

Dedicated Freight Corridor Corporation of India Ltd.

Name of Work: - Hiring of 07 (Seven) Nos. Vehicles four wheeler Diesel driven for the official use of DFCCIL/ Jaipur unit.

SINGLE PACKET OPEN E-TENDER

No: JP/EN/Veh. Tender/218/2018

TENDER DOCUMENT

NOT TRANSFERABLE

**Dedicated Freight Corridor Corporation of India Ltd.
C-16, Khushi Vihar, Patrakar Colony,
Mansarovar, Jaipur - 302020**

CHECK LIST

CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S)S BEFORE SUBMITTING THEIR TENDERS. THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPLIED BEFORE SEALING THE TENDER DOCUMENT:-		
S N	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 has been given at Section 2 Para 2.2, and Envelope has been addressed accordingly.	
4	Tenderer's General information filled up in Annexure -I <u>with attached documents/proof page marked/indicated.</u>	
5	All the Annexures from Annexure -I to Annexure -X properly filled up and relevant documents attached and <u>indicated in Annexures, where asked.</u>	
6	Earnest Money Deposit as per NIT/ Clause No. 3.1.4 of Section-3 has been attached.	
7	Company seal should be put.	
8	The tender shall be accompanied with the following: -	
	(i) Copy of Earnest Money Deposit as per NIT/ Clause No. 3.1.4 of Section-3 has been attached.	
	(ii) Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as <u>per Tender Notice.</u>	
	(iii) Partnership deed/ resolution as applicable has been <u>attached.</u>	
	(iv) Power of Attorney as applicable has been attached.	
	(v) Any other relevant documents have been attached.	
9	The tender document shall be sealed in a cover properly. Any loose paper/ documents separately shall not be considered as part of tender offer.	
10	RATES TO BE QUOTED ON RATE SHEET ONLINE ONLY.	

Dedicated Freight Corridor Corporation of India Ltd.
C-16, Khushi Vihar, Patrakar Colony,
Mansarovar, Jaipur - 302020

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Forwarding letter by Tenderer(s)

To,

**Chief Project Manager
DFCCIL, Jaipur.**

Name of Work: - Hiring of 7 (Seven) Nos. Vehicles four wheeler Diesel driven for the official use of DFCCIL/ Jaipur unit

Ref:

I/We..... have read the various conditions of tender attached hereto and hereby agree to a Tenderer by the said conditions. I also agree to keep this tender single packets open tender for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work as set out in the Tender Document. I/We also agree to a Tender by the General Conditions of the Contract and to carry out the work according to the special conditions as laid down by the DFCCIL Administration for the execution of present contract.

1. A sum of **Rs. 1,89,839/- (Rs. One Lakh Eighty Nine Thousand Eight Hundred Thirty Nine only)** has been forwarded as Earnest Money. The value of the Earnest Money shall stand forfeited without prejudice to any other rights or remedies if:
I/We do not execute the contract agreement within 7 days of receipt of notice by the DFCCIL Administration that such documents are ready.

OR

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

OR

After submitting my/our tender, if I/we resale from my/our offer or modify the term and conditions thereof in a manner not acceptable to the DFCCIL.

2. I/We agree to give the Performance Guarantee (PG) in a form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank amounting to 5 % of the contract value to the DFCCIL within 30 days from the date of issue of letter of acceptance and before signing of the agreement
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, 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)

Tenderer(s)/Tenderer(s)'s Address

Signature of Witness

Instructions to bidders for Online bidding

General:- Submission of Online Bids is mandatory for this Notice Inviting Tender. E - Tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL has decided to use the portal (www.tenderwizard.com/DFCCIL) of M/s. ITI, a Government of India Undertaking. Benefits to Suppliers/service providers are outlined on the Home page of the portal.

Instructions:-

1. Online Bidding Methodology:

Online Bid System

2. Broad outline of activities from Bidders perspective:-

- a. Procure a Digital Signing Certificate (DSC)
- b. Register on Electronic Tendering System (ETS)
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on (ETS)
- e. Download Official copy of Tender Documents from ETS.
- f. Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
- g. Bid Submission on ETS: Prepare & arrange all documents/paper for submission of bid online and tender fees & EMD deposit on offline.
- h. Attend Public Online Tender Opening Event (TOE) on ETS.
- i. Post TOE clarification on ETS (Optional). Respond to DFCCIL's post - TOE queries.

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1:- It is advised that all the documents to be submitted (See section 2 & 3 of tender document) are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2:- **While uploading the documents it should be ensured that the file name should be the name of the document itself.**

3. Digital Certificate:

For integrity of data and its authenticity/ non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (refer <http://www.cca.gov.in>).

4. Registration:

The Tender documents can be downloaded from the website: www.tenderwizard.com/DFCCIL and to be submitted in the e - format. Cost of the Tender Documents and Bid Security have to be submitted to DFCCIL's office, Jaipur in the form of Pay Order, Demand Draft, Banker's Cheque & FDR, as per address given in the BID Documents before the schedule date & time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender documents from the website to keep themselves abreast of such amendments before submitting the tender documents.

Intending bidders are requested to register themselves with M/s. ITI through www.tenderwizard.com/DFCCIL for obtaining user - ID, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

5. DFCCIL, has decided to use process of E- Tendering for inviting this tender and thus the physical copy of the tender documents would not be sold/ accepted.**6. To participate in E-tender, it is mandatory for Tenderer (S) to get themselves registered with the Tender Wizard and to have user ID & Password. Payment of registration fee can be done through www.tenderwizard.com/DFCCIL**

Help Desk	
Telephone / Mobile Number	
DFCCIL Contact- 1	Sh. K.K.Thakur
Telephone/Mobile No.	9001823332
E-mail ID	kkthakur@dfcc.co.in
DFCCIL Contact- 2	Sh. Manoj Chaudhary
Telephone/Mobile No.	9602276276
E-mail ID	mkchaudhary@dfcc.co.in
DFCCIL Contact- 3	Sh. S.K. Gupta
Telephone/Mobile No.	9001131300
E-mail ID	skgupta2@dfcc.co.in
DFCCIL Contact- 4	Sh. Jagdish Choudhary
Telephone/Mobile No.	9004934284
E-mail ID	jchoudhary@dfcc.co.in

7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION AS PER BID:-

The bidder shall furnish, as part of his bid document establishing the bidders' eligibility. All these documents should be numbered and should be signed by bidder in each page.

