



Dedicated Freight Corridor Corporation of India Ltd.

A Government of India (Ministry of Railways) Enterprise

7th Floor, New Administrative Building, D.N. Road, Mumbai —400001
Phone: +91-22-22634185; Fax: +91-22-22634184

Tender No. : MUM/NORTH/EN/VEH-HIRE/007

Name of Work: Hiring of vehicles for official use of Mumbai office under North/Mumbai unit, DFCCIL in the state of Maharashtra and Gujarat.

(PARTICIPATION THROUGH E-TENDERONLY)

Visit: -www.tenderwizard.com/DFCCIL

Help: Please contact Tender wizard helpdesk at no.011-49424365
or cell no. 7738875559/ 7666563870

CONTRACTOR

**For CPM(North)
DFCCIL/Mumbai**

<u>Tender Details</u>		
1.	Tender Reference No.	MUM/North/EN/VEH-HIRE/007
2.	Tender Title	Hiring of vehicles/Transportation facility.
3.	Location	Mumbai office under the Jurisdiction of CPM(North)/ DFCCIL/ Mumbai.
4.	Estimated Cost	Rs. 70,81,920/-
5.	Cost of Tender Document	Rs. 5000/- (Non Refundable) To be paid in form of DD/ Banker's Cheque in f/o DFCCIL, Payable at Mumbai
6	Tender Processing Fess	0.1% of estimated cost (Non-Refundable) Inclu. of all Taxes & Duties. To be paid through E-Payment at the time of online submission of the Bid. This is excluding online registration charge.
7.	Earnest Money (EMD)	Rs.1,41,638/-
8.	Completion Period	24 (Twenty Four)months
9.	Validity of the offer	90 days from the date of opening of the tender.
13.	E-tendering Web site	www.tenderwizard.com/DFCCIL For any help in connection with E-tendering, Please contact at www.tenderwizard.com helpdesk at no.011-49424365or cell no. 7738875559/ 7666563870
<u>Important Dates</u>		
1.	Document Download (Sale) Start Date	16.02.2017 From 11:00 hrs
2.	Document Download (Sale) End Date	20.03.2017 Up to 15:00 hrs
3.	Bid Submission (Online) Start Date	16.02.2017 From 11:00 hrs
4.	Bid Submission (Online) End Date	20.03.2017 Up to 15:30hrs
5.	Last Date of Submission of Originals of Mandatory Documents i.e., EMD & Tender Document Fees etc.	24.03.2017 Up to 17:00 hrs
6.	Bid Opening (Online) Date & time	27.03.2016 at 15:00 hrs
<u>Work Details</u>		
	Providing vehicles on hire basis for official use of North/Mumbai unit, DFCCIL in the State of Maharashtra and Gujarat.	

**For CPM(North)
DFCCIL/Mumbai**

CHECK LIST

CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS ONLINE.	
1.	Details of Similar works completed in last three year.
2.	Details of on-going works.
3.	Annual Turnover for the last three years with supporting document.
4.	Registration of Company in case of company.
5.	Partnership Deed/Memorandum and Articles of Association of the firm or company.
6.	Registration under various Labour Laws (As applicable).
7.	Service Tax Registration Certificate.
8.	Earnest Money Deposit confirming to Para 3 of General Conditions of Contract (Statutory document). The original EMD should be submitted to DFCCIL/Mumbai Office before Opening date & Time.
9.	Cost of Tender documents (DD in favour of DFCCIL payable at Mumbai). The original document should be submitted to DFCCIL/Mumbai Office before Opening date & Time.
10.	Attorney of the person signing the tender documents.
11.	Financial Bid (Microsoft Excel file) to be filled, saved and submitted along with forwarding letter and 'Bidder's General Information' (Annexure-A) with Digital signature.

Note:

- (i) Sr.No.1-10, the Original Documents should be scanned and uploaded in 'Document Library'.
- (ii) Sr.No.11, only the downloaded 'Financial Bid' file should be uploaded after filling and saving. Do not upload scanned copy of 'Financial Bid' in 'Document Library'.

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डेडीकेटेड फ्रेट कोरीडोर

डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इंडिया लि.
भारत सरकार (रेल मंत्रालय) उद्यम
Dedicated Freight Corridor Corporation of India Ltd.
A Govt. of India (Ministry of Railways) Enterprise

7thFloor, C.Rly. New Admin. Bldg., D.N. Rd., Mumbai – 400001, Tel. 022 22634185, Tel/Fax 022 22634184

Section 1

NOTICE INVITING OPEN E-TENDER

Tender No.: MUM/North/EN/VEH-HIRE/007

Date-14.02.2017

Sub: - Tender Notice for the work of “Hiring of vehicles for official use of Mumbai office under the jurisdiction of North/Mumbai unit, DFCCIL in the State of Maharashtra and Gujarat.”

1.0 Dedicated Freight Corridor Corporation of India Limited (DFCCIL) is a Special Purpose Vehicle set up under the administrative control of Ministry of Railways to undertake planning & development, mobilization of financial resources and construction, maintenance and operation of the Dedicated Freight Corridors. DFCCIL was incorporated in October 2006 under Indian Companies Act 1956. At present the company is undertaking construction of Eastern & Western Corridors and has its Corporate Office at New Delhi and Field Units at Mumbai & various other cities.

The North/Mumbai Unit of DFCCIL, i.e., Office of the Chief Project Manager/ North/ Mumbai, 7th floor, Central Railway New Administrative Building, D.N. Road, CST, Mumbai-400001, invites Open E-Tender under Single Packet System for engaging experienced Contractors in the domain of services given in the ‘scope of the work’ as per the terms and conditions mentioned in the Tender Document.

SN	Description	Particulars
1.	Tender No.	MUM/North/EN/VEH-HIRE/007
2.	Name of Work	Hiring of vehicles for official use of Mumbai office under the jurisdiction of North/Mumbai unit, DFCCIL in the State of Maharashtra and Gujarat.
3.	Type of Tender	‘Single Packet’ Open E-Tender
4.	Type of contract	Hiring of vehicles
5.	Estimated Cost	Rs.70,81,920/-
6.	Cost of Tender Document	Rs.5000/- (Non Refundable) to be paid in form of DD/ Banker’s Cheque in f/o DFCCIL, Payable at Mumbai.

**For CPM(North)
DFCCIL/Mumbai**

7.	Tender Processing Fess	0.1% of estimated cost (Non-Refundable) Inclu. of all Taxes & Duties. To be paid through E-Payment at the time of online submission of the Bid. This is excluding online registration charge.
8.	Earnest Money (EMD)	Rs.1,41,638/-
9.	Performance Guarantee	5% of the contract value
10.	Completion Period	24 (Twenty Four)months
11.	Validity of the offer	90 days from the date of opening of the tender.
12.	Contact Person	Shri. Manoj C. Panchal Dy. Chief Project Manager /Elect./Mumbai (North) Tel.No:022-2263 4189; Fax. No: 022-2263 4184 e-mail: mpanchal@dfcc.co.in
13.	E-tendering Web site	www.tenderwizard.com/DFCCIL For any help in connection with E-tendering, please contact at Tender wizard helpdesk no. 011-49424365 or cell no.7738875559/7666563870.
<u>DATE & TIME SCHEDULE</u>		
1.	Date of Uploading of NIT (Online Publishing Date)	16.02.2017 at 11:00 hrs
2.	Document Download (Sale) Start Date	16.02.2017 From 11:00 hrs
3.	Document Download (Sale) End Date	20.03.2017 Up to 15:00 hrs
4.	Bid Submission (Online) Start Date	16.02.2017 From 11:00 hrs
5.	Bid Submission (Online) End Date	20.03.2017 Up to 15:30hrs
6.	Last Date of Submission of Originals of Mandatory Documents	24.03.2017 Up to 17:00 hrs
7.	Bid Opening (Online) Date & time	27.03.2016 at 15:00 hrs

2.0 Eligibility criteria

Eligibility criteria of applicant shall be assessed as per **Clause-2.1 of section-4**, 'Special Conditions of the Contract' of Tender Document as under.

