



Tender No. CPM/UMB/VEHICLE-2014/ 04
For

**HIRING OF EIGHT NOS. SUV TYPE VEHICLES ON MONTHLY CONTRACT BASIS
FOR DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD. AT
AMBALA.**

BID DOCUMENT

Employer:

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE
Under
MINISTRY OF RAILWAYS)**

Dedicated Freight Corridor Corporation of India Ltd

Tender No. CPM/UMB/VEHICLE-2014/ 04

Dated 26.07.2014

Name of work : Hiring of Eight nos. SUV type vehicles on monthly basis for Dedicated Freight Corridor Corporation of India Ltd. At Ambala.

Approx. Cost : Rs. 44,92,740/-

Contract Period : 12 (Twelve) months

Earnest Money : Rs.89,860/-

Last Date/Time of receipt of Tenders : Upto1500hrs. on 02.09.2014

Date of Opening of Tender : 02.09.2014 at1530hrs.

For and on behalf of
DFCCIL,Ambala

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To,

**Chief Project Manager
DFCCIL, Ambala**

Offer Letter by Tenderer

Tender No.: "CPM/UMB/VEHICLE-2014/ 04"

NAME OF WORK: Hiring of Eight Nos SUV type vehicles on monthly basis for Dedicated Freight Corridor Corporation of India Ltd. At Ambala

1. I/We have read the various condition of tender attached hereto and hereby I/We agree to abide by the said conditions. I/we also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our 'Earnest Money'. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General condition of the contract and to carry out the work according to special conditions as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of Rs. 89,860/- (Rupees Eighty Nine Thousands Eight Hundred Sixty Only) has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
 - (i) I/We do not execute the contract agreement within 15 days of issue of the acceptance letter by the DFCCIL Administration that such documents are ready. OR
 - (ii) I/We do not commence the work within 15 days after receipt of orders to that effect.
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Tenderer(s)/Tenderer(s)

Signature of Witness

SECTION- 1**NOTICE INVITING TENDER****Tender No. CPM/UMB/VEHICLE-2014/ 04****Dated: 26.07.2014**

The Chief Project Manager DFCCIL Ambala for and on behalf of DFCCIL invites sealed opened tender on the prescribed forms for the under noted work:

| | |
|--|---|
| Tender Notice No. | CPM/UMB/VEHICLE-2014/ 04 |
| Name of Work | Hiring of Eight Nos SUV type vehicles on monthly basis for Dedicated Freight Corridor Corporation of India Ltd. At Ambala |
| Estimated Cost of Work | Rs. 44,92,740 /- (Forty Four Lac Ninety Two Thousands and Seven Hundred Forty rupees only) |
| Contract Period | 12 months (Twelve months) |
| Type of BID | Open Tender Single packet system |
| Validity of Offer | 120 Days from the date of opening of tender |
| Bid Document cost | Rs.3000/- (Rs.Three thousand only.) |
| Earnest Money | Rs.89,860/- (Rupees Eighty Nine Thousands Eight Hundred Sixty Only) |
| Availability of tender Document and Tender Document cost | Tender document can be obtained from the office of DFCCIL/Ambala on all working days, from 01.08.2014 to 01.09.2014 between 1000 to 1500 hrs & on 02.09.2014 upto 1200 Hrs; by paying Tender Document Cost of Rs. 3000/- (Three Thousand only) by way of DD/Pay Order/bankers Cheque, in favor of "DFCCIL" payable at Ambala. The Tender document can also be downloaded from DFCCIL's website www.dfccil.org & Central Procurement Portal, eprocure.gov.in ; and the same will be accepted along with the Tender Document Cost of Rs. 3000/- (Three Thousand only) through a separate DD/Pay Order/bankers Cheque, drawn on any nationalized/scheduled bank in favor of "DFCCIL" payable at Ambala. Offers without cost of tender fee will be liable to reject. |
| Date and time of submission of filled tender document | Upto 1500 hours of 02.09.2014 |
| Date and time of opening of tender | At 1530 hours of 02.09.2014 |
| Authority and place of submission of completed documents. | Office of Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., Ambala E Mail ID : surendersingh@dfcc.co.in |
| Address of Communication | Office of Chief Project Manager; Dedicated Freight Corridor Corporation of India Ltd. Old Railway Colony, Near Anand Market, Ambala cantt. - 133001 E mail : surendersingh@dfcc.co.in |

**Chief Project Manager
DFCCIL, Ambala Cantt**

SECTION- 2**CHECK LIST**

| CHECK LIST OF ITEMS TO BE SUBMITTED BY TENDERER(S). THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPLIED BEFORE SEALING THE TENDER DOCUMENT:- | | |
|--|--|--------------------|
| Sr. No. | Description | Done or Not |
| 1. | Rates have been quoted for All schedules on Basic Cost in terms of percentage in Rate sheet. | |
| 2 | Declaration regarding no relative being employed on DFCCIL as Annexure- VI has been filled. | |
| 3 | Address for correspondence for this tender has been given at Section 3 Para 3.1(S.No.10), Envelope shall be addressed accordingly. | |
| 4 | Tenderer's General information filled up in Annexure -I with attached documents/proof page marked/indicated. | |
| 5 | All the Annexures from Annexure -I to Annexure -VIII properly filled up and relevant documents attached and indicated in Annexures, where asked. | |
| 6 | Company seal should be put on each and every pages of the document submitted. | |
| 7 | The tender shall be accompanied with the following: - | |
| | 1. Earnest Money Deposit as per NIT/ Clause No. 3.7 of Section-3 has been attached. | |
| | 2. Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per Clause 4.14 of GCC. | |
| | 3. Partnership deed/ resolution as applicable has been attached. | |
| | 4. Power of Attorney as applicable has been attached. | |
| | 5. Any other relevant documents have been attached. | |
| 8 | The tender document shall be sealed in a cover properly. Any loose paper/ documents separately shall not be considered as part of tender offer. | |
| 9 | RATES TO BE QUOTED ON RATE SHEET ONLY. | |

SECTION- 3

INSTRUCTION TO TENDERER(S)

NAME OF WORK: Hiring of Eight Nos SUV type vehicles on monthly basis for Dedicated Freight Corridor Corporation of India Ltd. at Ambala.

GENERAL INSTRUCTION

DFCCIL invites open tender for the work of Providing 08 (Eight) number of SUV type vehicles on monthly basis for Dedicated Freight Corridor Corporation of India Ltd. at Ambala. Vehicles will normally be required to run in Punjab, Himachal Pradesh, Haryana, Chandigarh, UP, Uttarakhand, Rajasthan, J&K and Delhi NCR.