- 7.1 The tenderer shall drop the Original DD of Bid Security (EMD) and Cost of Tender Document have to be submitted in the tender box in DFCCIL office, Jaipur or by post in the form of Pay Order, Demand Draft, Banker's Cheque & FDR as per address given in Bid documents before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. Tender fee and EMD can also be deposited through e-payment. The tender processing fees as per applicable rate payable through the e- payment gateways to ITI limited is Nonrefundable.
- 7.2 Tender documents (s) in original, duly filled in should be signed by bidder or his Authorize representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.
- 7.3 Copy of PAN card.
- 7.4 The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.
- 7.5 In case of proprietorship firm bidder will submit an affidavit, attested by Notary Public that "I am a sole proprietor of the firm _____" in case of _____ proprietorship firm on Non judicial stamp paper of Rs.100.00.
- 7.6 Bidder's profile duly filled in, as per section -3 of tender document.
- 7.7 Power of Attorney
- 7.8 Article of association and memorandum in case of private/public limited company.
- 7.9 Copy of E.P.F. registration.
- 7.10 Copy of ESI Certificate.
- 7.11 Copy of GST registration no.
- 7.12 Certificate for non near relative in DFCCIL.
- 7.13 In case tender fee and EMD are paid through e-payment, then scanned copy of receipt duly indicating UTR number is to be uploaded.

Note:- Any discrepancy found in the downloaded tender document submitted by the bidder compared to uploaded tender document, the tender document uploaded by the DFCCIL will be treated as valid and any changes (found in the tender document submitted by the bidder) at any stage, will be treated as fraud done to the DFCCIL, and will be liable to cancellation of agreement done (if any) & appropriate action will be taken against the bidder.

8.0 Following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.

3. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (DFCCIL should not be responsible for any problem arising out of internet connectivity issues).

Method for submission of bid documents

In this TENDER the bidder has to participate in e-bidding online. Some documents may be submitted physically offline mentioned below:

- 1) Cost of Bid Document
- 2) Bid Security / EMD

Note : The Bidder has to upload the Scanned copy of all above said documents during Online Bid submission also.

9.0 Price schedule

Utmost care may kindly be taken to upload price schedule. Any change in the format of price Schedule file shall render it unfit for bidding. Following steps may be followed

- i) Download price schedule part
- ii) Fill rates in downloaded price schedule
- iii) Save filled copy of downloaded price schedule file in your computer and remember its Name & location for uploading correct file (duly filled in) when required.
- iv) Tenderer(s) should download 'financial_offer.xls' file, quote their rates in the applicable field and save it. Tenderer(S) can upload the filled up financial_offer.xls' file. Name of the downloaded financial_offer.xls' file must not be changed.

10.0 Modification / Withdrawal of bids:

- (i) The Bidder may modify/ withdraw its e-bid after submission prior to the Bid Due Date & time. No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date & time.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

Other instructions

For further instructions, the vendor should visit the portal (www.tenderwizard.com), and login to it and upload documents of bid.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action.

1. SECTION: 1

NOTICE INVITING TENDER (NIT)

1	E-Tender No.	JP/EN/Veh. Tender/218/2018
2	Name of Work	Hiring of 07 (Seven) Nos. Vehicles four wheeler Diesel driven for the official use of DFCCIL/ Jaipur unit
3	Estimated Cost of Work	Rs. 94,91,970/- (Rs. Ninety Four Lakh Ninety One Thousand Nine Hundred Seventy only)
4	Completion Period	24 (Twenty four) months
5	Type of BID	Open E-Tender Single Packet
6	Tender Fee	Rs. 5000/- (Rs. Five Thousand only) + 18 % GST
7	Earnest Money	Rs. 1,89,839/- (Rs. One Lakh Eighty Nine Thousand Eight Hundred Thirty Nine only)
8	Availability of Bid documents from	10.30 Hrs. of 04.05.2018 to 15:00 Hrs. of 04.06.2018
9	Download bid documents up to	15:00 Hrs. of 04.06.2018
10	Last date & time of online receipt of bid	15:00 Hrs. of 04.06.2018
11	Date and time of Online opening of bid	15.30 Hrs. of 04.06.2018
12	Validity of offer	90 days from the date of opening of tender.
13	Address of Communication	Office of the Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd. C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur - 302020. Tel: 0141-3097263, Fax – 0141-3097280. Website: www.dfccil.gov.in

Note-1. Tender documents should be downloaded from the website address www.tenderwizard.com/DFCCIL up to date and time mentioned above. EMD in the form of Demand Draft, Banker's Cheque, Pay Order, FDR and Tender Fee in the form of Demand Draft, Banker's Cheque, Pay Order in favour of **CPM-DFCCIL**, payable at Jaipur issued by any Nationalized/Schedule Bank to be deposited in the tender box kept in DFCCIL unit office, Jaipur or by post or through e-payment as per address/reference given in Bid documents before the schedule date and time of submission of the tender otherwise the Bid will not be considered/shall be summarily rejected.

The tender document are also available on official website of DFCCIL i.e. www.dfccil.gov.in.

2. No tender document will be available offline. Downloading tender documents online and submission of tender online is mandatory for this tender.
3. Any further addendum/Corrigendum for this tender will be posted in DFCCIL tendering portal website www.tenderwizard.com/DFCCIL only. Interested bidders are advised to check website regularly for any Addendum/ Corrigendum.

Chief Project Manager
DFCCIL, Jaipur

2. SECTION: 2**Invitation for Tenders****Dear Sir,**

.....

Chief Project Manager, DFCCIL, Jaipur, for and on behalf of DFCCIL invites, Tenders in Single Packets Open E-Tender system, from the tendering firms for hiring of vehicles.