Criteria	Document
Tenderer should have successfully completed at least one single similar work costing not less than 35% of the estimated cost of work in the last three years i.e. current year and previous three financial years (2013-14, 2014-15, 2015-16 & 2016-17 up to bid submission date) for any government/semi government/PSU organization. 35% cost = Rs. 24,78,672/- &	The Tenderer shall upload the completion certificate/s of similar work.

**For CPM(North)
DFCCIL/Mumbai**

<p>The meaning of similar nature of work for this tender is</p> <ol style="list-style-type: none"> 1. Tenderer must have provided vehicle/s on hiring basis to any government / semi government / PSU organisation. 2. Tenderer must be a registered firm having license to operate business of Road Transportation. 3. The company must have valid registration with Central Excise authorities under Service Tax Rule. 	
<p>The bidder should have received payment against satisfactory execution of completed and ongoing works of all types during last three financial years i.e. current year and preceding three years (2013-14, 2014-15, 2015-16 & 2016-17 up to bid submission date) of not less than 150% of the advertised estimated cost of work. 150% cost = Rs. 1,06,22,880/-</p>	<p>The Tenderer shall upload the employer payment certificate / Certificate from CA / audited balance sheet and Form 26AS.</p>

Note: - Consortium bidding shall not be allowed at any stage for fulfilment of eligibility criteria.

3.0 **Tender Document: -**

The NIT document may be downloaded from the DFCCIL's website www.dfccil.gov.in, e-tender portal www.tenderwizard.com/DFCCIL and Central Procurement Portal www.eprocure.gov.in.

- 3.1 DFCCIL may issue addendum(s)/corrigendum(s) to the tender document. In such case/s, the addendum(s)/corrigendum(s) shall be uploaded on DFCCIL's website www.dfccil.gov.in, e-tender portal www.tenderwizard.com/DFCCIL and Central Procurement Portal www.eprocure.gov.in at least SEVEN (7) days in advance of date fixed /re-fixed for closing of bids. The tenderers must keep themselves updated about the latest developments about the tender and ensure that the addendum(s)/corrigendum(s), if any. The offers received without taking cognizance of such corrigendum/ addendum published shall be liable to be rejected.

4.0 **Submission of Bid**

- 4.1 The Bids shall be submitted as per 'Instructions to Bidder (ITB)' as given under Section 2 of the Tender Document.
- 4.2 The Bid should be submitted **online** through the portal www.tenderwizard.com/DFCCIL only. The offers submitted in modes other than ONLINE will not be

accepted. For detailed instructions, refer to para 1.1 – ‘Procedure of submission of E-Tender’ of Section 2 - ‘Instructions to Bidder (ITB)’.

- 4.3 To participate in the E-Bid submission, it is mandatory for the bidders to have User ID and Password to login on the portal www.tenderwizard.com/DFCCIL. The User ID and Password has to be obtained by paying an Annual Registration Charge of INR 2000/- + Service Tax @ prevailing rate to M/s ITI Ltd. through e-payment. Also, Bidders have to pay the Tender Processing Fees to M/s. ITI Ltd. through e-payment at the time of online submission of the Bid. The vendors already having valid registration with M/s. ITI need not pay the Registration Charges. For further details, please refer to para 1.1 – ‘Procedure of submission of E-Tender’ of Section 2 - ‘Instructions to Bidder (ITB)’.
- 4.4 Any tender received without Earnest Money in any of the forms specified in the Tender Document shall not be considered and shall be summarily rejected except for the MSEs registered with body specified by ministry of MSME for the item tendered.

5.0 Opening of Online Bids:

The E-Bids shall be opened on-line at the address given below at the time and date mentioned in the NIT/Corrigendum/s in presence of the Tenderers or their authorised representatives intending to attend the Opening. The address of the office for submission of Mandatory Original Documents and Online Opening of Tender is: - **Office of the Chief Project Manager/ North/ Mumbai,**
7th floor, Central Railway New Administrative Building,
D.N. Road, CST, Mumbai-400001, Maharashtra.

- 6.0 DFCCIL reserves the right to cancel the tender before submission/opening of the tender or postpone the tender submission/opening date and to accept/ reject any or all tenders without assigning any reason thereof. DFCCIL’s assessment of suitability as per Eligibility Criteria shall be final and binding.
- 7.0 DFCCIL reserves the right to pre-qualify the bidders provisionally based on the documents submitted by them subject to final verification. Tenderers may note that their offers are liable to be disqualified at any time during the tendering process in case it is found that any of the information furnished by them is not true. EMD of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.

We look forward for your active participation.

DFCCIL TENDER FORM (First Sheet)

Forwarding letter by Tenderer

**To,
Chief Project Manager (North),
DFCCIL/Mumbai.**

Ref: - Tender No. MUM/North/EN/VEH-HIRE/007

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, "Earnest Money" deposited by me/us will be liable for forfeiture. I/We offer to execute the work as set out in the Bid Document for CPM(North)/DFCCIL/Mumbai at the rates quoted in the attached schedule. I/We also hereby agree to abide by all Terms & conditions of the Contract and to carry out the work according to the conditions as laid down by DFCCIL Administration for the execution of present contract.
2. A sum of Rs.-----/- (Rs.-----) vide DD/FDR No. _____ Dated _____ is forwarded herewith as Earnest Money. Full value of the earnest Money shall stand forfeited without prejudice to any other right or remedies in case my Tender is accepted and if :
 - (a) I/We do not execute the contract agreement within Thirty days after receipt of notice issued by the DFCCIL Administration.
 - OR
 - (b) I/We do not commence the work within fifteen days after receipt of orders to that effect.
3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the Letter of Acceptance of my offer for this work.

Signature of Witnesses:

- (1) _____
- (2) _____

Signature of Tenderer

Date: _____

Address of Tenderer:

**For CPM(North)
DFCCIL/Mumbai**



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डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.