3.1 The key details are as under:

| | | |
|-------------|--|---|
| S.No | Tender No. | CPM/UMB/VEHICLE-2014/ 04 |
| 1 | Name of Work | Hiring of Eight Nos SUV type vehicles on monthly basis for Dedicated Freight Corridor Corporation of India Ltd. At Ambala |
| 2 | Estimated Cost of Work | Rs. 44,92,740 /- (Forty Four Lac Ninety Two Thousands and Seven Hundred Forty rupees only) |
| 3 | Contract Period | 12 months (Twelve months) |
| 4 | Cost of tender document | Rs 3,000/- (Rs Three Thousand only) |
| 5 | Type of Tender | Open tender single packet |
| 6 | Earnest Money | Rs.89,860/- (Rupees Eighty Nine Thousands Eight Hundred Sixty Only) |
| 7 | Date and time of submission of Tender | Upto 1500 hours of 02.09.2014 |
| 8 | Date and time of opening of Tender | At 1530 hours on 02.09.2014 |
| 9 | Validity of Offer | 120 Days from the date of opening of tender |
| 10 | Authority and place for purchase/ submission of tender document & address for Communication | Office of Chief Project Manager; Dedicated Freight Corridor Corporation of India Ltd. Old Railway Colony, Near Anand Market, Ambala cantt. - 133001 E mail : surendersingh@dfcc.co.in |

3.2 Cost of tender form Rs. 3,000/- (Rs Three Thousand only) is to be submitted in the form of Pay Order, Demand Draft / Bankers Cheque from any nationalized bank or a Scheduled Bank in favor of "DFCCIL" payable at Ambala.

3.3 Tender documents are also available on the official web site of DFCCIL i.e. www.dfccil.org In case of documents downloaded from internet, cost of tender forms in Para 3.2 above shall be submitted along with offer. Offers not accompanied by cost of tender form will be summarily rejected.

3.4

**SCOPE OF WORK and
ELIGIBILITY CRITERIA**

3.4.1 SCOPE OF WORK

The contractor will be required to provide Eight number of SUV type vehicles in perfect condition with fuel & other consumables, maintenance, well-behaved, uniformed drivers with valid driving license to DFCCIL on hiring basis. Vehicles for the use of DFCCIL officials will be based / headquartered at Ambala. The vehicles shall strictly comply with the provisions of pollution control, statutory regulation issued by State Transport Authorities/Central Govt. etc. from time to time. **Consequences of failure to comply with any of the rules & regulations of the concerned authorities and traffic rules shall be the sole responsibility of the Agency.** This scope of work is illustrative and shall be read in conjunction with "Special Conditions of Contract".

3.4.2 ELIGIBILITY CRITERIA

The bidder shall have proper setup for executing the similar type of work successfully, for this purposes bidder "should have completed similar type of work amounting Rs. 4.0 (Four Lac) with any Government/ Semi-Government organization in last three years(i.e. current year and three previous financial years)

Or,

Must have registration for four SUV type vehicles (not More than Three Years old on the date of opening of tender) in the name of the tenderer/any partner in case of partnership firm. with the respective State Transport Department.

Similar Nature of Work for present tender is "Supply of AC/Non AC SUV/MUV to the Government or Semi-government departments on hiring basis."

The Authenticity of the above mentioned criteria can be verified by DFCCIL officials before awarding the Contract, and the contract shall be liable of rejection in case of non fulfillment of criteria.

3.5 SUBMISSION OF BIDS

3.5.1 Tender has been invited under 'single packet' system. All bids shall be submitted "in sealed cover" which should be super scribed as Tender No. "CPM/UMB/VEHICLE-2014/ 04" for the work of Hiring of Eight Nos SUV type vehicles on monthly basis for Dedicated Freight Corridor Corporation of India Ltd. At Ambala and must be sent by registered post/ in person to the address of the Office of Chief Project Manager; Dedicated Freight Corridor Corporation of India Ltd. Old Railway Colony, Near Anand Market, Ambala cantt. - 133001, so

as to reach the office not later than 1500 hrs. on 02.09.2014 or deposited in the special box allotted for the purpose in the office of Chief Project Manager; Dedicated Freight Corridor Corporation of India Ltd. Old Railway Colony, Near Anand Market, Ambala cantt. - 133001. Tender box will be sealed at 1500 hrs. on 02.09.2014. **The tender papers will not be sold after 1200 hrs. on 02.09.2014.** The tender will be opened on 02.09.2014 at 1530 hrs. in the Chief Project Manager; Dedicated Freight Corridor Corporation of India Ltd. Old Railway Colony, Near Anand Market, Ambala cantt. - 133001, in the presence of tenderers or their authorized Representatives on date, time and place of opening.

- 3.5.2** In case 02.09.2014 is declared as holiday, tender will sold upto 1200 Hrs & received upto 1500 hrs respectively on next working day and will be opened at 1530 hrs on that day.
- 3.5.3** Each page of this bid document shall be submitted duly signed and stamped by the tenderer. Bid document shall be accompanied by Earnest Money in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the tenderer and any other document specified in tender schedule.
- 3.5.4** All bids shall be submitted in accordance with the instructions contained in these documents (hereinafter called as bid documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected
- 3.5.5** The bids submitted/received after the time and date fixed for receipt of Bids as set out in the documents will be summarily rejected.
- 3.5.6** Issuance of bid documents will not automatically means that such parties are considered qualified. DFCCIL is not responsible for loss/delay of any tender in transit.
- 3.5.7** Conditional tenders shall be summarily rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. DFCCIL will not take cognizance of any other conditions/variations from the tender stipulations mentioned at any other place in the tender documents in this regard.

3.6 VALIDITY OF OFFER

The offer shall be kept valid for a period of 120 days from the date of opening.

3.7 EARNEST MONEY DEPOSITS (EMD)

- 3.7.1** The tender must be accompanied by a sum of Rs.89,860/- (Rupees Eighty Nine Thousands Eight Hundred Sixty Only) as earnest money deposited in the form of:
- a. Demand Drafts/Banker Cheque/FDR drawn on any nationalized bank or a Scheduled Bank. Earnest money shall be in favor of "DFCCIL" payable at Ambala.
 - b. Or, in any form mentioned below:
 - i. Government securities at 5% below the market value
 - ii. Deposit receipts or demand drafts of the Nationalized Bank

- iii. A deposit in the Post Office Saving Bank
- iv. National Savings Certificates
- v. Twelve Year National Defence Certificates
- vi. Ten Year Defence Deposits
- vii. National Defence Bonds
- viii. National Savings Certificates,
- ix. Time Deposit Account which came into force on 16.03.1970 and notified under Ministry of Finance, Notification No.F3(7)NS/70, dated 28.02.70
- x. IRFC Bonds

3.7.2 The bids not accompanied by valid EMD shall be summarily rejected.

3.7.3 The Tenderer(s) shall keep the offer open for a minimum period of 120 days from the date of opening of the Tender. It is understood that the tender documents has been sold/issued to the tenderer(s) and the tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited by the DFCCIL.