2.1 SCOPE OF WORK

2.1.1 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 and clause 5.2 of the tender document).

2.2 KEY DETAILS OF THE TENDER ARE AS UNDER-

1	E-Tender No.	JP/EN/Veh. Tender/218/2018
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10	Last date & time of online receipt of bid	15:00 Hrs. of 04.06.2018
11	Date and time of Online opening of bid	15.30 Hrs. of 04.06.2018
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- 2.2.1 The Vehicle service provider has to provide services of Vehicle in the office of The Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited, C-16 , Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur – 302020. Some Vehicles will also be required at various places in Haryana, Rajasthan States under CPM/Jaipur Jurisdiction.
- 2.2.2 The tender fee/EMD as per tender document is to be submitted separately in the tender box kept in DFCCIL Jaipur office or by post or through e-payment.
- 2.2.3 Tender documents should be downloaded from the website address www.tenderwizard.com DFCCIL up to date and time mentioned in the notice inviting E-Tender. Tender documents are also available on the official web site of DFCCIL i.e. www.dfccil.gov.in.

3. SECTION 3**Information and Instructions to Tenderer(s)****3.1 INFORMATION**

- 3.1.1 E-Tender has been invited under 'single packet' system.
- 3.1.2 The tender(s) can download the Bid document online from the website address www.tenderwizard.com/DFCCIL as per the date & timing mentioned in SECTION –I of the bid document.
- 3.1.3 Tender document are also available on the official web site i.e. www.dfccil.gov.in. & CPP portal.
- 3.1.4 The tender fee and EMD as per tender document is to be deposited in the tender box kept in DFCCIL unit office Jaipur, as per address given in Bid document before the schedule date and time of submission of the tender otherwise the Bid will not be considered and shall be summarily rejected.
- Alternatively, tender fee and EMD can also be deposited by RTGS before the last date and time of submission of online bid. In such case, no documents are required to be deposited physically in the tender box. Scanned copy of RTGS receipt, duly indicating UTR number should be uploaded online along with the tender. Details of DFCCIL/Jaipur bank account for making payment by RTGS are as under:

Name	CPM DFCCIL Jaipur
Bank account number	369201010054636
IFSC code	UBIN0536920
Bank Name	Union Bank of India
Bank Branch	Bapu Nagar, Jaipur (Rajasthan)

- 3.1.5 The entire bid document shall be scanned & uploaded online on the website. The hard copy of those pages should be scanned after signed and stamp. Tender document shall be accompanied with the scanned copies of Bid deposit in proper form, document about the status of the firm such as Partnership Deed etc. Power of Attorney; documents in support of the of Tender(s), all documents mentioned in Annexure-I
- 3.1.6 All tender shall be uploaded in accordance with the instruction contained in these documents (hereinafter called as tender document). Non-Compliance with any of the instruction set forth herein above is liable to result in the tender being rejected.
- 3.1.7 A firm shall submit only one offer against the E-Tender. In case, a firm submits more than one Tender, such a firm will be disqualified.
- 3.1.8 In preparing the Proposal, Tenderer(s) are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Tenderer(s) and will result in rejection of the proposal submitted by the Tenderer(s).
- 3.1.9 If the Tenderer(s) deliberately gives/ give wrong information in his / their tender or creates /create circumstances for the acceptance of his/ their tender, the DFCCIL reserves the right to reject such tender at any stage.

- 3.1.10 The proposal shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 3.1.11 While quoting the online rates in bid sheet provided on www.tederwizard.com/DFCCIL Tender(s) are expected to take into account the requirement and conditions of the tender documents.
- 3.1.12 A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the later shall prevail and shall be binding on the Tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also be prepared on the basis of master document kept in the office of tender inviting authority.
- 3.1.13 The Tenderer(s) downloading the documents from internet must keep themselves updated through the website from which the tender document is downloaded regarding corrigenda, if any, to the notice inviting tender or the tender document, which shall be uploaded in the same website and also published in newspapers. The offers received without such corrigenda published shall be liable to be rejected.
- 3.1.14 Any willful changes/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/ award of tender or after award of work and the same may result in penal action including banning of further business with the defaulting Tenderer(s). In addition, the Tenderer(s) are liable to be prosecuted for the same as per law.
- 3.1.15 The Tenderer(s) whether a sole proprietor, a limited company or a partnership firm, if they want to act through agent or individual partner/partners should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public, or by Magistrate in favour of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

3.1.16 Priorities of Documents:

The several documents forming the contract are to be taken as mutually explanatory of one another. If any inconsistency of discrepancy is found in the documents, DFCCIL shall issue any necessary clarification or instruction. For the purpose of interpretation, the priority of documents shall be accordance with the following sequence:

- a) The letter of acceptance
- b) The contract agreement (if completed)
- c) The notice inviting tender / instructions of Tenderers
- d) Special condition of Contract
- e) General conditions of Contract
- f) Bill of Quantities

3.2 SUBMISSION OF TENDER

- 3.2.1 All Tenders shall be submitted online
- 3.2.2 Venue of submission of tender: - No tender will be accepted/received offline or in any office.
- 3.2.3 The mandatory seal & signed of all pages should be submitted online not later than date and timings mentioned as in NIT in SECTION-1 of the tender document.
- 3.2.4 The box kept for depositing Tender fee & EMD in DFCCIL Jaipur office, will be sealed on the last date and time of receipt of bid mentioned in the NIT of the tender document.
- 3.2.5 Any tender and Tender fee & EMD received late are liable to be rejected summarily.

3.3 TENDER OPENING

- 3.3.1 Date and Time of online opening of the tender: - As indicated in the NIT in Section-1 of tender document.
- 3.3.2 The Tenders submitted/received after the time and date fixed for receipt of Tenders as set out in the documents are liable to be rejected.
- 3.3.3 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever.
- 3.3.4 If the date of opening is declared as holiday then the tender shall be accepted upto 15.00 hrs of the next working day and the same will be opened at 15.30 hrs on the same day i.e, next working day.
- 3.3.5 On the date specified in the tender notice, the rates of all tenders(s) will be available online.