भारत सरकार (रेल मंत्रालय) उद्यम

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Section 2

INSTRUCTIONS TO BIDDERS (ITB):

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

2.0 Procedure for submission of E-tender:

2.1 Procedure of Obtaining the Bid Document:

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

Interested bidders who wish to participate in the tender should visit website www.tenderwizard.com/DFCCIL, which is the *ONLY* website for bidding their offer. Further the procedure is as follows:

- Register yourself with M/s. Indian Telephone Industries (ITI) for obtaining Login ID and Password (after paying necessary charges). This is one-time annual payment and applicable for bidding other tenders also.
- Obtain Class-III Digital Signature Certificate from ITI or any other digital signature issuing authority. In case bidder wishes to obtain the digital signature certificate from ITI, they may contact Mobile numbers 7738875539/7666563870.
- Using the login ID, Password and Digital Signature, enter the tender portal to purchase the tender document.
- The tender document charge has to be paid through DD drawn in favour of "DFCCIL" payable at Mumbai 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.
- Pay processing fees only through e-payment gateway of ITI.
- With the payment of processing fee, the bidder can download the 'financial bid' (Microsoft Excel file 'Financialbid.xls') by clicking the link "Show Form".

2.2 **Procedure of Online Bid submission:**

- Before quoting the rate and uploading the 'Financial Bid' along with 'Tender Forwarding Letter', bidders are advised to upload scanned copies of the following supporting document (please refer Check list) in 'document library'. The list is indicative and not extensive.
 - i. Document confirming Payment of 'Tender Document Charge' (Mandatory document) *
 - ii. Document for Payment of EMD confirming to Para 3 of General Conditions of Contract (Mandatory document) *
 - iii. MSME certificate (mandatory documents)
 - iv. Documents in support of fulfilling the Eligibility Criteria as stipulated in Para-2 of 'Special Conditions of Contract & Specification', Section-4
 - v. Service Tax Registration Certificate.
 - vi. Partnership deed/Memorandum and Articles of Association of the firm or company, if applicable.
 - vii. Power of attorney of the person signing the tender document or photocopy duly attested by Notary Public.
 - viii. Any other supporting document as required.

* The name of the applicant and address should be mentioned on the reverse of the respective DD/FDR, attached as EMD.

- After uploading the above documents, bidder should quote their rates in the downloaded 'Financial Bid' file and save the file. After saving, the bidder can upload the duly filled in file. The name of the downloaded 'Financial Bid' ('Financialbid.xls') file should not be changed.
- Tenderer should submit the originals of Mandatory documents, i.e. document of Payment of EMD, Tender Document Fees. Documents for claiming exemption from payment of tender form Fees/EMD at the Office of the Chief Project Manager /North/Mumbai, 7th floor, Central Railway New Administrative Building, D.N. Road, CST, Mumbai-400001, up to 17:00 hrs. on 19.11.2016. Documents other than Mandatory documents should be submitted at Chief Project Manager/North/Mumbai's Office within 7 days from opening of the E-tender. The bid is liable to be rejected in case of failure to submit the documents on time.

2.3 **Help desk for E-Tendering**

Bidder manual & system requirement is available on web site www.tenderwizard.com/DFCCIL for necessary help. For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/DFCCIL, please contact at tenderwizard.com helpdesk no. 011- 49424365 or cell no. 7738875559/7666563870.

3.0 **Other conditions**

- ### 3.1 **Language of Bid:**
- The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English.

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- 3.2 Currencies of Bid and Payment:** The Bidder shall quote the unit rates and the prices entirely in the Indian Rupees.
- 3.3 Period of Validity of Bids:** Bids shall be valid for a period of 90 days from the date of opening of the tender. A bid valid for a shorter period shall be liable to be rejected by the employer as non-responsive.
- 3.4 Signing of All Bid Papers and completing Financial Bid:** The 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 of ITB.
- 3.5 Addendum/Corrigendum:** - At any time prior to the tender submission date, DFCCIL may, for any reason, whether at its own initiative or in response to clarifications requested by a Service Provider, modify the document through the issuance of Addendum/corrigendum which will be uploaded on DFCCIL website www.dfccil.gov.in and www.tenderwizard.com/DFCCIL not later than 7 days in advance to the last date of submission of NIT. DFCCIL may, at its discretion, extend the submission date.
- The bidders must keep themselves updated through the websites www.dfccil.gov.in & www.tenderwizard.com/DFCCIL, regarding corrigendum/addendum, if any, to the notice inviting tender or the tender document, which shall be uploaded on the website. The offers received without taking cognizance of corrigendum/addendum published shall be liable to be rejected.
- 3.6 Deviations:** The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the tender.
- 3.7 Omissions & Discrepancies:** Should a tenderer find discrepancy in or omissions from any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 3.8 Earnest Money Deposit:** Each bidder shall furnish the earnest money of **Rs.1,41,638/- (Rupees One Lakh Forty One Thousand Six Hundred and Thirty Eight Only)** along with the Mandatory documents as specified in the Instructions to Bidders. The procedure for depositing the EMD and submission of relevant documents has been stipulated in GCC para 3.0. *No interest shall be allowed on Earnest Money Deposit.*

3.9 Care in Submission of Bids: -

- a) The bidder is expected to examine all instructions, terms, conditions, forms and other information in the bidding document. Failure to furnish all required information in the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will be at the bidder's risk and may result in rejection of his bid.
- b) The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. He shall also carefully read and understand all his obligations & liabilities given in tender documents. The Bidder shall bear all the costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- c) 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 obtain for itself on its own responsibility 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 expense. 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.
- d) When work is tendered for by a firm or company of contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- e) It shall be deemed that by submitting a Bid, the bidder has:
 - i. Made a complete and careful examination of the Bidding Documents and has fully acquainted him as to all conditions and matters which may in any way affect the work or the cost thereof.
 - ii. Visited and carefully examined the site and surroundings, and details of existing study's report carried out by DFCCIL which shall affect the work under the scope of the bidder.
 - iii. Acquainted himself with Government taxes, laws, statute, regulations, levies and other charges relating to scope of work.
 - iv. Received all relevant information requested from DFCCIL;
 - v. Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of DFCCIL relating to any of the matters relating to the bid;
 - vi. Satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under.

- f) Tenderer should submit the original documents for EMD, Tender Document Fees. Documents for claiming exemption from payment of tender form Fees/EMD in Chief Project Manager/North/Mumbai's Office before Opening of tender. The online offers of those who fail to submit above original documents before opening of tender are liable to be rejected.

3.10 Deadline for submission of tender: The bidder must ensure submission of offer before the closing time as the tender submission shall stop accepting the offer after the stipulated time. Incomplete offers will not be valid for consideration.

3.11 Modification/Withdrawal of offer: Bidder can anytime change/modify his offers before end of tender submission time. However, no offer shall be modified or withdrawn by the bidder after the end of bid submission time. Withdrawal of an offer during the interval between end of tender submission time and expiry of the offer validity period would result in forfeiture of the EMD.

3.12 Disqualification of the offers: -

- a. No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.
- b. Tenderer may carefully note that his bid is liable to be disqualified at any time during tendering process, if it is discovered at any point of time that the tenderer has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms, and the offer will be cancelled by DFCCIL. In addition, the EMD of such tenderer shall be forfeited. In such an event, the tenderer will not be entitled to any compensation whatsoever, or refund of any other amount paid by him and tenderer shall be debarred for a period of two years for participation in all future projects of DFCCIL. The decision of Employer in this respect shall be final and binding.
- c. DFCCIL may terminate the Contract or disqualify the tenderer if it is found that the tenderer is black listed by any of the Government Departments / Institutions/Local Bodies/Municipalities /Public Sector Undertaking etc. during previous 3 years before the date of bid closure.
- d. 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 tenders in which bidder has participated and EMD of all such tenderers shall stand forfeited.