3.7.4 If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. No interest will be paid by DFCCIL on the above EMD amount. This amount of Security Deposit shall be forfeited if the tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 15 days after receipt of notice issued by DFCCIL that such documents are ready for signatures.

3.7.5 The Earnest Money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tender(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

3.8 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

3.8.1 The tenderer shall quote rates only in the column prescribed for the Rates in the "Schedule of Approximate quantities", which is a part of this document. Rates are inclusive of all running maintenance & repair expenses, fuel, lubricants and any other consumables etc required from time to time, all statutory provisions, all taxes including road tax, duties, incidental charges, charges for inspection certificate, penalties etc. as imposed by Central/State/Local Government bodies for running of vehicles, salary and other benefits admissible to driver. Nothing extra over and above the accepted rates shall be payable, unless otherwise specified separately in the tender document. However, toll tax, state entry tax/octroi tax, **parking charges on tour** will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges. The bid prices shall be in Indian rupees only.

3.8.2 Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General & Special

Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.

3.8.3 Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.

3.8.4 All information in the bid shall be in Hindi or English only. Failure to comply with these requirements will render the bid liable for rejection.

3.9 SIGNATURE OF BIDS & DOCUMENTARY PROOF

The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. Tender(s) shall furnish "BRIEF DETAILS OF THE TENDERER" (Annexure-I).

3.10 PARTNERSHIP DEED

The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. In this regard the GCC Clause No. 4.11 shall follow.

3.11 The tenderer/s whose tender is accepted will be required to appear at the Office of Chief Project Manager; Dedicated Freight Corridor Corporation of India Ltd. Old Railway Colony, Near Anand Market, Ambala cantt. - 133001, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 15 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited.

3.12 In the event of any tenderer/s, whose tender is accepted; refusing to execute the contract documents as herein before provided, DFCCIL may determine that such tenderer/s has/have abandoned the contract and there upon his/their tender and the acceptance there of shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the earnest money.

3.13 SECURITY DEPOSIT

The security deposit shall be levied as per the **clause no 4.13 of the GCC.**

3.14 Tender documents are not transferable.

3.15 Joint venture (JV) firms are not allowed to participate in this tender.

4. SECTION- 4

GENERAL CONDITIONS OF CONTRACT

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 conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The tenderers must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

4.1 DEFINITIONS

Unless excluded by or repugnant to the context:

- 4.1.1** The expression “Department”/ “Client”/ “DFCCIL”/ “Corporation”/Employer/ Railway as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.(DFCCIL) which expression shall also include its legal successors and permitted assigns.
- 4.1.2** “Officer”/ “Officer-in-charge”/ “DFCCIL’s representative” of the work shall mean the DFCCIL’s Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- 4.1.3** The “Contract” shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties including all attachments the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- 4.1.4** The “Contractor/ Tenderer(s)/ Bidder(s)” shall mean the individual or firm or Company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- 4.1.5** The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.
- 4.1.6** The “Contract time” means period specified in the tender document for entire execution of contracted works from the date of notification of award.
- 4.1.7** A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 4.1.8** A “month” shall mean a calendar month.
- 4.1.9** A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- 4.1.10** “Data Sheet” means such part of the Instructions to Tenderer(s) used to reflect

specific assignment conditions.

- 4.1.11 "Day" means calendar day.
- 4.1.12 "Government" means the Government of India.
- 4.1.13 "Personnel" means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;
- 4.1.14 "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- 4.1.15 "Proposal" means the Technical Proposal and the Financial Proposal.
- 4.1.16 "Services" means the work to be performed by the Tenderer(s) pursuant to the Contract.
- 4.1.17 "Terms of Reference" (TOR) means the document included in the Tender which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Tenderer(s), and expected results and deliverables of the assignment.
- 4.1.18 "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- 4.1.19 "Excepted Risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- 4.1.20 "GCC" mean the General Conditions of Contract.
- 4.1.21 "Letter of Acceptance" means the formal acceptance letter from the DFCCIL of the Tender.
- 4.1.22 "Local currency" means the currency of Government of India.

4.2 GENERAL INFORMATION

- 4.2.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.
- 4.2.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).
- 4.2.3 Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).
- 4.2.4 The Client requires that Tenderer(s) provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 4.2.5 A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.

4.2.6 It is the DFCC's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:

- a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - 1) "**Corrupt practice**" means the offering, giving, receiving, or soliciting, directly Or indirectly, of anything of value to influence the action of a public official In the selection process or in contract execution;
 - 2) "**Fraudulent practice**" means a misrepresentation or omission of facts in Order to influence a selection process or the execution of a contract;
 - 3) "**Collusive practices**" means a scheme or arrangement between two or More Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - 4) "**Coercive practices**" means harming or threatening to harm, directly or Indirectly, persons or their property to influence their participation in a Procurement process, or affect the execution of a contract.
- b) will reject a proposal for award if it determines that the Tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

4.2.7 Tenderer(s), their Sub-Tenderer(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Tenderer(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

4.3 COMMUNICATION AND LANGUAGE OF CONTRACT

4.3.1 Communication to be in writing, communications between Parties will be effective only when in writing, Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed have been given or made when delivered in writing in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party.

4.4 INTERPRETATION

In the contract, except where the context requires otherwise:

- 4.4.1** Words indicating one gender include all genders,
- 4.4.2** Words indicating the singular also include the plural and words indicating the plural also include the singular,
- 4.4.3** "Written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record, and
- 4.4.4** The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

4.5 LANGUAGE OF CONTRACT

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

4.6 ENTIRE AGREEMENT

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

4.7 MODIFICATIONS

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

4.8 CARE IN SUBMISSION OF TENDERS:-

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

4.9 RIGHTS OF THE DFCCIL TO DEAL WITH TENDER: -

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

4.10 OMISSIONS & DISCREPANCIES: -

4.10.1 Should a Tenderer(s) find discrepancies 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 and may get it clarified. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer(s) 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.

4.11 PARTNERSHIP DEED

4.11.1 The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern, the contract shall be guided by following:

Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria

1. The Partnership Firms participating in the tender should be legally valid under the provisions of Indian Partnership Act.
2. Partnership Firms are eligible to quote tenders of any value.
3. The Partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the competent registrar or the partnership deed should

have been notarized prior to date of tender opening, as per Indian Partnership Act.

