

**28.0 EFFECT AND JURISDICTION OF CONTRACT**

The contract shall be considered as having come into force from the date the agency is empaneled by DFCCIL. The laws applicable to this contract shall be the laws enforceable in India. The Courts of District Gautam Budh Nagar shall have exclusive jurisdiction in all matters arising out of and under this contract.



**SECTION-4**  
**SPECIAL CONDITIONS OF CONTRACT**

**SECTION- 4**

**SPECIAL CONDITIONS OF CONTRACT**

**1 INTRODUCTION:-**

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

**2 DETAILED SCOPE OF WORK**

- 2.1** The contractor will be required to provide stipulated quantities of specified vehicles for stipulated time duration in perfect condition with drivers to DFCCIL on hiring basis. (*As per Section -5*).
- 2.2** The initial duration of the contract is 2 year which can be further extended by another one year on satisfactory performance as per terms and conditions stipulated in the tender.
- 2.3** The quantities of field vehicles stipulated in schedule are approximate, for general guidance and may vary as per actual requirement.
- 2.4** The normal area of duty of the vehicle will cover the entire NCR Region such as Gurgaon, Noida, Greater Noida, Ghaziabad, Faridabad, Mewat, Alwar, Palwal and outside NCR Region such as in the state of Uttar Pradesh, Rajasthan & Haryana.

**3 RESPONSIBILITY OF THE CONTRACTOR**

- 3.1** The contractor should supply SUV Commercial vehicles registered with State Transport Authority/Delhi/NCR or similar vehicles registered in other areas of NCR. The vehicles should fulfill the condition prescribed in Motor Vehicles Act”1988 as amended time to time.
- 3.2** The contractor shall maintain offices at Delhi/NCR with adequate staff, telephone and fax facilities round the clock during the currency of contract.
- 3.3** The contractor shall provide commercially registered vehicles on monthly hiring basis only. The vehicles shall be provided at CPM/Noida office premises at Delhi/NCR or at any other place intimated to the contractor for travel within & outside NCR area as and when required on a monthly hiring basis.
- 3.4** In case of vehicles leased on monthly basis for DFCCIL Officers/project work, the residence of officer concerned/reporting place shall be taken as the starting and closing point for the purpose of counting time and mileage. DFCCIL will pay only for actual use from starting point to closing point in case of vehicles leased on monthly basis and not for the dead mileage (*i.e. from garage to Starting Point/closing point to garage running shall not be paid*). No mileage will be claimed for driver’s lunch/breakfast or drawl of fuel etc.
- 3.5** The hiring charges on monthly basis will be for 3000 kms and 312 hrs with six days a week working. The day of weekly rest will be determined by using officer.

- 3.6** In case of outstation journey and vehicle stays overnight at outstation, then Rs. 300/- will be paid per outstation duty for 12 hrs. The night charges for vehicles hired on monthly basis will be **Rs. 150/- per night**. The night charges shall be paid to those vehicles for which, the reporting back to starting point is after 2300 Hrs or starting point of the journey is before 06:00 Hrs. *(Night hours will count from 2300 hrs to 0600 hrs)*.
- 3.7** The contractor shall press into service only good quality vehicles with good interior, noiseless drive and perfect running condition as per DFCCIL requirement and acceptance. The vehicle shall always be provided with decent upholstery, clean seat covers, and other basic fittings/accessories for maximum comfort of passengers.
- 3.8** The contractor shall provide well-behaved drivers in proper uniform with valid driving license. The driver should also have some knowledge of car mechanism so that he could attend minor repairs and should be well conversant with roads and routes in Delhi/NCR. All the vehicles shall have toolbox, first aid box, spares, fire extinguisher, torch, umbrella, etc.
- 3.9** The drivers must also observe all the etiquette, protocol and extend usual courtesy *(like carrying official bags/files to the concerned officer chambers/Home, etc.)* while performing the duty. They must be neatly dressed, should wear proper uniform and must carry a photo identity card provided by the Contractor/service provider apart from carrying mobile phone in working condition.
- 3.10** The vehicles sent to DFCCIL office on requisition of DFCCIL official must have all relevant document like Registration Certificate/Driving license/Insurance Cover/Road Tax Receipt/Permit, Pollution certificate etc. The vehicle should be licensed and shall have valid permits for plying in NCR area such as Gurgaon, Noida, Greater Noida, Ghaziabad, Faridabad, Mewat, Alwar, Palwal and outside NCR region also etc. In addition to Delhi in case of local journey, the vehicles should conform to all Govt. rules and regulations in force from time to time which shall be ensured by the contractor/agency.
- 3.11** The driver should abide by the rules laid down by Transport Authority or any Authority relevant to the subject and should always strictly follow the Traffic Rules and Regulations so as to ensure safety of the passenger(s)/others.
- 3.12** Compliance of all statutory obligations viz. Industrial Dispute Act, Workmen's Compensation Act, etc. shall be the obligation of the contractor and the contractor shall indemnify and shall always keep DFCCIL indemnified against any liability falling on DFCCIL due to non-compliance of statutory obligations by the contractor or any of its agents/servants/drivers or for any reason whatsoever. The Contractor will be responsible for the conduct of their staff.
- 3.13** The contractor shall ensure compliance of all applicable laws such as Motor Vehicles Act 1988 *(as amended time to time)* and adhere to legal and labour provisions provided by Government of India which shall include Income Tax, Accidents, Employee State Insurance *(ESI)*, Provident Fund, Minimum Wages Act, Contract Labor and Abolition Act etc.
- 3.14** 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. The normal area of duty of the vehicle will cover the entire NCR region but at times, depending upon the requirement, vehicle may have to go to the neighboring States *(Haryana, Uttar Pradesh, and Rajasthan)* as well.