3.13 FRAUD PREVENTION & DETECTION POLICY OF DFCCIL:

3.13(a) Representative of vendors, suppliers, contractors, Contractors, service providers or any other agency(ies) doing any type of business with the Company, is expected and shall be responsible to ensure that there is no fraudulent act being committed in their areas of responsibility/control. As soon as it is learnt that a fraud or

suspected fraud has taken or is likely to take place they should immediately apprise the same to the concerned authority as per the procedure.

3.13(b) All the bidders shall be required to certify that they would adhere to the Fraud Prevention & detection Policy of Company and not indulge or allow anybody else working in their organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/ suspected fraud as soon as it comes to their notice. In respect of contracts funded by Multilateral Agencies, the above will be incorporated after consultation / consents of the Lending Agency.

4.0 Opening of the tender: 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. Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.

5.0 Preliminary examination of bids

5.1 The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made and whether the bids are generally in order.

5.2 In case of discrepancy/Arithmetical error, if any, found between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.

5.3 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purpose of this determination, a substantially responsive bid is one that conforms to 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 or performance of the contract,
- ii) That limits in any substantial way, inconsistent with the bidding documents, the Employer’s rights or the successful Bidder’s obligations under the contract; or
- iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

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

5.4 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/reservations, the tender shall be treated as non-responsive. Employer’s decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

5.5 Clarification on the tendered bids

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

6.0 Evaluation and comparison of tenders

6.1 In case of open tenders; bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in Eligibility Criteria as given in Annexure-I of 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.

6.2 The Employer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level.

The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

7.0 Right to accept any tender or reject all tenders:

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

8.0 If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their tender, the Railway 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 Railway shall deem such tender as cancelled, unless the firm retains its character.

9.0 Award of Contract

9.1 Contract will be awarded to the technically & financially suitable and eligible Contractor Firm / Agency quoting the lowest rate as indicated in **Section-6**. In case of more than one technically & financially suitable bidder quoting same lowest rate, DFCCIL reserves the right to split the award, as deemed fit by DFCCIL.

Employer shall notify the successful tenderer in writing by a Registered Letter/Speed Post or per bearer that his tender has been accepted.

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

Section-3:

GENERAL CONDITIONS OF CONTRACT:

- 1.0 ***GENERAL CONDITIONS OF CONTRACT*** will form an integral part of the tender and contract, which is enclosed along with the tender documents.

In case of any deviation between General Conditions of Contract and any other Special Condition & Scope of work of Contract of this Bid document, the Special Condition & Scope of work of Contract shall prevail. The bidders must give a certificate along with their offer that they have thoroughly read, understood and accepted the General Conditions, Special Conditions, Scope of work as well as other conditions mentioned in the tender document.

2.0 DEFINITIONS: -

Unless excluded by or repugnant to the context.

- a) The expression Employer /Corporation/Department/ DFCCIL as used in the tender papers shall mean the Dedicated Freight Corridor Corporation of India Ltd.
- b) Officer/“**Officer-in-charge**”/Engineer of the work shall mean the ‘Representative’ nominated by DFCCIL.
- c) The “**Site**” shall mean the premises and / or other places where the work is to be executed under the Contract including any other lands or place used for the purpose of Contract.
- d) 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.
- e) The “**Contract**” shall mean “The agreement entered into between DFCCIL and the Contractor as recorded in the Contract form signed by the parties including all attachment - the Notice of Tender, the sealed quotation and the Tender Document and Acceptance thereof together with the documents referred to therein, and the Accepted Conditions with annexure mentioned therein including any Special Conditions, Scope of Work, 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 its entire accompaniment and those later incorporated in it by internal consent.
- f) “**Contractor**” shall mean the individual/firm/company whether incorporated or not, undertaking the work and shall include the 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.
- g) The “**Contract sum/Contract price**” shall mean the Sum for which the tender is accepted.

- h) 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.
- i) A “**Day**” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- j) A “**month**” shall mean a calendar month.
- k) A “**week**” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- l) “**Excepted Risks**” are risks due to riots (otherwise than among contractor’s employees) and civil commotion (in so far as both these are un-insurable) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and unprecedent floods over which the contractor has no control.
- m) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.
- n) “**ITB**” shall mean Instruction to Bidders as mentioned in Section-2 of tender document.
- o) “**Services**” means the work to be performed by the Contractor pursuant to the contract.

3.0 **Priority of Documents**

Any Ambiguity, discrepancy or conflict between various documents forming the Contract will be settled by prescribing the priority of document. Normally the priority of documents shall be as follows in descending order: -

- i. Contract Agreement
- ii. Letter of Acceptance
- iii. Bidder’s accepted Bid
- iv. Conditions of Particular Applications
- v. General Conditions of Contract
- vi. Priced Bill of Quantities
- vii. Any other document forming part of the contract

3.1 **Tender Form:**

Tender Form shall embody the contents of the contract documents either directly or by reference.

3.2 **Singular and Plural:** Words imparting the singular number shall also include the plural and vice versa where the context requires.

3.3 **Headings:** The headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

4.0 Laws and Regulations:**4.1 Governing Law:**

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

4.2 Compliance To Regulations And Bye-Laws : The Contractor shall conform to the provision of any statute relating to the works and Regulations and bye-laws of any Local Authority and shall before making any variation from the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by Statute, Regulations or Bye-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

5.0 Assignment or Subletting of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the DFCCIL. Any breach of this condition shall entitle the DFCCIL to rescind the contract and also render the contractor liable for payment to the DFCCIL in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be subletting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the DFCCIL and shall not relieve the Contractor of any responsibility under the Contract.

6.0 Indemnity by Contractors: 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 & 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.

7.0 Earnest Money Deposit (EMD): -

7.1 The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be as under:

	Value Of The Work	Earnest Money Deposit (EMD)
A.	For works estimated to cost up to Rs.1 crore	2% of the estimated cost of the work
B.	For works estimated to	Rs.2 lakh plus ½% (half percent) of the

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	cost more than RS.1 crore	excess of the estimated cost beyond RS.1 crore subject to a maximum of RS.1 crore
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The earnest money shall be rounded to the nearest Rs.10.

The earnest money shall be submitted in the form of Deposit Receipts/ Banker's cheque/Pay Order/ Demand Draft drawn in favour of DFCCIL/Mumbai issued by any Nationalised or scheduled Bank.

7.2 **Any offer not accompanied by requisite EMD shall be summarily rejected as non-responsive.** MSEs registered with a body specified by Ministry of MSME for the item tendered will be exempted from payment of Tender Cost, Earnest Money Deposit (EMD) and Security Deposit (SD). The exemption of NSIC units is however subject to the monetary limit shown in the Certificate and the firm being registered for the service tendered for as per procedure laid down in Ministry of MSMEs' letter No. 9(14)/2007-SSI (P)-I dated 08.03.2011 and subsequent Order issued by Additional Secretary and Development Commissioner (MSME) dated 23.03.2012.

7.3 The EMD of successful bidder shall be converted to Security Deposit, after signing of agreement and submission of required Performance Guarantee. The EMD of unsuccessful bidder shall be discharged/returned without interest as promptly as possible.