4. Separate identity/name should be given to the Partnership firm. The partnership firm should have PAN/TAN number in its own name and PAN/TAN number in the name of the any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
5. Once the tender has been submitted, the constitution of firm shall not be allowed to be modified/alterd/terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc, in which case prior permission should be taken from DFCCIL and in any case the minimum eligibility criteria should not get vitiated. The reconstitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of DFCCIL and the tenderer shall have no claims what so ever. Any change in the constitution of Partnership Firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited. If any partner/s withdraw from the firm after opening of the tender and before the award of the tender, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his/her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to this share in the previous firm. In case the tenderer fails to inform DFCCIL beforehand about any such changes/modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of contract conditions, liable for determination of contract under Clause 4.25 of General Condition of Contract.
6. A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
7. The tender form shall be purchased and submitted only in the name of Partnership firm and not in the name of any constituent partner. The EMD shall be submitted only in the name of partnership firm. The EMD submitted in the name of any individual partner or in the name of authorized partner(s) shall not be considered.
8. One or more of the partners of the firm or any other person(s) shall be designated as the authorized person(s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specifically authorizing him/them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise, settle, relinquish any claim(s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said

tender/contract. Such "Power of Attorney" should be notarized/ registered and submitted alongwith tender.

9. A notary certified copy of registered or notarized Partnership deed shall be submitted along with the tender.
10. On award of the contract to the Partnership firm, a single performance guarantee shall be submitted by the firm as per tender conditions. All the guarantees like Performance guarantee, guarantee for Mobilization advance shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
11. On issue of LOA, contract agreement with Partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
12. In case, the contract is awarded to a Partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement:-
 - a) Joint and several liabilities – The partners of the firm to which the contract is awarded, shall be jointly and severally liable to the DFCCIL for execution of the contract in accordance with general and special conditions of the contract. The partners shall also be liable jointly and severally for the loss, damages caused to the DFCCIL/Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - b) Duration of the Partnership deed and Partnership firm agreement – The Partnership deed/Partnership firm agreement shall normally not be modified, altered, terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of DFCCIL, shall constitute a breach of contract liable for determination of contract under clause 4.25 of General Conditions of Contract.
 - c) Governing Laws – The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
 - d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partners and that of the DFCCIL in respect of the tender/contract.
13. The tenderer shall clearly specify that the tender is submitted on behalf of a Partnership concern. The following documents shall be submitted by the Partnership firm, with the tender-
 - a) A copy of registered/notarized partnership deed duly authenticated by notary.

- b) Power of Attorney duly stamped and authenticated by a Notary Public or by a Magistrate from all partners of the firm in favour of one or more of the partner(s) or any other person(s) as detailed in para (8) above.
- c) An undertaking by all the partners of the Partnership firm shall be given that they have not been black listed or debarred by Railways or any other Ministry/Department of the Govt of India/any State Govt from participation in tenders/contract on the date of opening of bids either in their individual capacity or in any firm in which they were/are partners. Concealment/wrong information in regard to above shall make the contract liable for determination under clause 4.25 of General Conditions of Contract. and action will be taken as per clause 4.12.5 (c) of General Conditions of contract.

4.12 PERFORMANCE GUARANTEE (P.G)

- 4.12.1** On acceptance of tender the successful Tenderer(s) shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of "DFCCIL", Ambala. The Performance Guarantee shall be submitted within 15 (Fifteen) days from the date of issue of Letter Of Acceptance (LOA).
- 4.12.2** This guarantee shall be initially valid up to the stipulated date of completion of work plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60days.
- 4.12.3** The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after passing the final bill based on 'No Claim Certificate'.
- 4.12.4** Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work.
- 4.12.5** The DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of :
 - a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the DFCCIL may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by DFCCIL.
 - c) The contract being determined or rescinded, due to failure of contractor; under provision of the Contract Agreement, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

4.13 SECURITY DEPOSIT

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

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

- a) Security Deposit for each work shall be 5% of the contract value
- b) The rate of recovery shall be at the rate of 10% of the bill amount till the full security deposit is recovered,
- c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.

4.13.3 The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after satisfactory completion of the Contract Period.

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

4.14 QUALIFYING CRITERIA:

As per clause 3.4.2 of the Instruction to Tenderers

4.15 AGREEMENT:

4.15.1 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the DFCCIL.

4.16 CHANGES IN ADDRESS:

4.16.1 Any change in the address of the contractor shall be forthwith intimated in writing to the DFCCIL. The DFCCIL will not be responsible for any loss/ inconvenience suffered by the Contractor on account of his failure to comply with this.

4.17 OBLIGATION OF DFCCIL

4.17.1 DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Tenderer(s) and subject to deduction of Tax at source under the Income Tax Act, 1961 etc. or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

4.18 FORCE MAJEURE

4.18.1 The Obligations of DFCCIL and the Tenderer(s) shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure and in such situation the contract can also be terminated on mutual consent.

4.19 INDEMNITY

4.19.1 The Tenderer(s) shall indemnify and hold harmless to DFCCIL and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the

Tenderer(s) or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff.

4.20 LAWS AND REGULATIONS:

4.20.1 Governing Law: This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.

4.20.2 Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the CPM, DFCCIL, Ambala; shall be the final and binding.

4.21 INCOME TAX

4.21.1 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.

4.22 SERVICE TAX

4.22.1 The 40% of the Service Tax, as applicable on gross value of each running account bill/Final bill shall be paid directly by DFCCIL. Remaining 60% of the Service Tax as applicable on gross value of each running account bill/Final bill in this contract will be paid by Contractor as per prevailing law and shall be reimbursed by DFCCIL after the contractor submits the documentary proof of having deposited the same. Any modification in Service tax provision in future by Government will be binding on the contractor with immediate effect.

4.23 PERMITS, FEES, TAXES & ROYALTIES

4.23.1 Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes Govt except service tax (except as specified in clause 4.22.1 above). The DFCCIL authorities will not take any responsibility of refund of such taxes/fees unless otherwise specified in the tender. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

4.24 STATUTORY INCREASE IN DUTIES, TAXES ETC

4.24.1 All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the tender. The tender shall be inclusive of all taxes levies, octroi etc. Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/Tendering contractor should bear the above fact in mind.

4.25 DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR

4.25.1 If the Contractor should

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement with of assignment 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 purposes 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 conditions of this contract, 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 take steps to employ competent or sufficient staff and labour as required, or
- (x) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under the tender conditions, or
- (xi) 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/Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this DFCCIL/Railway.
- (xii) **(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 employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired engineer of the gazette rank or any other retired gazette officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in any Department of the DFCCIL/Railways for the time being owned and administered by the President of India 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 President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

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

- (a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
- (b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
- (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or
- (d) Being in incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
- (e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor, and or company as the case may be or to seek employment under the contractor, and after expiry of 48 hours notice a final termination notice should be issued.