3.4 GENERAL INFORMATION

- 3.4.1 Tender document is non-transferable. Tenders received from Tenderer(s) in whose name Tender Document has been issued shall only be considered.
- 3.4.2 No extension in the Tender Due Date shall be considered on account of internet speed or any technical fault.
- 3.4.3 Issuance of Tender documents will not automatically mean that such parties are considered qualified.
- 3.4.4 The agency will be awarded initially work for period specified vide clause 2.2 of tender document.
- 3.4.5 DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.

3.5 VALIDITY OF PROPOSAL

- 3.5.1 The Tenderer(s) shall keep their offer open for a minimum period of 90 days from the date of opening of the Tender, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the Tenderer(s) liable for forfeiture of his Earnest Money deposit. The Tenderer(s) cannot withdraw their offer within the period of validity / extended validity.

3.6 TENDER FEE

- 3.6.1 Cost of tender fee as per clause 2.2 of the tender document is to be submitted in the form of Banker's Cheque / Demand Drafts from any Nationalized Bank or a Scheduled Bank in favour of CPM - DFCCIL payable at Jaipur to be deposited in the tender box kept in DFCCIL office or by post, as per address given in Bid documents, before the scheduled date and time of submission of the tender. Scanned copy of the same should be uploaded online as specified in Section-3 para 3.1.5 and 3.1.6 of the tender document. Alternatively, Tender Fee can also be deposited by e-payment. Tender fee is non-refundable.
- 3.6.2 Offers without valid tender fee before the scheduled date and time of submission of the tender will be summarily rejected.
- 3.6.3 Tender processing fee as per applicable rates to ITI Ltd., payable through the e-payment gateways is non-refundable.
- 3.6.4 All Micro and Small Enterprises (MSEs) who are having UdyogAdhar Memorandum shall be given all benefits towards Tender Fee and Earnest Money (EMD) in terms of Railway Board Letter No.2010/RS/(G)/363/1 dated 31.03.2016.

3.7 EARNEST MONEY

- 3.7.1 The tenders will not be entertained without sum specified in clause 2.2 of the tender document as Earnest Money (EMD) in the form of Fixed Deposit receipt, Term Deposit receipts, Pay Orders, Demand Drafts, Banker's Cheque of Nationalized/Scheduled banks of India approved by RBI. Earnest Money shall be in favour of CPM - DFCCIL payable at Jaipur and duly dis-charged after affixing the revenue stamp on reverse side of the receipt and duly signed on it, and deposited in the tender box kept in DFCCIL office or by post, as per address given in bid documents before the scheduled date and time of submission of the tender. Alternatively, EMD can also be deposited by e-payment. Scanned copy of the same should be uploaded online as specified in Section-3 para 3.1.5 and 3.1.6 of the tender document.
- 3.7.2 The Tenders without valid Earnest Money (EMD) shall be summarily rejected.
- 3.7.3 Earnest Money shall be forfeited in case of revocation of Tender or increase in rates or change (s) in any terms & conditions after opening of the tender and before the expiry of validity of the Tender.
- 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. This amount of Security Deposit shall be forfeited if the Tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- 3.7.5 The EMD of all unsuccessful Tenderer(s) except that of the successful Tenderer(s) will be discharged/ returned after the award of the contract. The EMD of successful Tenderer(s) will be adjusted against the security deposit amount. No interest will be paid by DFCCIL on the above EMD amount.
- 3.7.6 All Micro and Small Enterprises (MSEs) who are having UdyogAdhar Memorandum shall be given all benefits towards Tender Fee and Earnest Money (EMD) in terms of Railway Board Letter No.2010/RS/(G)/363/1 dated 31.03.2016.

3.8 ELIGIBILITY CRITERIA

- 3.8.1 The tenderer must submit the documents in favour of fulfilling the eligibility criteria. Tenders submitted without these documents shall be summarily rejected.
- 3.8.2 The eligibility criteria has been defined in the para 4.14 (General condition of Contract) of the bid document. Document should be submitted online.

3.9 FIRM DETAILS, SIGNATURE OF TENDERS & DOCUMENTARY PROOF

- 3.9.1 The Tender must contain the full name, designation and complete address of place of business of the person(s) signing the Tender. Tenderer(s) shall furnish "TENDER'S GENERAL INFORMATION" as per (Annexure-I).
- 3.9.2 The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer(s). Any individual or individuals signing the Tender Documents or other documents connected therewith should specify whether he is signing-
 - a) As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or
 - b) As a Partner or Partners of the firm; or
 - c) As a Director, Manager or Secretary in a Limited Company etc.
- 3.9.3 The Tenderer(s)/s whose tender is accepted will be required to appear at the office of the Chief Project Manager, DFCCIL C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur-302020, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the Contract Documents within 7 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.

3.10 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER

- 3.10.1 Tenderer(s)'s have 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.
- 3.10.2 Rates are inclusive of labour, material, all statutory taxes and obligations of Central Govt. and State Govt. / local bodies as applicable at the time of the opening of the tender, unless otherwise specified separately in this tender document. The Tender prices shall be in Indian rupees only.
- 3.10.3 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 Conditions of Contract & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.
- 3.10.4 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.
- 3.10.5 All information in the Tender shall be in English and Hindi only. Failure to comply with these requirements will render the Tender liable for rejection.

3.11 PROPOSAL EVALUATION

- 3.11.1 A single stage procedure shall be adopted in evaluating the proposals.

- 3.11.2 The Evaluation Committee appointed by DFCCIL shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.
- 3.11.3 The proposal of the Tenderer(s) will be assessed only based on the information/documents submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the Tenderer(s), if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the Tenderer(s) will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the technical proposal
- 3.11.4 The Proposals shall be opened publicly in the presence of the Tenderer(s)' representatives who choose to attend. The name of the Tenderer(s), the proposed prices shall be read aloud and recorded after opening the proposal. The Client shall prepare minutes of the public opening.