- 3.15** 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.
- 3.16** All kinds of repairs/maintenance costs, charges of fuels, oil lubricant, mobile phone charges, fee towards licenses/registration, 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.
- 3.17** Parking charges, Toll Tax, DND charges, Passenger tax which are specifically related to and incurred in connection with a particular journey performed at the behest of the user shall be reimbursed as per actual by DFCCIL on certification by the user on submission of documentary proof. State Entry Tax for journey to NCR outside Delhi will also be reimbursed by DFCCIL.
- 3.18** The contractor shall also provide a copy of all the necessary documents, viz. copy of the RC, Drivers's License, Insurance cover, Police verification report of drivers etc. at the time when a vehicle is leased through him on monthly/daily basis. Also any other relevant document relating to vehicle and its operation are to be submitted as and when desired by DFCCIL.
- 3.19** The contractor/service provider shall ensure that the antecedents of the driver reporting for duty are verified by Police and he is in possession of the same while on duty. The police verification report shall be furnished by the driver as and when asked by the concerned officer of DFCCIL.
- 3.20** The Drivers shall abide by the rules laid down by Motor Licensing Authority and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of 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.
- 3.21** Vehicles provide by the Contractor to DFCCIL shall use the fuel as specified against different categories in Section-5 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 may be terminated besides invoking Contract Performance Guarantee and further action under the terms and conditions of the contract.
- 3.22** DFCCIL shall not entertain any claim arising out of mishap, if any, that may take place. The contractor shall be fully responsible for any loss or damage to the vehicle or occupants and shall be liable to pay full compensation for any injury or any other loss to passengers. DFCCIL shall neither be responsible nor liable to pay any compensation for injury/death caused to the operating staff in the event of any accident while on contractor's duty. In case of any third party claim against DFCCIL for any act of the employees of the contractor/agency, the contractor/ agency shall act as guarantor and indemnify DFCCIL to the extent of all claims and expenses. The insurance shall be maintained by the contractor at its cost.
- 3.23** The vehicles leased to DFCCIL must be fully and comprehensively insured covering the risk to the driver and all passengers also. The insurance shall protect the contractor and DFCCIL against all risk. Claims for loss, injuries, disability, disease and death of members of public including DFCCIL men, and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such vehicles shall be borne by the contractor. Cost of the insurance shall be borne by the Contractor and the copy of the Insurance Policy shall be provided to DFCCIL before providing the vehicle to the officer.

- 3.24** 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.
- 3.25** Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep DFCCIL indemnified against all losses, damages and claims thereof.
- 3.26** The personnel engaged by the contractor shall be on the duty of the contractor/agency and under no circumstance shall be deemed to be on the duty of DFCCIL. DFCCIL shall have no relationship of Master and Servant or principal and Agent or nexus of any kind whatsoever with such staff deployed by the contractor/agency. Such staff shall not be entitled to claim any right, privilege or benefit from DFCCIL and in the event of any such claim, the contractor/agency undertakes to indemnify DFCCIL for any loss or damage, financial or otherwise.
- 3.27** 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.
- 3.28** Contractor shall in no case lease/transfer/sublet/appoint caretaker for services.
- 3.29** The Contractor shall keep indemnified and hold harmless DFCCIL and its top management, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this agreement or arising from any breach or non-compliance whatsoever by the Contractor or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without the premises.