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 and adopt the following courses:

To measure up or the whole or part of the work from which the contractor has been removed and get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final.

4.26 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT

4.26.1 The DFCCIL shall be entitled to determinate the contract, at any time, should, in the DFCCIL opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the DFCCIL of such termination and reasons therefore, shall be conclusive evidence thereof. In case of determination of contract on DFCCIL account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/ vouchers etc., to the satisfaction of DFCCIL. The

decision of the DFCCIL on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

4.27 LABOUR RULES

4.27.1 The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central/State Government as applicable. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare, EPF, ESI, Bonus and Gratuity etc to employees/labour.

4.28 COMPLIANCE OF VARIOUS ACTS:

4.28.1 The contractor shall ensure strict compliance of Payment of Wages Act 1936, Employment of Children Act 1938, Untouchability (Offences) Act 1955, Workmen's Compensation Act 1923, Relevant Central / State Labour Laws, Employees State Insurance Act 1948, Labour acts and Employees Provident Fund Act 1952 along with any Statutory Modifications there of or rules clarifications or otherwise and all the provisions as amended from time to time and DFCCIL shall stand indemnified from and against any claims/penalty under the afore said act.

4.29 CHILD LABOUR (PROHIBITION AND REGULATION) ACT- 1986.

4.29.1 The employment of any person less than fourteen years (14 years) of age shall be prohibited from Railway's works. The contractor shall be responsible for confirming to the provisions of the act and DFCCIL shall stand indemnified from and against any claims/penalty under the aforesaid act. **Please note that** this clause will not be applicable for drivers, for which age criteria as per the prevalent rules/ law of land has to be adhered.

4.30 SETTLEMENT OF DISPUTES

4.30.1 All disputes or differences of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof, whether during the currency of contract or after their completion, whether before or after determination of contract shall be settled as under:

4.30.2 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Tenderer (s) 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.

4.31 CONCILIATION/ARBITRATION

Demand for Arbitration

4.31.1

- (i) **Demand for Arbitration:-**In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the DFCCIL of any certificate to which the contractor may claim to be entitled to, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

- (ii) 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.
 - (a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the DFCCIL.
 - (b) 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.
 - (c) 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.
 - (d) The place of arbitration would be Ambala/New Delhi
- (iii) 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.
- (iv) 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.

4.31.2 Obligation During Pendency of Arbitration – Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the DFCCIL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

4.31.3 (a)

- (i) For value of claims upto 1.5 crore a sole arbitrator shall be appointed out of a panel of arbitrators. For claims above Rs.1.5 crore, the arbitral tribunal will comprise three Members, one each to be appointed by DFCCIL and the contractor. The Third member, who will also act as the presiding member, will be appointed by mutual consent of the first two members. If these two members fail to reach an agreement on the third member then, on request by either or both parties, appointment will be made by the Managing Director/DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitrator is received by MD/DFCCIL.
- (ii) The Arbitral Tribunal shall consist of a Panel of three officials, as the arbitrators. For this purpose, the DFCCIL will send a panel of more than 3 names of

DFCCIL/Railway officers which may also include the name(s) of Officer(s) empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD. Contractor will be asked to suggest to MD at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway /DFCCIL. The MD shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. MD shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department.

- (iii) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD fails to act without undue delay, the MD shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).
 - (iv) 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 day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
 - (v) While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway/ DFCCIL servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- (b)**
- (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 there from.
 - (ii) 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.
 - (iii) 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.

- 4.31.4** 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.
- 4.31.5** 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.
- 4.31.6** 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 the DFCCIL from time to time and the fee shall be borne equally by both the parties.
- 4.31.7** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.

5. SECTION- 5

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

5.1 INTRODUCTION:-

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

5.2 DETAILED SCOPE OF WORK

5.2.1 The contractor will be required to provide stipulated quantities of specified field vehicles for stipulated time duration in perfect condition with drivers to DFCCIL on hiring basis. (As per SECTION –6).

5.2.2 Vehicles for the use of DFCCIL officials will be based / headquartered at place mentioned in SECTION-6.

5.2.3 Duration of the contract may be extended further on same rates, terms & conditions if so decided by DFCCIL on mutually agreed terms and condition.

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

5.2.5 The normal area of duty of the vehicle will cover the entire States of Punjab, Himachal Pradesh, Haryana, UP, Uttarakhand, Rajasthan, J&K Chandigarh and Delhi NCR.

5.2.6 Vehicle shall be required for all days including Saturdays and holidays. Maintenance rest will be provided on all Sundays or any weekday as suitable to employer if the vehicle is used on Sunday due to some work. Thus there will be an average 4 rests per month. **The vehicle will solely be available for DFCCIL duty. It can be called at any time round the clock.**

5.2.7 Vehicles will normally be required from 0900 to 2100 Hrs i.e. 12 working hours per day. Timing and working hours in a day may vary. Accumulation of working hours shall be on monthly basis, which shall be 312 working hours for a month. In case, vehicle is used for more than 312 hours in a month, overtime at the accepted rate for additional hour or part thereof is payable.

5.2.8 Vehicle shall have to report at mentioned place and time. Any delay in reporting will be considered as absence for the day. Nominated place may be changed as and when required.

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

5.2.10 Contractor/ driver shall have to maintain log book in approved performa by official in charge which shall have to be filled daily and presented to DFCCIL's authorised representative for signature. (Timing and kilometre reading shall be noted every day at the time of reporting at nominated place and release from same place.)

5.2.11 DFCCIL may provide open parking space but parking shall be purely at Contractor's

risk and only vehicle deployed under this contract shall be allowed to be parked there.

- 5.2.12** Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.
- 5.2.13** All other charges of Central Government/State Government or any other authorities, if any are to be included by the tenderer in his quoted rates.
- 5.2.14** During the currency of contract, vehicle cannot be used for any other purpose except for DFCCIL.