The EMD of the tenderer shall be forfeited if he withdraws his offer during the period of tender validity specified in the Tender/extended validity period as agreed to in writing by the tenderer. The EMD is liable to be forfeited:

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

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

8.0 **Security Deposit: -**

The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfilment of the Contract by the Contractor. The balance to make up the Security Deposit, the rates for which are given below, shall be recovered by percentage deduction from the Contractor's "on account" bills.

8.1 **Recovery of Security Deposit: -**

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

- Security Deposit for each work will be 5% of the contract value,

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- (b) The rate of recovery will 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.

Provided also that in case of defaulting contractor, DFCCIL may retain any amount due for payment to the contractor on the pending 'on account bills' so that the amt. so retained may not exceed 5% of the total value of the contract.

- 8.2** Security Deposit shall be returned to the Contractor after the successful completion of the work 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 but shall not be lower than ACPM/Dy. CPM (concerned with the work). The certificate, inter alia, all 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 - 1) After the work is physically completed, Security Deposit recovered from the running bills of the 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.

2) 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.

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

9.0 Performance Guarantee:

The procedure for obtaining Performance Guarantee is outlined below:

- 9.1** The successful bidder shall have to submit an irrevocable Performance Guarantee (PG) 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.

- 9.2** The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
- i. Irrevocable Bank Guarantee;
 - ii. Government Securities including State Loan Bonds at 5% below the market value;
 - iii. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - iv. Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - v. A Deposit in the Post Office Saving Bank;
 - vi. A Deposit in the National Savings Certificates;
 - vii. Twelve years National Defense Certificates;
 - viii. Ten years Defense Deposits;
 - ix. National Defense Bonds and
 - x. Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour DFCCIL (free from any encumbrance) may be accepted.
- 9.3** The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- 9.4** The value of PG to be submitted by the Contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the Contract increases by more than 25% of the Original Contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- 9.5** 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 passing the final bill based on 'No Claim Certificate' from the contractor.
- 9.6** Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.

- 9.7** 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 (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of 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. 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.
- 10.0** **Force Majeure Clause** : If at any time, during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.
- 11.0** **Illegal Gratification** : Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant or, to any officer or employee of the DFCCIL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the DFCCIL shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the DFCCIL and to the payment of any loss or damage resulting from such decision and the DFCCIL shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the DFCCIL.
- 11.1** The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forthwith to rescind the contract and all other contracts with the DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the DFCCIL under this Clause shall be settled by the General Manager of the DFCCIL, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the

Contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

12.0 EXECUTION OF WORKS

12.1 Contractor's Understanding : It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

12.2 Commencement of Works: The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.

12.3 Damage To DFCCIL Property Or Private Life And Property: The Contractor shall be responsible for all risk to the work and shall make good at his own expense all loss or damage to any other property of the DFCCIL or the lives, persons or property of others from whatsoever cause in connection with the works although all reasonable and proper precautions may have been taken by the Contractor, and in case the DFCCIL shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the DFCCIL may incur in reference thereto, shall be charged to the Contractor. The DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor

12.4 Supervision and Superintendence: - 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 execution of work. The Contractor shall co-ordinate all parts of the work & shall

be responsible to see that the work complies fully with the contract documents, & such instructions & variation orders as the Officer/ "Officer-in-charge" may issue during the progress of the works.

- 12.5 Provision of Efficient and Competent Staff:** -The Contractor shall place and keep on the works at all times efficient and competent staff and see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades. The contractor shall at all times enforce strict discipline and good order among his employees. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of Labour Laws and rules and regulations, the Contractor shall without prejudice is liable to prosecuted as per Indian Laws.
- 12.6** The Contractor shall at once remove from the works any supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 12.7** In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the DFCCIL to rescind the contract under Clause 22 of these conditions.
- 12.8 Preservation of Peace:** The Contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works. In the event of the DFCCIL requiring to incur expenditure for the same, the expenses thereof shall be borne by the Contractor and if paid by the DFCCIL shall be recoverable from the Contractor.
- 12.9 Use of Intoxicants:** The consumption of ardent spirits or other intoxicating beverages upon the work shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
- 12.10 Non-Employment of Manpower below the Age of 18:** The Contractor shall not employ children below the age of 18 as labourers directly or through petty contractors or sub-contractors for the execution of work.
- 12.11 Medical Certificate of Fitness:** It is agreed that the contractor shall submit a medical certificate of fitness in respect of the labour being engaged, in the

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prescribed form granted to him by a certifying surgeon certifying that he is fit to work as an adult. It is further agreed that the responsibility for having the manpower examined medically at the time of appointment or periodically shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the manpower for such medical examination.

13.0 VARIATIONS IN EXTENT OF CONTRACT

- 13.1 Modification to Contract to be in Writing:** In the event of any of the provisions of the Contract requiring 'to be modified' after the contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Contractor. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the DFCCIL unless and until the same is incorporated in a formal instrument and signed by the DFCCIL and the Contractor, and till then the DFCCIL shall have the right to repudiate such arrangements.
- 13.2 Powers of Modification To Contract :** The Engineer on behalf of the DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their site, quantities, or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 13.3** Unless otherwise specified in the Special Conditions of the Contract, the accepted variation in quantity of each individual item of the contract would be up to 100% of the quantity originally contracted. Contractor shall be bound to carry out the work @ agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 50% variation in quantity of each item.
- 13.4 Valuation Of Variations :** The enlargements, extensions, diminution, reduction, alterations or additions referred to in Clause 13.2 above shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and the amounts to be paid therefor shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Clause 13.2 above shall be paid for at the rates determined mutually.
- 13.5 Variations in Quantities During Execution of Contract:** The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

1. Individual NS items in contracts shall be operated with variation of plus 50% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
2. Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 150% of the agreement quantity subject to negotiating with existing contractor, with prior concurrence of Associate Finance and approval of CPM.
3. In cases where decrease is involved during execution of contract:
 - (a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of CPM may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for such decrease in the quantities.
 - (c) It should be certified that the Qty. proposed to be reduced will not be required in the same work.
4. For the tenders accepted at CPM, variations in the quantities will be approved by CPM subject to the condition that the revised value of the agreement lies within his powers of acceptance.
5. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

14.0 CLAIMS

- 14.1 **Monthly Statement of Claims:** The Contractor shall prepare and furnish to the Engineer 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 Engineer 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.
- 14.2 **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.

15.0 MEASUREMENTS, CERTIFICATES AND PAYMENTS

15.1 Quantities in Schedule Annexed to the Contract: The quantities set out in the accepted Schedule of Rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.

15.2 Measurement of Works: It will be in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items, the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

- (a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- (b) If an objection raised by the Contractor is found by the Engineer to be incorrect, Contractor shall be liable to pay the actual expenses incurred in measurements.

16.1 "On-Account" Payments: The Contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined mutually on the measurements taken by the Engineer or the Engineer's representative. The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's or the Engineer's Representative's certificates of measurements shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required under these Conditions, a retention of ten percent by way of

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Security Deposits, until the amount of Security Deposit by way of retained earnest money and such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

16.2 Rounding Off Amounts: The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more up to Rs.1 will be reckoned as Rs.1.