#### **4 VEHICLE REQUISITIONING AND DUTY SLIP**

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

#### **5 PAYMENT TERMS:-**

- 5.1** Bills for the supply of vehicles during a month completed in all respect shall be submitted by first week of the following month to Noida Unit. Payment shall be made only on presentation of the bill of all the vehicle along with log-sheets, duty slips (*in original*) duly verified by the concerned officer.
- 5.2** Parking charges, Toll Tax, DND charges, Passenger tax which are specifically related to and incurred in connection with a particular journey performed at the behest of the user shall be reimbursed as per actual by DFCCIL on submission of original receipts duly signed/verified by users/officers. State Entry Tax for journey to NCR outside Delhi will also be reimbursed by DFCCIL.

- 5.3** Deductions shall be made in terms of penalty clause against the bills pertaining to the days of unsatisfactory service and non-fulfillment of contract conditions, as reported by the user. The decision of DFCCIL shall be final in this regard.
- 5.4** Deductions towards income tax as applicable under Income Tax Act 1961 (*or as amended time to time*) shall be made from all payments made to the contractor.
- 5.5** Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess as applicable shall be paid by DFCCIL as per Government policy.
- 5.6** The contractor shall submit a monthly certificate that here has been no increase or decrease in the fuel prices of diesel by more than 10% during the period of usage vis a vis prices of fuel at the time of last revision of rates.
- 5.7** The contractor shall give consent in a mandate form for receipt of payment through NEFT/RTGS. Charges towards Electronic payment through NEFT/RTGS if any will be borne by the contractor. The contractor 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., IFSC Code and Bank and Branch Code as appearing on MICR cheque issued by the Bank.
- 5.8** It may be noted by the contractor that bills having cutting and over-writing in duty slips/log sheets shall not be entertained unless authenticated by the user.

## **6 GENERAL**

- 6.1** Vehicle shall be required for all days including Saturdays and holidays. Maintenance rest will be provided on Sundays or any other weekday as suitable to user officer. Thus there will be an average 4 rests per month. In case the vehicle is required on the rest days, then a rate of **Rs.400/- per rest day** will be provided in addition to rate accepted in the contract. **The vehicle will solely be available for DFCCIL duty. It can be called at any time round the clock.**
- 6.2** Contractor will however provide suitable substitute Driver for ensuring stipulated weekly rest to regular drivers as per extent labour laws for which no extra payment will be made.
- 6.3** Good quality seat covers and curtains shall be provided and the same will be regularly cleaned by the contractor at his own cost. Vehicle will be kept properly cleaned daily.
- 6.4** The contractor shall provide mobile phone in perfect working condition to drivers of the vehicles. No separate payment shall be made by DFCCIL for the mobile phones. Contractor should also give all information and photo identity of the driver containing his address details etc. along with the character certificate of driver duly signed by proper authority. The agency shall submit the Police verification of all drivers within six months after awarding of contract.
- 6.5** No change of driver(s) will be allowed normally without the prior permission of DFCCIL. In case the Contractor wish to replace Driver with another Driver, approval for the same shall be taken in advance.

**7 NON-PERFORMANCE OF THE CONTRACT CONDITIONS RESULTING IN POSITION OF PENALTY AS UNDER:**

**7.1** Penalty depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:-

<b>S.No.</b>	<b>Description</b>	<b>Penalty</b>
<b>I.</b>	“Vehicle provided by the contractor is not a commercial vehicle on any particular occasion ( <i>Except for the situation where the commercial vehicle was provided for duty but the same had to be replaced, for the particular day, by the contractor due to accident or any other emergency situation</i> ).	Rs.5,000/- per vehicle per occasion
<b>II</b>	Driver under the influence of Intoxicant.	Rs.5,000/- per occasion
<b>III</b>	Faulty/ tempered meter.	Rs.5,000/- per vehicle per occasion
<b>IV</b>	Vehicle not found clean and in perfect running condition with shining body, clean interior and good upholstery.	Rs.1,000/- per vehicle per occasion
<b>V</b>	Non-functioning of AC.	Rs.1,000/- per vehicle per occasion
<b>VI</b>	In case of non-reporting of vehicle for duty or withdrawal of a vehicle without providing replacement.	Rs.1,000/- per vehicle per day + non-payment of contractual charges for the day.
<b>VII</b>	Driver not carrying relevant documents i.e. Driving License, RC, Insurance, Pollution certificate etc.	Rs.500/- per vehicle per occasion.
<b>VIII</b>	Driver not in proper uniform, not extending usual courtesy as per special terms and conditions clause no.3.9	Rs.200/- per vehicle per occasion
<b>IX</b>	In case of emergencies, if the Driver does not report for the duty within 1 hrs even during his off hours, on call.	Rs.200/- per hrs