5.3 VEHICLES

- 5.3.1** Vehicles provided will run to next 1 year so vehicle shall be registered not more than three year from date of Opening of tender and shall use diesel / petrol only as fuel with proper entries in RC book. If any vehicle provided to DFCCIL is found to be using any other fuel except the one declared, the Contract shall be liable to be terminated forthwith and further action under the terms and conditions of the contract.
- 5.3.2** The vehicles shall strictly comply with the provisions of pollution control, statutory regulation issued by State Transport Authorities/ Central Govt./other authorities etc. from time to time. Contractor shall ensure that the vehicles must have all relevant documents like Registration Certificate/Driving license/Insurance Cover/Road Tax Receipt /Permit, Pollution certificate etc. Driver shall be able to produce the documents as and when requisitioned from him. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Contractor/agency.
- 5.3.3** No change of vehicle(s) will be allowed normally without the prior permission of DFCCIL. In case of non-availability of the regularly arranged vehicles, the contractor may provide another vehicle, even owned by others, of class same or higher, with prior permission of DFCCIL official, which DFCCIL official in its absolute discretion may or may not grant.
- 5.3.4** All the Vehicle(s) shall always carry first aid box and mandatory spares vis. Tool box/Kit, Fuses, Spark plugs, fan belts, fire extinguisher, spare tyre etc.
- 5.3.5** Vehicle provided shall be maintained in a very good working condition and at any point of time should have sufficient quantity of fuel.
- 5.3.6** All kinds of repairs/maintenance costs, charges of fuels, oil, lubricant, mobile phone charges, fee towards licenses/registration taxes, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration.
- 5.3.7** If the vehicle does not report at the requisitioned time or is not found in good condition, the vehicle may be rejected and sent back. Besides, receiving no payment for such rejected vehicles(s), the contractor/agency will become liable for action under terms and conditions of the contract. DFCCIL will be entitled to hire any vehicle on that day for use and amount thus incurred shall be recovered from the bills of the contractor.
- 5.3.8** In case of breakdown of the vehicle, the contractor shall provide the replacement (of same class) within a reasonable time failing which the touring executive(s) will be entitled to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.

- 5.3.9** Good quality seat covers and curtains shall be provided and the same will be regularly cleaned by the contractor at his own cost. Vehicle will be kept properly cleaned daily.
- 5.3.10** Vehicle shall be used on any type of road i.e. Kachha / Pucca including along the railway track as per direction of official using the vehicle.
- 5.3.11** If a vehicle is out of order or under schedule maintenance, an alternative vehicle with same or superior class should be made available. The entry for such a vehicle shall be made in the log book maintained by driver which shall be duly signed by the user /officials.

5.4 DRIVERS

- 5.4.1** Drivers deployed by the contractor shall be skilled, uniformed, well behaved, holding valid driving license and capable of undertaking minor repairs of vehicles. Drivers shall have the adequate knowledge of routes in the district of Punjab, Himanchal Pradesh, Haryana, UP, Uttarakhand, Rajasthan, J&K Chandigarh and Delhi NCR. All the paper for vehicle like registration papers, insurance papers, certificate towards payment of road tax etc. shall be readily available with driver.
- 5.4.2** The contractor shall provide mobile phone in perfect working condition to drivers of the vehicles. No separate payment shall be made by DFCCIL for the mobile phones. Contractor should also give all information and photo identity of the driver containing his address details etc. along with the character certificate of driver duly signed by proper authority.
- 5.4.3** The contractor/service provider shall ensure himself about the antecedents of the driver deployed for duty. The contractor shall be completely responsible for safe running of vehicle.
- 5.4.4** The Drivers shall abide by the rules laid down by Transport Authority/ Motor Licensing Authority or any Authority relevant to the subject and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of the passengers. Any challan/penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it will be met by the Contractor/service provider.
- 5.4.5** The drivers must also observe all the etiquette, protocol and extend usual courtesy (like carrying office bags/files to the concerned chambers, etc.) while performing the duty. They must be neatly dressed and must carry a photo identity card provided by the Contractor/service provider.
- 5.4.6** The contractor shall ensure that the Driver deployed for performing the duties shall not be in drunken or intoxicated state. If Driver is found in drunken or intoxicated state, he will be treated as absent from duty and he will be summarily removed from this job. Decision of DFCCIL in this respect shall be final and binding on the contractor.
- 5.4.7** No change of driver(s) will be allowed normally without the prior permission of DFCCIL. In case the Contractor wish to replace Driver with another Driver, approval for the same shall be taken in advance.
- 5.4.8** The Contractor/service provider shall be responsible for complying with legal and labour provisions prescribed by Government of India which shall include Income Tax, Accidents, ESI, P F, Contract Labour and Abolition Act etc.
- 5.4.9** Punctuality in attendance and disciplined behavior is of utmost importance for the

driver. In case driver is not found to the satisfaction of DFCC officials/officers the same shall be changed by the contractor failing which a driver from the market would be arranged by the DFCC and double the salary at Commissioner rate of Ambala shall be charged from the contractor.

5.4.10 DFCCIL will not provide any accommodation to driver. Contractor/ driver himself shall arrange Boarding/Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.

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

5.5 PAYMENT AND REIMBURSALS

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

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

5.5.3 The contractor/ agency shall submit bills, in duplicate, to the DY. CPM/DFCCIL/Ambala office along with the log book for the period. Bills having cutting and over-writing shall not be entertained unless authenticated by the user.

5.5.4 TDS & other taxes as applicable shall be deducted from the bills of the contractor/ agency.

5.5.5 Rates are inclusive of all running maintenance & repair expenses, fuel ,lubricants and any other consumables etc required from time to time, all statutory provisions, all taxes including road tax, duties, incidental charges, charges for inspection certificate, penalties etc. as imposed by Central/State/Local Government bodies for running of vehicles, salary and other benefits admissible to driver. Nothing extra over and above the accepted rates shall be payable, unless otherwise specified separately in the tender document. However, toll tax, state entry tax/Octoroi tax, parking charges on tour will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.

5.5.6 For kilometers in excess of kilometers inclusive in item no.A-1a and A-1b i.e. for payment under item no. B1 & B2 payable kilometers will be worked out after averaging the actual kilometer run over a period of 3 months (average of total kilometer run by all vehicles in this tender in three months period). Total kilometer run in three months in excess of inclusive kilometers for three months will only be considered for payment.

5.5.7 Distance travelled by vehicle from garage to reporting/nominated place of duty &

back will not be counted towards the payment. Similarly, No mileage will be claimed for drivers' lunch / breakfast or drawl of petrol / diesel etc.

5.5.8 One hour is of 60 minutes for the purpose of payment and a fraction up to 30 minutes shall not be taken in to account and more than 30 minutes shall be considered as an hour.

5.5.9 In case of exigencies and emergencies, the vehicle can be called on Sundays also. For each such Sunday working a compensatory rest will be given.

5.5.10 Rate offered will be increased or decreased by Rs. 300 /-per month for initial assured mileage per month (on prorata basis for actual run during the month) & by Rs. 0.10 per km for each km beyond prescribed limit for every increase / decrease of Rs. 1.00 per liter in the prices of ordinary diesel, after the stipulated date of submission of offer.