3.12 ENGAGEMENT OF DRIVER

- 3.12.1 Persons provided should possess commercial vehicle driving license and have good behavior and unblemished record and character.

3.13 AWARD OF CONTRACT

- 3.13.1 The DFCCIL will issue a letter of Acceptance to the successful Tenderer.
- 3.13.2 Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between DFCCIL and Tenderer subject to the modifications, as may be mutually agreed to and indicated in the letter of acceptance.
- 3.13.3 The successful Tenderer will be required to execute the Contract Agreement within 7 days of receipt of notice by the DFCCIL Administration that such document is ready, as per conditions mentioned in Tender Document, General Conditions of Contract (section 4) and Special Conditions of Contract (section 5).
- 3.13.4 The successful firm / Tenderer with whom the contract is signed shall commence the assignment within 15 days from the date of issue of acceptance letter.
- 3.13.5 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the contractor.

3.14 CONFIDENTIALITY

- 3.14.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Tenderer(s) who submitted the proposals or to other persons not officially concerned with the process.

3.15 CHECK LIST

- 3.15.1 The Tenderer(s) is requested to submit the tender documents and attachments to tender documents as per the details specified in the Tender document. Any deviation/omission from above will be as per Tenderer(s)'s own risk.
- The Tenderer(s) are requested to duly fill in the checklist. The checklist is only a reminder of certain important items, to facilitate the Tenderer(s). This, however, does not relieve the Tenderer(s) of its responsibility to make sure that his proposal is otherwise complete in all respects.

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 tenders must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

4.1 DEFINITIONS

Unless excluded by or repugnant to the context:

- 4.1.1 The expression “Department”/ “Client”/ “DFCCIL”/ “Corporation”/ “Employer”/ “Engineer” 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. CPM/DFCCIL/Jaipur will act as “Employer” in this tender.
- 4.1.2 “Officer”/ “Officer-in-charge”/ “DFCCIL's representative” of the work shall mean the DFCCIL 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 include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, 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)” 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 including monsoon period.

- 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 “Client” means Dedicated Freight Corridor Corporation of India Limited.
- 4.1.11 “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- 4.1.12 “Data Sheet” means such part of the Instructions to Tenderer(s) used to reflect specific assignment conditions.
- 4.1.13 “Day” means calendar day.
- 4.1.14 “Government” means the Government of India.
- 4.1.15 “Personnel” means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;
- 4.1.16 “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- 4.1.17 “Proposal” means the Technical Proposal and the Financial Proposal.
- 4.1.18 “RFP” means the Request for Proposal prepared by the Client for the selection of Tenderer(s).
- 4.1.19 “Services” means the work to be performed by the Tenderer(s) pursuant to the Contract.
- 4.1.20 “Terms of Reference” (TOR) means the document included in the RFP 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.
- 4.1.21 “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.
- 4.1.22 “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.
- 4.1.23 “GCC” mean the General Conditions of Contract.
- 4.1.24 “Letter of Acceptance” means the formal acceptance letter from the DFCCIL of the Tender.
- 4.1.25 “Local currency” means the currency of Government of India.
- 4.1.26 No. of vehicles and place of Operation of the vehicle(s) will be done as per actual requirement basis.
- 4.1.27 "DFC" means DFCCIL/Jaipur unit.

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 DFCCIL'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 been 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 the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer(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, Tenderer(s) shall submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. DFCCIL will not be bound by any Power of Attorney granted by the Tenderer(s) or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

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 **CPM, DFCCIL, Jaipur**. The Performance Guarantee shall be submitted within **30 (thirty)** days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15 percent per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA.
- 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 60 days.
- 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 the expiry of the maintenance period and 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 at the risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 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 under provision of the Contract Agreement, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.
 - d) The value of PG to be submitted by the Contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of contract increases by more than 25% of the original contract value, an additional Performance Guarantee amount to 5% (five Percent) for the excess value over the original contract value should be deposited by the contractor.

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 should be 5% of the contract value
 - b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered,
 - c) Security Deposit 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 completion of defect liability period i.e after 120 days of the satisfactory completion of the work.
- 4.13.4 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.
- 4.13.5 This contract will be governed by relevant clauses of the General Conditions of Contract issued and updated by DFCCIL from time to time to the extant applicable for this work and not covered in present special terms and condition.

4.14 TENDERER(S)'S CREDENTIAL:-

- 4.14.1 In support of their credentials, the Tenderer (s) should have to submit documents as stipulated in tender document along with their tenders.
- 4.14.2 THE TENDERERS SHOULD SATISFY THE FOLLOWING MINIMUM ELIGIBILITY CRITERIA AS UNDER:-

1.	The Tenderer(s) should have physically completed at the time of opening of tender in the last Three financial years (i.e current year and three previous financial years}. Similar nature of work of this tender is:-"Hiring of vehicle / vehicles in Government Organization / Public sector undertaking (PSU)/Autonomous body / Public Limited Company / Private Limited Company / Reputed Educational Institutions / Reputed Commercial Institution."	At least one similar single work for a minimum value of 35% of advertised tender value of work. The work should be physically completed on or before the date of opening of tender. In support of which, The attested certificate from Employer/Client has to be submitted.
2.	The Tenderer(s) should have received a total contractual amount during the last three financial years and in the current financial year	Should be a minimum of 150% of advertised tender value of work. In support of which, the attested certificate from Employer/ Client, TDS certificate/ Audited Balance Sheet duly certified by Chartered Accountant etc. to be submitted with the tender

- 4.14.3 Tenderer (s) shall submit along with the tender, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & Tender conditions.
- 4.14.4 In reference to para 4.14.2.1 of the tender document, the Tenderer (s) will produce/attach the certificate of Work completion with the Tender Document as per Para 4.14.2 and such certificate should clearly brought out following details:-
- a) Name of Agency issuing a certificate.
 - b) Date of issue of certificate.
 - c) The name of Work.
 - d) The Acceptance letter no.
 - e) The date of issue of Acceptance letter.