**7.2** In addition to the penalties for offences at S.no. 7.1. (I), (II), (III), the contractor will have to replace vehicle/Driver immediately as applicable.

**7.2.1** In case the vehicle does not report on time or is not found in perfect running condition, the vehicle would be returned for replacement or DFCCIL would hire a vehicle from other source and the penalty charges as specified in Para-7.1(VI) shall be deducted from the running bill/payable dues of the contractor.

**7.2.2** The Driver of hired vehicle shall not behave in any improper way which may tarnish the image of the DFCCIL. In case, 02 complaints are received against a particular driver, the contractor shall have to provide a replacement within 03 days and the errant Driver shall not be deployed with any of the vehicles under this contract. In case, it is found that such Driver is deployed with another officer, a **penalty of Rs.10,000/-** will be imposed on the contractor.

**7.2.3** However in case of recurrent violations of terms and conditions, the contract can be terminated as per termination clause with forfeiture of complete or partial security deposit, performance guarantee and DFCCIL will not be responsible for losses/damages caused to the Contractor, consequent to the termination of Contract on account of non-performance.

## **8 PRICE VARIATION & QUANTITY VARIATION**

- 8.1** No guarantee can be given of any definite volume of work, which will be entrusted to the contractor at the beginning or throughout the period of the contract. Quantities shown are tentative and may vary as per requirement of DFCCIL. If DFCCIL is not in a position to utilize all the vehicles provided, then it will be at the liberty to surrender the vehicles not required. Payment shall be made by DFCCIL as per the actual utilization of vehicles only.
- 8.2** DFCCIL shall be at the liberty to increase/decrease the no. of vehicles required and the same shall be acceptable to the contractor.
- 8.3** Revision of the fare due to increase/decrease in the Diesel prices shall be considered by DFCCIL if the increase/decrease announced by Govt. is 10% or more. In the event of increase/decrease in the price of fuel, the rates quoted will be proportionately increased/decreased by 1/4<sup>th</sup> of the percentage increase/decrease in the price of fuel. The variation (*increase/decrease*) of fuel price will initially be compared with price of fuel on the date of opening of the bids. Subsequently, updated/modified rates will be considered for comparison. For this purpose, the Contractor has to furnish a list of diesel driven vehicles on a monthly basis to DFCCIL along with the bills. Contractor/ service provider has to certify on monthly bill that, there has been no decrease of 10% or more in the fuel prices during the period of the bill vis-à-vis prices of fuel at the time of last revision of rates.
- 8.4** The additional charges payable to the contractor per hour for usage of vehicle beyond 312 hrs per month would be **Rs.28/- per hour** for all segments of vehicles.
- 8.5** The per hour rates mentioned in above para shall be **increased by 5% every** 12 months over previous 12 months rate.
- 8.6** The additional charges payable to the contractor per KM for usage of vehicle beyond 3000 Kms in a month would be Rs.15/- per KM for all segments of vehicles. However, charges for kilometers in excess of stipulated 3000 kilometers per month would be worked out after averaging the actual kilometer run over a period of 3 months. Total kilometer run in three months in excess of inclusive kilometers for three months ( $9000\text{ KM} = 3\text{ month} \times 3000\text{ KM}$ ) will only be considered for payment for extra kilometer.
- 8.7** In case of vehicles hired on monthly basis are used for a part of the month, the prescribed monthly limit of 3000 kms/312 hrs shall be proportionately reduced for the purpose of payment to the contractor.
- 8.8** ***The vehicle asked would be utilized on project sites i.e. vehicle would also need to move in the fields, unpaved roads, Kachha Rasta & undulated ground as well.***