5.5.11 In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle, payment of Rs.400/- will be paid per night per outstation duty inclusive of night charges. However, the extra hours payment under item no. 3 of schedule will be made only up to the time when the vehicle is in use before the driver is permitted to take rest. In case of dispute in calculation, DFCCIL's decision shall be final.

5.6 QUANTITY VARIATION:-

The variation in quantities shall be as per the instructions issued by DFCCIL, and shall be binding on the contractor.

5.7 NON-PERFORMANCE OF THE CONTRACT CONDITIONS-PENALTY

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

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

5.7.2 Apart from above in case of non provision of vehicle on any day DFCCIL will be entitled to hire any vehicle on that day for use and amount thus incurred shall be recovered from the bills of the contractor.

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

5.7.4 On recurrence of any of above instances, DFCCIL shall also be at liberty to take action against the Contractor as it may deem fit, which besides invoking either

whole or part of the Contract Performance Guarantee, may even be termination of the contract as per contract conditions.

5.8 METER TEMPERING

- 5.8.1** Speedo meter and kilometer recorder shall be maintained to high standard/accuracy. Any defect noticed shall be rectified immediately. DFCCIL reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering/manipulation of meter reading and misbehavior of driver shall be viewed seriously. A penalty equal to one month hiring charges for the particular vehicle shall be imposed for meter tempering on each occasion. In case of repeat of tempering, DFCCIL may even decide to terminate the contract and forfeiture of security deposit.
- 5.8.2** In the event of any error/fault in the meter being noticed, DFCCIL reserves the right to adjust the bill for the journey undertaken (including those undertaken earlier) besides any other penal action. kilometers verified by official using the vehicle shall be final and binding.

5.9 VEHICLE INSURANCE / STATUTORY REQUIREMENTS

- 5.9.1** The vehicles provided to DFCCIL must be fully and comprehensively insured covering the risk to the driver and all passengers also. The insurance shall protect the contractor and DFCCIL against all risk, claims for loss, injuries, disability, disease and death of members of public including DFCCIL men, and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such vehicles.
- 5.9.2** Contractor is required to comply to all statutory obligations viz. Industrial Dispute Act, Workmen's Compensation Act, etc. shall be the obligation of the contractor and the contractor shall indemnify and shall always keep DFCCIL indemnified against any liability falling on DFCCIL due to non-compliance of statutory obligations by the contractor or any of its agents/servants/drivers or for any reason whatsoever. The contractor/ agency will be responsible for the conduct of their staff.
- 5.9.3** The contractor shall at all times indemnify the DFCCIL administration against all claims which may arise due to accident or otherwise or due to breach of the terms and conditions mentioned herein and/ owing to any sort of act of commissions on the part of the contractor during the currency of this contract.
- 5.9.4** The contractor agrees to indemnify 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 due or payable to the contractor for the amount of compensation thus payable under the terms of Section- 12 of the said Act together with all or any cost incurred by the DFCCIL administration in such connection and the contractor further agrees that the decision of the DFCCIL with respect to the amount of such indemnity shall be accepted by him finally.
- 5.9.5** DFCCIL in no case is responsible for any legal matter arising of any State/Central Government laws in matter of employment of the driver by owner of the vehicle or

in respect of any other matter.

5.9.6 DEFENCE OF SUITS

If any action in court is brought by a third party against DFCCIL or an officer or agent of the DFCCIL for the failure or neglect on the part of the Contractor to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents/representatives or his sub-contractors, drivers or employees, the contractor/agency shall in all such cases be responsible and indemnify and keep DFCCIL and/or its representative harmless from all losses, damages, expenses or decrees arising out of such action.

6. SECTION- 6

SCHEDULE OF QUNATITIES/ RATE SHEET

| Sr.No. | Description of Work | Unit | Qty | Rate (Rs.) | Amount (Rs.) |
|----------|--|-------|-------|---------------|------------------|
| A | Hire Charges for Diesel driven Vehicles | | | | |
| 1 | Monthly Hire charges for providing Eight No SUV vehicles, (not More than Three Years old on the date of opening of tender) ; on monthly rental basis including cost of Driver, Diesel and all maintenance & Repair of Vehicle etc. for movement of Officers / Staff from Guest House to Offices, Various work sites & offices and back and for any other purpose as may be decided by the concerned Officer/Staff for 12 hours a day and up to 3000 Kms & 312 hours per month. The rates should be inclusive of all taxes, duties, insurance etc (Including Comprehensive Insurance covering all passengers as mentioned in RC), complete as required for running of vehicle on contract as a complete service and as per the instructions of Engineer-in-charge. | | | | |
| a | SUV A.C. Vehicle (make- Innova AND/OR equivalent as directed by the Engineer In-charge) | Month | 24 | 39997.5 | 959940 |
| b | NON A.C. Vehicle (make- Bolero/ Scorpio/Tata Sumo AND /OR equivalent as directed by the Engineer In- charge) | Month | 72 | 38088.0 | 2742336 |
| | Sub Total (A) | | | | 3702276.0 |
| B | Extra Charge for Running of Vehicle | | | | |
| 1 | Extra Charge for Running of Vehicle per Km over Item no A (1-a) above | Km | 24000 | 8.04 | 192960.0 |
| 2 | Extra Charge for Running of Vehicle per Km over Item no A (1-b) above | Km | 72000 | 7.03 | 506160.0 |
| 3 | Rent of additional hours for vehicle to be hired under item no A (1 a & b) above | Hours | 2880 | 10.05 | 28944.0 |
| | Sub Total (B) | | | | 728064.0 |
| | TOTAL (A+B) | | | | 4430340.0 |
| | Rate Quoted in % Above/Below/At Par in Figure | | | | |
| | Rate Quoted in % Above/Below/At Par in Words | | | | |

| | | | | | |
|----------|---|-----------|----|-----|----------------|
| | | | | | |
| | Total Quoted Amount | | | | |
| | | | | | |
| C | Fixed Component of Charges which shall be reimbursed as per actual | | | | |
| 1 | Extra For Stay of Driver outside the designated station of Duty. | Per Night | 96 | 400 | 38400.0 |
| 2 | reimbursement for Toll Charges | LS | | | 24000.0 |
| | Sub Total (C) | | | | 62400.0 |

Note:

1. The above rates are inclusive of all taxes. However, service tax(as per clause 4.22.1), toll tax and parking charges will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.
2. The tenderer is required to quote a single flat percentage above or below (in both words & figures) the rates given in schedule. This flat percentage will be applicable for all the items in schedule. In case of discrepancy, rate quoted in words shall prevail. Tenderer should write above / below or at par or strike through whichever is not applicable. Offer with incomplete / ambiguous rates will not be considered.
3. The above mentioned vehicles to be hired, will be headquartered at Ambala or any DFCCIL station / yard within the jurisdiction of CPM Ambala.