- f) Agreement no.
- g) Date of execution of Agreement.
- h) Date of original Completion of Work as per Acceptance Letter.
- i) Date of Actual completion of Work.
- j) The Amount of Work done as per Agreement [in Rupees}.
- k) The Final Amount of Work at the time of Completion of Work (in Rupees).
- l) Whether the Work is completed satisfactory or not satisfactory.

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

4.14.6 All documents should be enclosed with the tender form duly attested.

4.14.7 Certificates from Private individuals for whom such works are executed/being executed will not be accepted.

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 Contractor.

4.16 CHANGE 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 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 & vehicles.

4.20 OTHER TERMS AND TERMINATION

- 4.20.1 Contract shall be deemed to have commenced as on from date of issuance of letter of intent and shall be in force for an initial period of two year extendable for One year at a time with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.
- 4.20.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 15 days written notice.
- 4.20.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 4.20.4 In performing the terms and conditions of the contract, the Tenderer(s) shall at all Times act as an Independent Tenderer(s). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Tenderer(s). The Tenderer(s) shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Tenderer(s) shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

4.21 LAWS AND REGULATIONS:

- 4.21.1 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.
- 4.21.2 Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Managing Director, DFCCIL, shall be the final and binding.

4.22 INCOME TAX

- 4.22.1 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.

4.23 SERVICE TAX /GST

- 4.23.1 Service Tax/GST as admissible shall be paid extra as applicable on submission of proof of depositing the same by the contractor to concerned Govt. authority. Any modification in tax provision in future by Govt. will be binding on contractor & DFCCIL.

4.24 PERMITS, FEES, TAXES & ROYALTIES

- 4.24.1 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 of Govt except Service Tax/GST. 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.

4.25 STATUTORY INCREASE IN DUTIES, TAXES ETC

4.25.1 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.

4.26 DETERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT CONDITIONS LEADING TO DETERMINATION OF CONTRACT

4.26.1 If the Firm/Contractor

- a) Becomes bankrupt or insolvent, or,
- b) Makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c) being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d) Has execution levied on his goods or property or the works, or
- e) assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or Abandons the contract, or
- f) Persistently disregards instructions of the DFCCIL official or contravenes any provisions of the contract, or
- g) Fails to take steps to employ competent and / or additional staff and labour, or promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL, or
- h) Suppresses or gives wrong information while submitting the tender.

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

4.27 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT

4.27.1 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.

4.28 LABOUR RULES

4.28.1 The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central 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.

4.29 COMPLIANCE OF VARIOUS ACTS:

4.29.1 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 Act and Employees Provident Fund Act 1952, Contract Labour and Employment Act 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.

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

4.30.1 The employment of any person less than Eighteen years (18 years) of age shall be prohibited from Railway's works. The contractor shall be responsible for confirming to the provisions of the act & DFCCIL shall stand indemnified from and against any claims/penalty under the aforesaid act.

4.31 SETTLEMENT OF DISPUTES

4.31.1 All disputes of difference 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:

4.31.2 **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.

4.32 **CONCILIATION/ARBITRATION**

- 4.32.1 It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.
- 4.32.2 If the Tenderer(s) is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Tenderer(s) may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- 4.32.3 Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case. Managing Director of the Employer decides to appoint a Sole Conciliator/Sole Arbitrator, then a panel of at least three names will be sent to the Tenderer(s). Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Tenderer(s) shall suggest minimum two names out of this panel for appointment of Sole Conciliator /Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Tenderer(s).
- 4.32.4 In case, the Tenderer(s) opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Tenderers may refer to the CPM/Jaipur as Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the CPM/Jaipur as Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 4.32.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory Modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 4.32.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

- 4.32.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 4.32.8 The fees & other charges of Conciliator/Arbitrator shall be as per scales fixed by the Employer & shall be shared equally between the Employer & the Tenderer(s).

4.33 AWARD TO BE BINDING ON ALL PARTIES

- 4.33.1 The award of the Sole Arbitrator, unless challenged in court of law, shall be binding on all parties.

4.34 SUBSTITUTE ARBITRATORS

- 4.34.1 If for any reason an Arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

4.35 INTEREST ON AWARDED AMOUNT

- 4.35.1 Where the arbitral award is for payment of money, no interest shall be payable on the whole or any part of the money for any period till the date on which the award is made.

4.36 SETTLEMENT THROUGH COURT

- 4.36.1 It is a term of this contract that the Tenderer shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through provisions of arbitration & conciliation provided in the agreement.

4.37 EXCEPTION

- 4.37.1 For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.

4.38 JURISDICTION OF COURTS

- 4.38.1 Jurisdiction of courts for dispute resolution shall be Jaipur only.

4.39 MSME

- 4.39.1 Public Procurement Policy for Micro and Small Enterprises (MSEs) is being followed. Participating MSE shall enclose with their offers the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:

- (i) District Industries Centers.
- (ii) Khadi and Village Industries Commission.
- (iii) Khadi and Village Industries Board.
- (iv) Coir Board.
- (v) National Small Industries Corporation.
- (vi) Directorate of Handicraft and Handloom.
- (vii) Any other body specified by Ministry of MSME.

The MSEs must also indicate the terminal validity date of their registration. MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of same may be enclosed.

5. SECTION 5

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

Name of work: Hiring of 07 Nos. of Vehicles four wheeler Diesel driven for the official use of DFCCIL/Jaipur unit.

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 the company is undertaking construction of Eastern & Western corridors and has its corporate office at New Delhi and Field Units at various cities.

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 for one year 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 Rajasthan, Haryana, Delhi and Noida (UP)**
- 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 Engineer 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 09.00 to 21.00 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 from 26 working days a month. In case, vehicle is used for more than 312 hours in a month, overtime at the accepted rate for additional hour or part thereof is payable.
- 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 authorized representative for signature. (Timing and kilometer reading shall be noted every day at the time of reporting at nominated place & release from same place.)
- 5.2.11 DFCC may provide open parking space but parking shall be purely at Contractor's risk.
- 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 BID.
- 5.2.14 During the currency of contract, vehicle cannot be used by the Contractor/ Driver for any other purpose except for DFCCIL.