**SECTION-5**  
**SCHEDULE OF ITEMS, RATES & QUANTITIES**  
**(FINANCIAL BID)**

**DFCCIL/CPM/NOIDA UNIT**  
**SCHEDULE OF ITEMS, RATES & QUANTITIES**  
**(FINANCIAL BID)**

**SCHEDULE-A**

**Name of Work:** Hiring of Commercial Vehicles for official use of CPM/DFCCIL/Noida Unit for a period of two years.

S. N	Description of Work	Qty of Vehicles (in Nos.)	Rate per Vehicle per Month with one weekly rest to driver (3000 km/312 hrs)
1	2	3	4
1	<p>Hiring Charges for provision of <b>Brand New</b> 2016/2017 make Diesel Driven AC SUV Vehicle for the use of DFCCIL officials upto 3000 Kms &amp; 312 Hours per month.</p> <p>The quoted rate is inclusive of provision of Diesel, Lubricants, Driver, Spare parts, Tools and Plants all consumables with all maintenance charges and all taxes (<i>except Service Tax, Swachh Bharat Cess &amp; Krishi Kalyan Cess</i>) etc as per tender conditions.</p> <p><b><u>Type of Vehicle</u></b></p> <p>Mahindra Make SUV Model TVU -300, T4 +/Bolero make, SLX, 2WD, BS4/or Equivalent (<i>but only as acceptable to DFCCIL</i>)</p>	11	

**Notes:-**

- The **additional charges** payable to the contractor per KM for usage of vehicle beyond 3000 Kms in a month would be **Rs.15/- per KM** for all segments of vehicles. However, charges for kilometers in excess of stipulated 3000 kilometers per month would be worked out after averaging the actual kilometer run over a period of 3 months (*average of total kilometer run by vehicles under Schedule-A & B. respectively in three months period*). Total kilometer run in three months in excess of inclusive kilometers for three months ( $9000 \text{ KM} = 3 \text{ month} \times 3000 \text{ KM}$ ) will only be considered for payment for extra kilometer.
- The **additional charges** payable to the contractor per hour for usage of vehicle beyond 312 hrs per month would be **Rs.28/- per hour** for all segments of vehicles, subject to price variation clause mentioned Para-8.5 of Section-4 of Special Conditions of Contract
- The accepted monthly hiring Rate of the vehicle will be subject to Price variation clause as mentioned in Para-8.3 of Section-4 of Special Condition of Contract.
- Above rates shall be inclusive of all taxes (*except service Tax, Swachh Bharat Cess & Krishi Kalyan Cess*) which shall be paid by the contractor. The Service Tax, Swachh Bharat Tax & Krishi Kalyan Cess will be paid by DFCCIL on production of proof. Also, state entry tax for journey to NCR outside Delhi will be reimbursed against documentary evidence by DFCCIL and toll tax and parking charges would also be reimbursed by DFCCIL against documentary evidence
- The quantities shown are tentative and can increase/decrease as per the requirement of DFCCIL. No claim/compensation for non-operation of any schedule shall be entertained by DFCCIL.
- The vehicle asked would be utilized on project sites i.e. vehicle would also need to move in the fields, unpaved roads, Kachha Rasta & undulated ground as well.**

**DFCCIL/CPM/NOIDA UNIT**  
**SCHEDULE OF ITEMS, RATES & QUANTITIES**  
**(FINANCIAL BID)**

**SCHEDULE-B**

**Name of Work:** Hiring of Commercial Vehicles for official use of CPM/DFCCIL/Noida Unit for a period of two years.

S. N	Description of Work	Qty of Vehicles (in Nos.)	Rate per Vehicle per Month with one weekly rest to driver (3000 km/312 hrs)
1	2	3	4
1	<p>Hiring charges for provision of <b>Brand New</b> 2016/2017 make Diesel Driven AC SUV Vehicle for the use of DFCCIL officials for upto 3000 Kms &amp; 312 Hours per month.</p> <p>The quoted rate is inclusive of provision of Diesel, Lubricants, Driver, Spare parts, Tools and Plants all consumables with all maintenance charges and all taxes (<i>except Service Tax, Swachh Bharat Cess &amp; Krishi Kalyan Cess</i>) etc as per tender conditions.</p> <p><b><u>Type of Vehicle</u></b></p> <p>Mahindra Scorpio make S-10 (7CC)/Tata Safari Storme make EX-4 x 2 Refreshed/ or equivalent (<i>but only as acceptable to DFCCIL</i>).</p>	2	