16.3 Manner of Payment: Unless otherwise specified payments to the Contractor will be made by NEFT/RTGS.

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

16.5 Statutory Increase in Duties, Taxes etc.:

All the taxes and duties, except Service Tax, levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of NIT 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 *except Service Tax*.

DFCCIL shall pay the Contractor, Service tax payable as per the applicable valuation Rules determined by Service Tax Authorities, from time to time. DFCCIL shall compensate the contractor for any further Service Tax payable occasioned due to subsequent changes in valuation Rules. **Proof of having deposited the Service Tax shall be furnished by the Contractor to DFCCIL at regular interval (before/along with the next bill).**

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

DFCCIL shall reimburse to the Contractor any additional tax that may become payable due to change in the applicable Law or due to Law/s that may get enacted during the tenure of the Contract from the date such taxes become payable. Such payment shall be made by the Contractor within the time specified in the Law and reimbursed on satisfactory production of evidence thereof to DFCCIL.

17.0 Final Payment : On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements of the total quantity of work executed by the Contractor up to the date of completion and on the accepted schedule or rates and for extra works on rates determined shall be paid to the

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Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

- 18.0 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 alien 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 DFCCIL or any 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.

- 18.1 Lien in Respect of Claims in Other Contracts:**

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/Mumbai, against any claim of this or any other Office of

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DFCCIL 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.

However, recovery of claims 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.

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.

19.0 LABOUR

19.1 Compliance to Rules for Employment of Labour: The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty Contractors or Sub-Contractors on the works.

19.2 Wages to Manpower: The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made there under in respect of any employees directly or through petty contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the Contract, the Contractor supplies any labour to be used wholly or partly under the direct orders and control of the DFCCIL whether in connection with any work being executed by the Contractor or otherwise for the purpose of the DFCCIL such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the DFCCIL, such money shall be deemed to be moneys payable to the DFCCIL by the Contractor and on failure by the Contractor to repay the DFCCIL any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the DFCCIL shall be entitled to recover the same from any moneys due or accruing to the Contractor under this or any other Contract with the DFCCIL.

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19.3 Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the DFCCIL deduct the same from any moneys due to the Contractor in terms of the contract. The DFCCIL shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the DFCCIL by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

19.4 Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

- a. The Contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.
- b. The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
- c. The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- d. In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- e. In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or

to incur any expenditure on account of the Contingent, liability of the DFCCIL due to the contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the DFCCIL under the aforesaid Act, the DFCCIL shall be at liberty to recover such amount or part thereof by deducting it from the Security Deposit and/or from any sum due by the DFCCIL to the contractor whether under the contract or otherwise. The DFCCIL shall not be bound to contest any claim made against it under the aforesaid Act except on the written request of the Contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such claim. The decision of the DFCCIL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

19.5 Provisions of Employees Provident Fund and Misc. Provisions Act, 1952:

The Contractor shall comply with the provisions of the Employees Provident Fund Scheme, 1952; Employees' Pension Scheme, 1995; Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of the "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.

19.6 Provision Of Workmen's Compensation Act : In every case in which by virtue of the provisions of the Workmen's Compensation Act 1923, DFCCIL is obliged to pay compensation to a workman directly or through petty contractor or subcontractor employed by the Contractor in executing the work, DFCCIL will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of DFCCIL under the said Act, DFCCIL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by DFCCIL to the Contractor whether under these conditions or otherwise, DFCCIL shall not be bound to contest any claim made against it under the said Act except on the written request of the Contractor and upon his giving to DFCCIL full security for all costs for which DFCCIL might become liable in consequence of contesting such claim.

19.7 Permits, Fees etc.:

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.

20.0 DFCCIL not to provide accommodation for Contractor:

DFCCIL shall not provide accommodation for the Contractor or any of his staff employed on the work.

21.0 Reporting of Accidents:

The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.

22.0 DETERMINATION OF CONTRACT

22.1 Right of DFCCIL to Determine the Contract: Should, in the DFCCIL's opinion, the cessation of work becomes necessary owing to any reason whatever, the DFCCIL shall be entitled to determine and terminate the contract at any time. Notice in writing from the DFCCIL of such determination and the reasons therefor shall be conclusive evidence thereof.

22.2 Payment on Determination of Contract: Should the Contract be determined under clause 22.1 as above, 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.

22.3 Determination of Contract Owing to Default of Contractor: If the Contractor

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement with or assign in favor 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 purpose of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the Contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the Contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the Contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under these Conditions, or
- (x) Fail to take steps to employ competent or additional staff and labour as required under the Conditions, or
- (xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as reqd. under the Conditions, or
- (xii) 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 this DFCCIL.

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(xiii) (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 official of Gazetted Rank or any other retired official working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the DFCCIL before the expiry of two years from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the DFCCIL or any officer duly authorized by DFCCIL 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 official from the said service, or as to whether any such retired official was under the employment of the Contractor at the time of submitting the said tender, or
- (b) The correct information as to such officials 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 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 Engineer 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 Engineer, the DFCCIL shall be entitled after giving 48 hours' notice in writing under the hand of the Engineer 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.

22.4 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 above Clause, being adopted:

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- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having 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 Engineer 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 Engineer 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. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

23.0 SETTLEMENT OF DISPUTES

23.1 Matters Finally Determined by the DFCCIL:

All disputes and differences of any kind whatsoever arising out of or in connection with the Contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the DFCCIL and the DFCCIL shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Standard General Conditions of Contract or in any Clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the DFCCIL authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

23.2 Resolving the Dispute:

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

23.3 Settlement of Disputes:

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

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23.4 Mutual Settlement:

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

23.5 Conciliation/Arbitration:

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

- a) If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Contractor may refer to the Managing Director/DFCCIL (MD) in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims of, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- b) MD/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, MD/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 Employer who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator. MD/DFCCIL will appoint Sole Conciliator out of the names agreed by the Contractor.

23.6(a) 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 MD/DFCCIL for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the MD/DFCCIL as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

23.6(b) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference 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 or set off, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.

- 23.6(c)** The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 23.6(d)**
- (i) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the DFCCIL.
 - (ii) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
 - (iii) The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
 - (iv) Place of Arbitration: The place of arbitration would be within the geographical limits of Unit of the DFCCIL where the cause of action arose or the Headquarters of the concerned DFCCIL or any other place with the written consent of both the parties.
- 23.6(e)** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 23.6(f)** If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.
- 23.6(g)** The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 23.6(h)** The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The Arbitral Tribunal should record day to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
- 23.6(i)** The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom. The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

- 23.6(j)** In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 23.7** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by DFCCIL Board from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the DFCCIL Administration or by the court of law unless specifically directed by Hon'ble Court otherwise on the matter.
- 23.8** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 23.9** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
- 23.10** A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 23.11 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 23.4 and 23.5 above.
- 23.12 Suspension of Works:**
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 DFCCIL nor Contractor 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.
- 23.13 Award to be binding on all Parties:**
The award of the Arbitrator, unless challenged in Court of Law, shall be binding on all parties.
- 23.14 Exception:**
For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, and Govt. of India shall be followed.
- 23.15 Jurisdiction of Courts:**
Jurisdiction of courts for dispute resolution shall be Mumbai only.