5.3 VEHICLES

- 5.3.1 Vehicle provided will run for 2 years so **“vehicle should be manufactured in year 2016 or later”** and should be in good condition and shall use diesel/petrol only as fuel with proper entries in RC book. It shall have road passing for 7/8 seats. The seats shall have two sets of white cloth covers.
- 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. ***All vehicles provided should be commercially registered with State Transport Authorities. No vehicles with private registration will be allowed.***
- 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 tyres,. Mobile charger with multi point 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 **Jaipur, Ajmer, Sikar, Jhunjhunu, Mahendergarh, Rewari, Alwar, Nagaur, Delhi & Noida (UP)**. All the papers for vehicle like Registration papers, insurance papers, Pollution Certificate, 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 himself and drivers of the vehicles. The mobile phone shall be kept working for 24 hrs. 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 and ***Proof of police verification of all the drivers should be provided.*** 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 identify 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.
- 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 stipulated salary 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 CPM/DFCCIL/Jaipur 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 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, Interstate 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.**
- 5.5.6 For kilometers in excess of kilometers inclusive in item no.1 i.e. for payment under item no.2 of section-6, payable kilometers will be worked out after averaging the actual kilometers run over a period of 3 months (average of total kilometers run by the vehicle in this tender in three months period). Kilometers run in three months in excess of total assured 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.
- 5.5.10 To accommodate for variation in diesel prices after date of opening of tender following procedure/conditions shall be adopted/considered:-
1. Variation in price of diesel up to 5% increase/decrease with respect to the price on date of opening of tender will not be considered.
 2. To calculate variation in price of diesel more than 5% increase/decrease (at a time or with cumulative effect) with respect to the price on date of opening of tender will be considered only on item-1 of Section- 6 (Schedule of approx. quantities) as under (after giving effect of variation, base price of diesel will further get revised to the price after the effect of revision) :
 - (i) The consumption of diesel will be worked out at the basis of running of vehicle at the rate of 10 km/litre.
 - (ii) Extra payment/ deduction on account of variation in diesel will be worked out with following procedure:-

Some terms are defined as under:

 - (a) Let, Price of diesel per liter on the date of tender opening /last revision = (A)
 - (b) Let, Price of diesel per liter on 1st day of the month for which the bill is claimed = (B)
 - (c) Let, Kilometers run with diesel price as (B) = (K)If diesel price increases, then terms (B) will be higher than (A).
Then, Extra payment = [(B)-(A)-{(A) x 5/100}] x (K)/10
If diesel price decreases, then term (A) will be higher than (B).
Then, Deduction = [(A)-(B)-{(A) x 5/ 100}] x (K)/10
3. Rates of Govt. oil companies will only be considered.

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.300/- will be paid per night per outstation duty inclusive of night charges. However, the extra hour's 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.

5.5.12 Payment of Rs.200/- will be paid per night running, in case vehicle runs any time between 00:00 AM to 5.00 AM only.

5.6 QUANTITY VARIATION:-

5.6.1 Individual items in contracts shall be operated with variation of plus or minus 50% and payment would be made as per the agreement rate.

5.6.2 In case an increase in quantity of an individual item by more than 50% of the agreement quantity is considered unavoidable, the same may be got executed by mutual consent between DFCCIL and contractor.

5.7 NON-PERFORMANCE OF THE CONTRACT CONDITIONS-PENALTY

5.7.1 Contractor is liable to be penalized minimum by Rs. 2000/- 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) Provided vehicle is rejected by DFCCIL official.
- d) In case vehicle not found in neat & clean and perfect condition.
- e) In case driver misbehaves or not conversant with routes.
- f) If found vehicle used for other than DFCCIL purpose.
- g) If the vehicle is not having sufficient fuel and driver is also not provided with sufficient funds for refueling the vehicle for completion of journey.

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

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

tempering, DFCCIL may even decide to terminate the contract and forfeiture of security deposit.

- 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 his representative harmless from all losses, damages, expenses or decrees out of action.

6. SECTION: 6**Schedule of Approximate Quantities****Tender No :** JP/EN/Veh.Tender/218/2018**Name of Work:** - Hiring of 07 (Seven) Nos.Vehicle four wheeler Diesel driven for the official use of DFCCIL/ Jaipur unit.

S. N.	Description of work	Qty.	Unit	Rate	Amount
1	(a) Providing diesel driven AC Vehicle INNOVA or similar type SUV/MUV on hiring basis for DFCCIL -Jaipur up to 3000 Km. and 312 hours per month. The rate includes all taxes, license fee, permit, driver's wages, repair and maintenance of vehicle etc with exceptions as mentioned in conditions. (7 vehicles x 24 months)	168	Vehicle Months	55640/-	93,47,520/-
2	Extra Charges for running of vehicle per km over assured mileage per month average in a quarter as mentioned in item No. 1	12000	Km	10.70/-	1,28,400/-
3	Extra Charges for running of vehicle beyond 312 hours per month average in a quarter as mentioned in item No. 1	500	Hour	32.10/-	16,050/-
Total					94,91,970/-

The rate will be-----% (Percentage) below/above/ at par (to be filled by the bidder in figure).

The rate will be----- (Percentage)below/above/at par (to be filled by the bidder in words).

Note:-

1. The above rates are inclusive of all taxes. However, Service Tax/GST, toll tax parking charges and interstate tax/state entry tax/octroi, if any 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 or at par (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 and strike through whichever is not applicable. Offer with incomplete/ambiguous rate will not be considered.