**Notes:-**

- The **additional charges** payable to the contractor per KM for usage of vehicle beyond 3000 Kms in a month would be **Rs.15/- per KM** for all segments of vehicles. However, charges for kilometers in excess of stipulated 3000 kilometers per month would be worked out after averaging the actual kilometer run over a period of 3 months. Total kilometer run in three months in excess of inclusive kilometers for three months ( $9000 \text{ KM} = 3 \text{ month} \times 3000 \text{ KM}$ ) will only be considered for payment for extra kilometers.
- The **additional charges** payable to the contractor per hour for usage of vehicle beyond 312 hrs per month would be **Rs.28/- per hour** for all segments of vehicles, subject to price variation clause mentioned Para-8.5 of Section-4 of Special Conditions of Contract
- The accepted monthly hiring rate of the vehicle will be subject to Price variation clause as mentioned in Para-8.3 of Section-4 of Special Condition of Contract.
- Above quoted rates shall be inclusive of all taxes (*except service Tax, Swachh Bharat Cess & Krishi Kalyan Cess*), which are required to be paid by the contractor. The Service Tax, Swachh Bharat Tax & Krishi Kalyan Cess will be paid by DFCCIL on production of proof. Also, state entry tax for journey to NCR outside Delhi will be reimbursed against documentary evidence by DFCCIL and toll tax and parking charges would also be reimbursed by DFCCIL against documentary evidence
- The quantities shown are tentative and can increase/decrease as per the requirement of DFCCIL. No claim/compensation for non-operation of any schedule shall be entertained by DFCCIL.
- The vehicle asked would be utilized on project sites i.e. vehicle would also need to move in the fields, unpaved roads, Kachha Rasta & undulated ground as well.**

## **SECTION-6** **APPENDIXES**

### **FORMATS**

- |  |                               |
|--|-------------------------------|
| (a) Forwarding letter by Tenderer for Acceptance of Tender Conditions-   | <b><i>(Appendix-I)</i></b>    |
| (b) Bidder General Information –   | <b><i>(Appendix-II)</i></b>   |
| (c) Format for Power of Attorney for Authorized Representative –         | <b><i>(Appendix-III)</i></b>  |
| (d) Format for Experience Certificate –                                  | <b><i>(Appendix-IV)</i></b>   |
| (e) Format for Contractual Turnover for last 3 (three) financial years – | <b><i>(Appendix-V)</i></b>    |
| (f) Format for Details of vehicle owned by the Tenderer –                | <b><i>(Appendix-VI)</i></b>   |
| (g) Form of Agreement –  | <b><i>(Appendix-VII)</i></b>  |
| (h) Certificate of No relative being an Employee of DFCCIL-              | <b><i>(Appendix-VIII)</i></b> |
| (i) Integrity Pact-  | <b><i>(Appendix-IX)</i></b>   |
| (j) Format of Bank Guarantee for Performance Security –                  | <b><i>(Appendix-X)</i></b>    |

**Appendix-I**

**FORWARDING LETTER BY TENDERER FOR ACCEPTANCE OF TENDER CONDITIONS**  
**(UNCONDITIONALLY)**

**To,**

Chief Project Manager,  
DFCCIL /Noida Unit  
D-89, First Floor,  
Sector-02, Noida-201301.

**Tender Notice No. :** CPM / DFCCIL / Noida Unit / Hiring of Commercial Vehicles/2016/04

**Name of the work:** Hiring of Commercial Vehicles for official use of CPM/DFCCIL/Noida Unit for a period of two years.

1. I/We.....have read the various conditions of tender attached hereto and hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work. I/We agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days after the last date fixed for submission of bid including the extension(s) given, if any 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 Condition of the Contract and to carry out the work according to requirement, specifications and conditions as laid down by the DFCCIL Administration for execution of present contract.
  
2. I/We are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.
  
3. A Sum Rs.3,57,590/- (*Rupees Three Lakh Fifty Seven Thousand Five Hundred Ninety 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 7 days of submission of PG as stipulated vide clause 4.1 of General Condition of the Contract (*Section-3*) or as specified by DFCCIL that such documents are ready.

OR

  - (ii) I/We do not commence the work within the time period specified in LOA.
  
4. Until a formal agreement is prepared and executed, Letter of Acceptance (*LOA*) issued by DFCCIL, shall constitute a binding contract, between us and DFCCIL, subject to the modification, as may be mutually agreed to and indicated in the letter of acceptance or my/our offer for the work.