SECTION-4

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. Detailed Scope of Work

- 1.1 Hiring of Six Four wheeler Vehicles for the official use by North/Mumbai unit of DFCCIL for 02 years.
- 1.2 Contract can be further extended by another 1 year on satisfactory performance on same terms and conditions.
- 1.3 Contractor shall provide vehicle with a valid taxi/tourist permit, Insurance, along with driver, fuel, other consumable spares, major and the minor repairs, maintenance, and Taxes of the vehicle with Toll Taxes & Parking Charges for transport as per requirement.
- 1.4 The road vehicle should be as per item no. 2.22 of Section – 4 “Special Condition of Contract”.
- 1.5 Contractor have to submit the “**POLICE VERIFICATION**” of all the drivers within 6 months of award of contract.

2 Special Conditions of Contracts.

2.1 THE TENDERER(S) SHOULD SATISFY THE MINIMUM ELIGIBILITY CRITERIA AS UNDER:

A) For Tender cost below Rs. 50 Lakhs - No qualifying criteria.

B) For Tender cost above Rs. 50 Lakhs:

I Tenderer should have successfully completed at least one single similar work costing not less than 35% of the estimated cost of work in the last three years {i.e. current year and previous three financial years} for any government/semi government/PSU.

II The bidder should have received payment against satisfactory execution of completed and ongoing works of all types during last three financial years i.e. current year and preceding 3 years as per employer payment certificate / Certificate from CA / audited balance sheet and Form 26AS of not less than 150% of the advertised estimated cost of work.

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2.2 Single Similar Work means:

- (a) Tenderer must have provided vehicle/s on hiring basis to any government / semi government / PSU organisation.
- (b) Tenderer must be a registered firm having license to operate business of Road Transportation.
- (c) The company must have valid registration with Central Excise authorities under Service Tax Rule.

2.3 Taxes, Tolls/Parking Charges:

The rates shall be inclusive of all charges and taxes leviable by the State / Central Govt. except service tax.

The rates are inclusive of all major / minor repairs/maintenance, servicing of vehicles, cost of fuel, lubricants and any other consumables, **driver's salary & allowances** required from time to time, **toll taxes & parking charges**, all taxes, duties, levis & Insurance charges for inspection certificates, Incidental charges, penalties etc. as imposed by central/state /local govt. bodies for running of vehicles

2.4 Periods of Contract:

Contract is for hiring of vehicle/s for 24 months. Contract can be further extended by another 1 year on satisfactory performance on same terms and conditions.

- 2.5 Vehicle will be required generally for 12 hours every day, which will normally be from 08.00 to 20.00 hrs. Vehicle shall be required for full calendar month including Saturdays and Holidays. Vehicle are to be provided for 26 days in a month. Accumulation of hours on the monthly basis will be 312 hours. Maintenance rest will be provided normally on Sundays. In case of exigencies and emergencies, the vehicle can be called on Sundays also. **For each such Sunday either a compensatory maintenance rest will be provided or an extra amount of Rs. 300.00 shall be paid in addition of normal payment.** Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extent laws for which no extra payment will be made.

- 2.6 **The contractor shall give consent for receipt of payment through RTGS/ECS/NEFT.** Charges if any will be on account of the contractor. The contractor shall provide all the details like Name of the bank, Address of the bank, branch code, IFSC code of the bank, Type of the account, Account no., contact no. for account related queries etc.

- 2.7 Tenderer should provide 24 hrs contacts number (Mobile phone) on which such information can be given. Further the driver of the vehicle should be provided with a mobile phone having Incoming & outgoing facility at contractor's own cost.
- 2.8 Vehicle shall have to report at mentioned place and time. Any delay more than half an hour in reporting will be considered as absence for the day.
- 2.9 Frequent changing of driver or vehicle will not be permitted.
- 2.10. No accommodation will be provided to the driver by DFCCIL. He has to make his own arrangement for lodging and boarding.
- 2.11 The Contractor shall be completely responsible for the safe running of the vehicle. DFCCIL will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver.
- 2.12 Contractor shall have to maintain logbook in approved proforma by engineer in-charge which shall have to be filled daily and presented to DFCCIL's authorized representative for signature. Timing and Kilometer reading shall be noted every day at the time of reporting at nominated place and release from place. No payment shall be made for any extra movement to and fro from garage etc.
- 2.13 DFCCIL may provide open parking space during day time but parking shall be purely at Contractor's risk. Night time parking will be responsibility of Contractor.
- 2.14 Payment of hiring charges will be made once on monthly basis on submission of bill and after the due verification of log books as necessary by the DFCCIL official. Billing period shall be as per calendar month i.e. if LOA is issued in mid of the month, the second bill onward shall be paid as per the calendar month. The first and last bill will have shorter period.
- 2.15 INDEMNITY: The Contractor shall at all times indemnify to the DFCCIL administration against all claims which may arise due to accident or otherwise or due to the breach of the terms and conditions mentioned herein and owing to any sort of act of commission on the part of the contract during the currency of the contract.
- 2.16 That the contractor agrees to indemnify to the DFCCIL administration against all claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act VIII of 1923 and the DFCCIL Administration will be entitled to deduct from any sum of money payable to the contractor the amount of compensation thus payable under the terms of section- 12 of the said act together with all or any cost incurred by the DFCCIL administration in such

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connection and the contractor further agrees that the decision of the DFCCIL officer with respect to the amount of such indemnity shall be accepted by him finally.

- 2.17 DFCCIL in no case is responsible for any legal matter arising of any state / central govt. laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.
- 2.18 Contractor shall not object for carrying small materials like surveying and other equipment etc. in the vehicles provided by the contractor.
- 2.19 DFCCIL reserves the right to close the Contract at any time without signing any reasons thereof by giving a one month notice. Contractor shall not be entitled for any compensation in case of such eventuality.
- 2.20 Third party vehicles, if provided, a copy of agreement should be submitted to DFCCIL which shall include all the terms and conditions mention in this tender.

Vehicle

- 2.21 If vehicle is out of order OR fails during the trip OR under schedule maintenance, an alternate similar vehicle shall be made available, failing which **penalty of Rs. 500 (Five hundred only) per day** will be imposed and the expenditure incurred by the officer on making alternative arrangement will also be recovered from the contractor in addition to non-payment for the day at pro-rata basis.
- 2.22 The road vehicle for running 2000 km should be either SUV type Xylo, Tavera, Scorpio, Ertiga, Honda BRV or similar type vehicles or Sedan type vehicles i.e. Skoda Rapid, Vento, Honda City or similar type vehicles. The vehicle:-
- i) should be in good condition,
 - ii) should not be more than two year old and
 - iii) shall not have run more than 60 thousand Kms at the time of placing in to the service.

The decision of agreement signing authority will be final to certify the condition & type of the vehicle. The same can be utilized during the extended period on satisfactory performance & condition.

Note: Each vehicle may be required to run for extra 1000 km per month beyond the above scheduled kilometres per month and the payment will be made @ Rs. 11/- per km.