Declaration by the tenderer

(1) I/We am/are signing this document after carefully reading the contents.

(2) I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

Signature of tenderer/s
Address:

ANNEXURE - I

| TENDERER(S)'S GENERAL INFORMATION | | PROOF ATTACHED AT PAGE |
|---|--|-------------------------------|
| 1. Name of firm. | | |
| 2. Full name of Contractor/s: | | |
| 3. Year of Establishment. | | |
| 4. Registered Head Office :- Address: - | | |
| 5. Operation Address if different from above: | | |
| 6. Branch Office in India: | | |
| 7. Constitution of firm give full details including name of Partners/Executive/s power of Attorney holders etc. | | |
| 5. Particulars of Registration with Government Semi-Government Organization, Public sector under-Taking and local bodies etc. | | |
| 6. Bank A/C No of Firm with RTGS code for electronic clearance of the payment | | |
| 7. Telephone Number | | |
| 8. E-mail address & Web Site | | |
| 9. Telefax Number | | |
| 10. ISO Certification, if any {If yes, please furnish details} | | |
| 11. Pan No: | | |
| 12. PF / EPF Registration No: | | |
| 13. Service Tax Registration No: | | |
| 1. The information furnished above shall be supported by authentic documents including registration number of the firm. 2. The copies of documents submitted shall be duly attested by a Gazetted officer. | | |
| Signature of the Tenderer/s: - | | |

ANNEXURE - II

Details of Vehicles owned/ Undertaking given

| SN | Registration No. | Make | Model | Owned or under taking |
|----|------------------|------|-------|-----------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

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

Signature of tenderer/s

ANNEXURE - III

Self Certificate

- a. I/We have downloaded the tender form from the internet site www.dfcc.in and www.dfccil.org. and I/we have not tampered/ modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.
- b. I/we are submitting a demand draft No..... datedissued by for Rs. towards the cost of tender form.
- c. I/We certified that I/we am/are not black listed or debarred by DFCCIL or Railways or any other Ministry/Department of the Government of India/State Government from participation in tenders/contract on the date of opening of tenders/Tenders.

Signature of the Tenderer/s:

ANNEXURE - IV

**DRAFT FORM OF IRREVOCABLE GUARANTEE BOND FOR PERFORMANCE
GUARANTEE (PG).**

(The Bank Gaurantee(BGs) to be submitted by the suppliers/ contractors should be sent directly to “Office of Chief Project Manager; Dedicated Freight Corridor Corporation of India Ltd. Old railway Colony, Near Anand market- Ambala cantt. 133001” by the issuing Bank under Registered Post A. D.).

To

The Dy. Chief Project Manager;
Dedicated Freight Corridor Corporation of India Ltd.
Old Railway Colony, Near Anand Market -Ambala Cantt.- 133001

In consideration of the Chief Project Manager; DFCCIL (hereinafter called “ DFCCIL”) having agreed to accept from..... hereinafter called “the said Contractor/s”), under the terms and conditions of an Agreement/ Acceptance letter dated... ..made between.....and.....(hereinafter called “the said Agreement”)the Performance Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs.....Rupees.....only).We,..... (indicate the name of the Bank hereinafter referred to as “the Bank”) at the request ofcontractor/s do hereby under take to pay the Government an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by Government by reason of any breach by said Contractor(s) of any of the terms or conditions contained inthe said Agreement.

1. We.....indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the DFCCIL stating that the amount claimed is by way of loss or damage caused to or suffered by the DFCCIL by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

2. We undertake to pay to the DFCCIL any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/ supplier(s) shall have noagainst us for making such payment.

3. We,(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/ Warrantee Period, and it shall continue to be enforceable till dues of the DFCCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or tilloffice/Department/ DFCCIL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the we shall discharge from all liability under this guarantee thereafter.

4. We,(indicate name of the Bank) further agree with the DFCCIL that the DFCCIL shall have the fullest liberty without our consent and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the DFCCIL against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the DFCCIL or indulgence by the DFCCIL to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/ Supplier(s).

6. We,(indicate the name of Bank)undertake not to revoke this guarantee during its currency except with the previous consent of the DFCCIL in writing.

Dated thisday of.....2014

For.

(Indicate the name of the Bank)

ANNEXURE - V

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

THIS AGREEMENT made on _____ day of _____ (Month/year) between DFCCIL, acting through Chief Project Manager,

**Dedicated Freight Corridor Corporation of India Ltd.
Old railway Colony,
Near Anand Market -Ambala Cantt - 133001**

(herein after called the "DFCCIL")of the one part and (Name / address of the contractor) (herein after called the contractor) of the other part.

WHEREAS the DFCCIL is desirous that certain works should be executed by the Contractor viz. Contract No. _____ (hereinafter called "the works", and has accepted a Bid 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) Notice Inviting Tender
 - c) Instructions to the Tenderers
 - d) Conditions of the Contract
 - e) Schedule of approximate quantity
3. In consideration of the payments to be made by the DFCCIL to the contractor as hereinafter mentioned, the contractor hereby covenants with the DFCCIL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The DFCCIL hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the authorized signatory)

(Name, Designation and address of the authorised signatory)

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

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

Witness:

Witness:

- (i)
- 1.

- 1.
- 2.

Name and address of the witnesses to be indicated.

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL

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

1.....

2.....

3.....

ANDSOON.....

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

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

ANNEXURE -VII

Details of works completed in last three financial years including current financial year

| S. No | Name of Work | Acceptance letter no | Date of Acceptance letter | Organization for whom work is being done | Final Cost of Work | Date of commencement of Work | Date of Actul compl etion of Work | Certificate /Cred ential avaia ble at Page No | Remr ks |
|-------|--------------|----------------------|---------------------------|--|--------------------|------------------------------|-----------------------------------|---|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

NOTE:-

The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out.

The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be duly attested by a gazetted officer

ANNEXURE -VIII

Details of works under progress in last three financial years including current financial year

| S. No | Name of Work | Acceptance letter no | Date Of Acceptance letter | Orgai zation for whom work is being done | Final Cost of Work | Date of cmme nce ment of Work | Date of Actul comp letion of Work | Certi ficat e /Crd ential avaia ble at Page | Rema rks |
|-------|--------------|----------------------|---------------------------|--|--------------------|-------------------------------|-----------------------------------|---|----------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
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| | | | | | | | | | |
| | | | | | | | | | |

NOTE:-

The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out.

The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be duly attested by a gazetted officer.