.....  
Signature of Witness

.....  
Signature of Tenderer(s)  
Tenderer/s address:  
.....

Place: .....

Date: .....

**Appendix-II****BIDDERS' GENERAL INFORMATION**

<b>S. No.</b>	<b>Item</b>	<b>Detail</b>
1	Name of firm.	
2	Full name of Contractor/s:	
3	Year of Establishment.	
4	Registered Head Office :- Address: -	
5	Operation Address if different from above:	
6	Branch Office in India:	
7	Constitution of firm <i>(give full details including name of Partners/ Executive/ s power of Attorney holders etc).</i>	
8	Particulars of Registration with Government Semi- Government Organization, Public sector under-Taking and local bodies etc.	
9	Bank A/C No of Firm with IFSC code for electronic clearance of the payment through RTGS	
10	Telephone Number	
11	E-mail address & Web Site	
12	Telefax Number	
13	Pan No:	
14	PF / EPF Registration No:	
15	Service Tax Registration No:	

Date:

Authorized Signatory  
Official stamp of the Bidder

**Appendix-III**

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED REPRESENTATIVE**

Know all men by these presents, We, *[name of organization and address of the registered office]* do hereby constitute, nominate, appoint and authorize Mr/Ms *[name]*, son /daughter/ wife of *[name]*, and presently residing at *[address]*, who is presently employed with/retained by us and holding the position of *[designation]* as our true and lawful attorney (*herein after referred to as the "Authorized Representative"*), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the work *[name of work ]*,. including but not limited to signing and submission of all applications/bids, proposals and other documents and writings and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said work and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, *[name of organization]*, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS *[date in words]* DAY OF *[month]* *[year in 'yyyy' format]*.

For *[name and registered address of organization]* *[Signature]*  
*[Name]*  
*[Designation]*

Witnesses:

1.*[Signature, name and address of witness]*

2.*[Signature, name and address of witness]*

Accepted  
*[Signature]*  
*[Name]*  
*[Designation]*  
*[Address]*

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.



**FORMAT FOR EXPERIENCE CERTIFICATE****On the Letterhead of the Department Issuing the Certificate****TO WHOMSOEVER IT MAY CONCERN**

M/s. .... has supplied vehicles on hire basis to this department under agreement No. ....dated ..... and completed the work successfully.

Details of this work executed by M/s. ....are as under:-

<b>S.No.</b>	<b>Item</b>	<b>Detail</b>
1	Name of work	
2	Agreement/contract No. and date	
3	Type of vehicles supplied	
4	Date of start of work	
5	Actual date of completion of work : (if contract has been completed)	
6	Awarded value of the contract	
7	Actual value of work done (if contract has been completed)	
8	Contractual payment received  Payment for FY 2013-14  Payment for FY 2014-15  Payment for FY 2015-16  Payment for current financial year upto date of Submission of Tender	
9	Performance of the contractor	

Name & Signature of the officer with telephone number along with seal of Dept. and Ph.no.

(Note:- In case of more than one work, separate certificates should be provided for each work)

**Appendix -'V'****Format for Contractual Turnover for last 3 (three) financial years**

*(i.e. Current financial year up to date of submission of tender & 3 preceding financial years)*

<b>S. No.</b>	<b>Financial Year</b>	<b>Contractual Amount Received</b>	<b>Remarks</b>
1	2013-14		
2	2014-15		
3	2015-16		
4	Current Year upto date of submission of tender		

**Note:**

**In addition to the above, the Bidder has to submit the following documents / information:**

- i) Copy of audited balance sheet(s) for last 3 Financial Years ending on 31<sup>st</sup> March 2016. In case, audited balance sheet for FY 2015-16 is unavailable, then provisional turnover figures authorized by CA for FY 2015-16 may be submitted.
- ii) For current year the provisional turnover (*upto date of tender submission*), duly certified by CA to be submitted.

Date:

Signature of Chartered  
Accountant with Seal

Seal and Signature of Tenderer

**Appendix-VI****FORMAT FOR DETAILS OF VEHICLES OWNED BY THE TENDERER**

Detail of minimum 7 nos. of SUV type vehicles registered in the name of firm or in the name of proprietor or in the name of partner(s)' of the firm is to be furnished as per the Table below:- .

<b>S.No.</b>	<b>Registration No.</b>	<b>Regd. In name of</b>	<b>Model</b>	<b>Make</b>
1.				
2.				
3.				
4				
5				
6				
7				

It is certified that the above information is true to the best of my knowledge and nothing is hidden or misrepresented.