3. *The above mentioned vehicles to be hired will be headquartered at Jaipur or any DFC station / yard within the jurisdiction of CPM Jaipur.*

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.)		
8. Particulars of Registration with Government Semi Government Organization, Public sector under-Taking and local bodies etc.		
9. Bank A/C No of Firm with IFSC & MICR code for electronic clearance of the payment		
10. Telephone Number		
11. E-mail address & Web Site		
12. Telefax Number		
13. ISO Certification, if any {If yes, please furnish details}		
14. PAN No:		
15. PF / EPF Registration No:		
16. GST 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

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

Proprietor

ANNEXURE – III

Self-Certificate

- a. I/We have downloaded the tender form from the internet site www.dfccil.gov.in 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/Bankers Cheque No.....
..... dated issued 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 and there has not been any work cancelled against us for poor performance in the last three years reckoned from the date of invitation of tender.

Signature of the Tenderer/s:

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

(The Bank Guarantee (BGs) to be submitted by the suppliers/ contractors should be sent directly to) "Chief Project Manager; DFCCIL, C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur - 302020 by the issuing Bank under Registered Post A. D.).

To.

Chief Project Manager/DFCCIL
**C-16, Khushi Vihar, Patrakar Colony,
Mansarovar, Jaipur - 302020.**

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 of contractor/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 in the 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.....2018

Signature of the Tenderer/s:

For.
(Indicate the name of the Bank)

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

AGREEMENT

THIS AGREEMENT made on ____day of _____2018 between DFCCIL, acting through Chief Project Manager, DFCCIL, **C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur – 302020** (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. Hiring of 07 (Seven) Nos. Vehicle four wheeler Diesel driven for the official use of DFCCIL/ Jaipur unit Contract No. _____ with accepted value of Rs _____ & completion period of 24 months (from date _____to_____) (herein after 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 (General & Special)
 - e) Schedule of approximate quantity & Rate
 - f) Document & Credentials submitted by tenderer.
3. In consideration of the payments to be made by the DFCCIL to the contractor as hereinafter mentioned, the contractor hereby covenants with the DFCCIL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The DFCCIL hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the authorized signatory)

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

Witness:

- 1.
- 2.

(Name, Designation and address of the authorised signatory)

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

Witness:

- 1.
- 2.

(Name and address of the witnesses to be indicated).

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL

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

1.....

2.....

3.....

AND SO ON

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

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

PRE CONTRACT INTEGRITY PACT
(Applicable for Contracts of more than 1 Crore value)

General

This pre-bid pre contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2011, between, on one hand, the DFCCIL acting through Shri..... Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the CLIENT

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for a accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].
- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
- 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official (s) is reported by the [A] to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
 - 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavour to any person in relation to the [B] or any other [B] with the Government.
 - 3.3* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
 - 3.4* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/ integrator/ authorized Government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
 - 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
 - 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. **Previous Transaction**

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

5. **Earnest Money (Security Deposit)**

- 5.1 EMD amount & form of EMD will be as per terms & conditions of contract document.
- 5.2 Validity of EMD & Security Deposit will be as per terms and conditions of contract.
- 5.3 In case of the successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the CLIENT to the [A] on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for violations**

- 6.1 Any breach of the aforesaid provision by the [A] or any one employer by it or acting on behalf (whether with or without the knowledge of the [A] shall entitle the CLIENT to take all or any one the following action, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceeding with the other BIDDER (s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and /or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
 - (iv) To recover all sums already paid by the CLIENT, and case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT connection with any other [B], such outstanding payment could also be utilized the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A] in order to recover the payments, already made by the CLIENT, along with interest.
 - (vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money (s) due to the [A].
 - (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
 - (viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A] the same shall not be opened.
 - (x) Forfeiture of performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The CLIENT will entitled to take all or any the actions mentioned at para 6.1(1) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on the its behalf (whether with or without the knowledge of the [A] of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act., 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final conclusive on the [A]. However, the [A] can approach the independent Monitor(s) appointed for the purposes of this pact.

7. **Fall clause**

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

8. **Independence Monitors**

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

9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

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

11. **Other Legal Actions**

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

12. **Validity**

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

- 12.2 Should one or several provisions of this pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
13. The parties hereby sign this integrity Pact at _____ on. _____

CLIENT
Name of the Officer
Designation
Deptt./Ministry/PSU

BIDDER
CHIEF EXECUCTIVE OFFICER

Witness
1. _____
2. _____

Witness
1. _____
2. _____

Note:

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

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

ANTI-PROFITEERING DECLARATION

TO WHOMSOEVER IT MAY CONCERN

I, age, years, Son/Daughter of, resident of do solemnly affirm and state as under:

- 1) That I am the _____ <Designation of the authorized signatory> of
and I am duly authorized to furnish this undertaking/declaration on behalf of (Name of the company).
- 2) That (Name of the company) has been awarded the work (Name of Work) vide Letter of Award number dated by M/s Dedicated Freight Corridor Corporation of India Limited.
- 3) That the Company is fully aware of the anti-profiteering provision under the Goods & Services Tax ("GST") Law(s),
- 4) That the Company has passed the benefit of input tax credit available on the (good/services) having HSN supplied to M/s Dedicated Freight Corridor Corporation of India Limited which it is getting on account of reduced tax liability and input tax credit because of enactment of GST Laws after introduction of Goods and Service Tax w.e.f. 1st July, 2017. The details and amounts being passed on to DFCCIL are provided in Annexure of this document and are as per applicable GST Laws. These are true and correct to the best of my knowledge, information and belief.
- 5) Further, it is to confirm also that in case (name of the organization) will receive any further benefit in future after 1st July, 2017 by way of availment of input tax credits which were not allowed to be availed before 1st July, 2017 or reduction in tax rates or in any other manner which results in reduction of cost of the goods/services supplied to M/s Dedicated Freight Corridor Corporation of India Limited, then Company will pass that benefit to M/s Dedicated Freight Corridor Corporation of India Limited also.

- 6) That I declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under the law.
- 7) I confirm that I am aware of the implication of the above undertaking and our liability on account of incorrect/misleading declaration under the GST Laws.

Signature of the Authorised signatory/ person

Name and Designation of the Auth. Sign/person of the person

Name of the Organisation and Seal

Executed on a non-judicial stamp paper of Rs. 100/- duly notarised by notary public

**END
OF
DOCUMENT**