All vehicles shall be commercial vehicle having taxi/tourist permission

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- 2.23 During the currency of contract, vehicle cannot be used for any other purpose except for DFCCIL.
- 2.24 Vehicle should always be kept neat & clean from inside / outside. Also seats must have good quality cover and washed or replaced frequently otherwise DFCCIL will **not accept it**.
- 2.25 The Contractor should submit the details and documents of the vehicle provided to this office immediately on receipt of acceptance letter. The vehicle documents submitted, should clearly mention the date of purchase, make, model, registration no., Chassis No., type of fuel i.e. Diesel or Petrol, etc. The agreement will be considered operated from the date from which the vehicle is actually pressed into service.
- 2.26 The vehicle provided to DFCCIL must be fully and comprehensively insured covering the risk to the driver and all the 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 vehicles during operations irrespective of the ownership of such vehicles.

Driver

- 2.27 During emergencies, the driver shall report for duty within 2 hours even in his off hours on call, failing which a penalty of Rs.50/- will be deducted from bills.
- 2.28 Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.
- 2.29 Drivers deployed shall be skilled, well behaved, holding valid tourist driving license, and capable of undertaking minor repairs of vehicles. Drivers shall have adequate knowledge of JNPT to Surat including Mumbai suburban route. All papers should be readily available with the vehicles like registration, PUC, Permit for running the vehicles in Maharashtra & Gujarat etc. Vehicles should be insured against accident as per rules and statutory obligations, certificate towards road tax etc. Driver shall be able to produce relevant documents as and when requisitioned from him. Consequences of failure to comply with any rules and regulation of the concerned authorities shall be the sole responsibility of the contractor.
- 2.30 Driver should have adequate amount for payment of toll tax, emergency repairs, parking, filling of diesel, oil, valid tourist license etc.
- 2.31 Driver should never be found under the influence of alcohol.

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- 2.32 Contractor have to submit the “POLICE VERIFICATION” of all the drivers within 6 months of award of contract.**
- 2.33** In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle the payment of Rs. 300 will be paid per night per outstation duty inclusive of night charges. However, working hours will be counted only up to the time when the vehicle is in use before the driver is permitted to take rest.
- 2.34** DFCCIL will not provide any accommodation to driver, Driver himself shall arrange Boarding / Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor / service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.
- 2.35** No change of driver/s shall be allowed without prior permission of DFCCIL.
- 2.36** Regulatory verification of driver’s conduct/ character/ antecedent as required are sole responsibility of the contractor.
- 2.37** The base station of the vehicles can be different and would be decided by DFCCIL from time to time.
- 2.38** DFCCIL may increase the number of vehicles up to 50% of the tender schedule quantity on same terms and conditions for minimum 6 months duration for each vehicle.

3. Time and Payment Schedule:

- 3.1** The payment shall be made according to the actual progress of work as per rate included in the agreement:

4. Price Variation

For Fuel prices

Due to increase / decrease in fuel prices, the rates per KM will be adjusted as per formula $[P1 - P2] / 10$, where P1 is the current rate of petrol / Diesel as applicable during the currency of the contract and P2 is the price of petrol /

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Diesel on date of tender opening/negotiation. The revision of rates will be done as per the formula both ways, [increase as well as decrease] taking effect from the first day of the month, following the month in which the fuel prices are revised unless the revision take place from the first day of a month. The contractor will have to submit a certificate from the oil company / petrol / Diesel dealer on their letter head, certifying the current / prevailing petrol / Diesel prices or newspaper cuttings from Economic Times / Financial Express in support of variation of fuel prices in a particular month, along with the monthly bills. Prices of diesel/petrol is available on the web site www.iocl.com.

5. RATES

- 5.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 5.2 **Services Tax**, as admissible shall be paid extra on submission of proof of deposit.
- 5.3 Tax shall be deducted at source as per extent rules.
- 5.4 The agency should strictly comply all the labour laws. DFCCIL shall not be responsible for any violation.

SECTION-5**SCHEDULE OF QUANTITIES AND RATES**

Name of Work:- Providing 6 nos. vehicles running up to 2000 km should be either SUV type Xylo, Tavera, Scorpio, Ertiga, Honda BRV or similar type vehicles or Sedan type vehicles i.e. Skoda Rapid, Vento, Honda City or similar type vehicles. on hire basis for official use of North/Mumbai unit, DFCCIL in the state of Maharashtra and Gujarat.

Name of Agency:-

Schedule of Quantities

SN	Description of Item	Unit	Qty.	For per vehicle per Month	
				Rates (Rs) (In Figs.)	Rates (Rs) (In Words)
1	Providing 06 Four Wheeler SUV/Sedan type vehicles for DFCCIL, Mumbai Unit as per terms and conditions of the contract. Each vehicle shall run for 2000 KMs in each month.	Vehicle month	144		
Note:- Each vehicle may be required to run for extra 1000 km per month beyond the above scheduled kilometres per month and the payment will be made @ Rs. 11/- per km.					

- 1) Tenderer must quote the rates in "WORDS", otherwise his offer will be rejected.
- 2) Rates will be subject to price variation as per special conditions of the contract.
- 3) Contract is for hiring of vehicle/s for 24 months. Contract can be further extended by another 1 year on satisfactory performance on same terms and conditions.
- 4) All the above vehicles are required for working of 12 hours per day i.e. 8:00 hrs. to 20:00 hrs. which may vary as per the requirement of DFCCIL and the same will be intimated one day in advance. The cumulative working hours shall be 312 hrs. for 26 working days in a month.

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SECTION-6
ANNEXURES

Annexure- 6.1**: PROFORMA FOR BIDDER'S GENERAL INFORMATION:****{On the letter head of Bidder/Tenderer/Firm}**

Sr. No.	Particulars	Details	
1	Name of the Agency (Manpower providing services).		
2	Address with telephone and Fax No. (In Mumbai and other State of India along with head office/registered office).		
3	Status of applicant (individual/ proprietorship firm / partnership firm/ private/ public limited Co./autonomous Bodies (attach documentary evidence).		
4	Types of services provided (Experience certificates to be enclosed).		
	Annual Turnover of last three financial Years (Audited financial statement of last three financial years to be enclosed).	2013-14	
		2014-15	
		2015-16	
6	Registration details under applicable Laws:- a) Service Tax b) PAN c) Shop Act License d) Any other Registration		
7	List of clients along with their financial year wise paid contractual Turnover in numbers during last 3 years.		
8	Executive Summary about the agency.		

(Name & signature of the Proprietor/Director/Partner/Authorised signatory with official stamp and phone no.)

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Annexure-6.2

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To

DFCCIL

Name & Address of Project.

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

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____

Address: _____

Date: _____

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DFCCIL/Mumbai**

Annexure – 6.3

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between DFCCIL, 7th Floor, New Administrative Building, D. N. Road, Mumbai – 400001, acting through (Project Head and name/address of the Project) (hereinafter called “the Employer/Engineer”) of the one part and _____ (name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

(Name, Designation and address of
the authorised signatory)

(Name, Designation and address of
the authorised signatory)

**For CPM(North)
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Signed for and on behalf of the
Contractor in the presence of:

Witness:

1.

2.

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

Witness:

1.

2.

Name and address of the witnesses to be indicated

Note: - Consortium bidding shall not be allowed at any stage for fulfilment of eligibility criteria

End of Document

**For CPM(North)
DFCCIL/Mumbai**