**Note:-**

The photocopies of Registration Certificates, of all the above vehicles are to be uploaded in the E-Tender Portal by the tenderer.

Signed.....

In the capacity of .....

Duly authorized to sign offers for and on behalf of.....

Bidder's Name.....

**FORM OF AGREEMENT**

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

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ *(Month/year)* between DFCCIL, D-89, First Floor, Sector-2, Noida *(U.P)*, acting through *(Project Head and name / address of the Project)* *(hereinafter called “the DFCCIL / Engineer”)* of the one part and \_\_\_\_\_ *(name and address of the Contractor)* *(hereinafter called “the Contractor”)* of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

*(Name, Designation and address of the authorized signatory)*

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

Witness:

- 1.
- 2.

*(Name, Designation and address of the authorized signatory)*

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

Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated

**Appendix VIII**

**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) in 1,2,3 and so on above.

SIGNATURE OF  
TENDERER(S)/TENDERER(S)

**Appendix-IX**

**INTEGRITY PACT**

This pre-bid contract Agreement (*hereinafter called the Integrity Pact*) is made on \_\_\_\_\_ day of the month \_\_\_\_\_ 2016, between, on one hand, the DFCCIL acting through Shri \_\_\_\_\_ Designation of the officer, (*hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns*) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer (*herein after called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns*) of the Second Part.

WHEREAS, the CLIENT proposes to procure (*Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services*) and the [A] is willing to offer / has offered for stores or works.

WHEREAS, the [A] is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CLIENT to obtain the desired said (*Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services*) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure [B] by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity pact and agree as follows:

**Commitments of the CLIENT**

1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour of any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B]. In exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].

- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
- 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such officials(s) in reported by the [A] to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

### **3.0 Commitments of BIDDERS**

The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
- 3.2 The [A] further undertakes that it has not given, officered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation of the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
- 3.3\* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.4\* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation:

- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees of the CLIENT.

#### **4.0 Previous Transaction**

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.
- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.



## **5.0 Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the [A] shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:

- (i) Bank Draft or a Pay order in favour of \_\_\_\_\_
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum tot the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof or payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

5.3 In case of the successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the CLIENT to the [A] on Earnest Money/Security Deposit for the period of its currency.

## **6.0 Sanctions for violations**

6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (*in pre-contract stage*) and/or Security Deposit/performance Bond (*after the [B] is signed*) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- iii. To immediately cancel the [V], if already signed, without giving any compensation to the [A].
- iv. To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A], in order to recover the payments, already made by the CLIENT, along with interest.
  - vi. To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money (s) due to the [A].
  - vii. To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
  - viii. To recover all sums paid in violation of this Pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A], the same shall not be opened.
  - x. Forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The CLIENT will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this pact also on the Commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this Pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the independent monitor(s) appointed for the purposes of this pact.

## **7.0 Fall Clause**

The [A] undertakes that it has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the [A] to any other Ministry/Department of the Government of India or a PSU at a Lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

## **8.0 Independent Monitors**

- 8.1 The CLIENT has appointed independent Monitors (*hereinafter referred to as Monitors*) for this Pact in Consultant with the Central Vigilance Commission (*Name and Addresses of the Monitors to be given*).

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by the CLIENT.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.
- 8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report of the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **9.0 Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **10.0 Law and Place of Jurisdiction**

This pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the CLIENT.

#### **11.0 Other Legal Actions**

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings .

**12.0 Validity**

12.1 The validity of this integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the [B].

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

CLIENT  
Name of the Officer  
Designation  
Deptt/Ministry/PSU

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

**Note:**

[A] To be replaced by BIDDER/Seller/Consultant/Consultancy firm/Service Provider as the case was may be.

[B] To be replaced by Contract/Supply Contract/Consultancy Contract/Works Contract as the case was may be.

**FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee no.....

Date.....

To,

Chief Project Manager,

Dedicated Freight Corridor Corporation of India Ltd/Noida Unit

D-89, 1st Floor, Sector-2,

Noida-201301

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

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

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

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

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

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

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement . Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rs. In Words) only.

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

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

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

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

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

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

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

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

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

**Notwithstanding anything to the contrary contained hereinbefore:**

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

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

Bank seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name: .....

Designation:

Address:

2. Name: .....

Designation:

Address: