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**CHECK LIST FOR LIST OF DOCUMENTS TO BE ATTACHED WITH THE E- TENDER**

1. Details of similar works completed in last three years. (Format –I)
2. Annual Turnover for the last three years with supporting documents (Format-II).
3. Registration of Company in case of company.
4. Partnership deed/Memorandum and Articles of Association of the firm or company.
5. Registration under labour Laws (as applicable).
6. Service Tax Registration Certificate,GST registration Certificate.
7. Scanned copy of Earnest Money Deposit at DFCCIL account mentioned in appendix to tender. (Earnest money in the prescribed form ALONG WITH Transaction detail)
8. Original Power of Attorney of the person signing the tender documents or photocopy duly attested by Notary Public.
9. Details of on-going works (Format –III).
10. Scanned copy of the cost of tender documents at DFCCIL account mentioned in appendix to tender. (Cost of Tender document in the prescribed form along with Transaction detail)
11. Complete Tender documents including Form of Bid, annexure etc. (Part-I) duly stamped and signed by the bidders on each page.
12. Financial/Commercial Bid (Part-II) with rates duly filled in, stamped and signed on each page by the bidders.
13. Corrigendum(s), if any, duly stamped and signed by the bidders on each page.

# **TECHNICAL DETAIL**

**(TOP SHEET)**

**&**

**(FORM OF BID)**

## TOP SHEET

Tender No. DFCCIL/ TDL/EN/VECHILE HIRING/Kanpur( July-2018)		Date: 20.09.2018
<b>Name of work</b>	<b>Hiring of Vehicles ( 02 nos. AC vehicle (Innova/similar type &amp; 08 Nos. Non AC SUV type Vehicles) in connection with Bhaupur-Khurja Section APL-01 Project of DFCCIL of Kanpur office for the period of one year.</b>	
<b>Approx. Cost</b>	Rs. 72.50 Lakh	
<b>Earnest Money</b>	Rs. 1,45,005/- (One Lakh, Forty five Thousand, five Only) (To be submitted in DFCCIL account. Account Detail Mentioned in Appendix to tender)  OR  MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest money deposit, for which, the tenderers will have to upload the exemption certificate on the E-Tender portal.	
<b>Completion Period</b>	Total 12 (Twelve ) Months from the date of issue of acceptance letter	
<b>Date of Opening</b>	24.10.2018 at 15.30 hrs.	

**Tender Issued to:-**

**Money Receipt No.**

**D.D.No. & Issuing Bank:-**

For and on behalf of  
CPM/TDL, DFCCIL Office

**FORM OF BID**

Place:..... Date: .....

Chief Project Manager,  
Dedicated Corridor Corporation of India  
Limited, 3/20,KPS Tower, Mayur Complex,,  
3rd Floor, Near Tulsi cinema, NH-02, Nagla  
Padi, Agra-282002, U.P.

Sir,

I / We ..... have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I / We also agree to keep this tender open for your acceptance for a period of 90 days from the date fixed as last date for receipt of completed tender in your office. In the event of my/our default, I/We will be liable for forfeiture of my/our earnest money.

1. I / We offer to do **“Hiring of Vehicles ( 02 nos. AC vehicle (Innova/similar type & 08 Nos. Non AC SUV type Vehicles) in connection with Bhaupur-Khurja Section APL-01 Project of DFCCIL of Kanpur office for the period of one year.”** and the percentage/rate quoted by me/us in the BOQ bind myself/ourselves to complete the work in **12 (Twelve) months**. I / We also hereby agree to abide by all the Conditions mentioned in the tender and to carry out the services according to specifications of vehicle and services laid down by DFCCIL for the present contract.
2. The full value of the earnest money deposited shall stand forfeited without prejudice to any other rights or remedies if:
  - a) I / We do not execute the contract document within Seven days after receipt of notice issued by DFCCIL that such documents are ready.

OR

  - b) I / We do not commence the work within 15 days after receipt of LOA issued.
3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
4. Payment of stamp duty on the agreement to be executed in pursuance of this tender will be borne by DFCCIL.

Signature of witnesses: Signature of Tenderer (s) & Date

Tenderer(s)  
address

- 1.
- 2.

# **(NOTICE INVITING E- TENDER)**



Dedicated Corporation of India Limited  
(A Government of India Undertaking)  
MINISTRY OF RAILWAYS

Tender No. DFCCIL/ TDL/EN/VECHILE HIRING/ Kanpur(July-2018)

Date: 20.09.2018

M/s \_\_\_\_\_

**NOTICE INVITING E- TENDER**

- 1 The Chief Project Manager/TDL, DFCCIL, 3/20,KPS Tower, Mayur Complex,, 3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P., invites **E - Tenders in single packet system** on prescribed forms from firms/companies meeting qualifying requirements and having requisite experience and financial capacity for the following works:-

<b>Tender No.</b>	<b>DFCCIL/ TDL/EN/VECHILE HIRING/ Kanpur(July-2018)</b>
Name of Work	<b>Hiring of Vehicles ( 02 nos. AC vehicle Innova/similar type &amp; 08 Nos. Non AC SUV type Vehicles) in connection with Bhaupur-Khurja Section APL-01 Project of DFCCIL of Kanpur office for the period of one year.</b>
Estimated Cost	Rs. 72.50 Lakh
Period of Contract	Total 12 (Twelve) Months
Earnest Money Deposit	1,45,005/- (One Lakh, Forty five Thousand, five Only) (To be submitted in DFCCIL account. Account Detail Mentioned in Appendix to tender) <b>OR</b> MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest money deposit, for which, the tenderers will have to upload the exemption certificate on the E-Tender portal.
Cost of Document	Rs 5000/- + GST@18% = 5900/- to be Submitted in DFCCIL account. Detail of Bank account mentioned in Appendix to Tender. <b>OR</b> MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of document fees, for which, the tenderers will have to upload the exemption certificate on the E-Tender portal.
Tender Processing Fee	Rs 7250- + GST@18% = 8555 (Non-refundable) through e-payment while uploading of tender.
Date of Sale (Online)	From Date 20.09.2018
Issue of Corrigendum, if any	On or after Date (on <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> , <a href="http://www.dfccil.gov.in">www.dfccil.gov.in</a> )
Date & Time of submission of tender	On or before Date 24/10/2018 and time 15:00 Hrs.
Date & Time of opening of tender.	Date 24/10/2018 and time 15:30 Hrs.

## 2 ELIGIBILITY CRITERIA

Eligibility of the applicants shall be assessed based on the **“Eligibility Criteria”, “Essential Qualifying Criteria” and “Other Qualifying Criteria” as given in Annexure-I.**

The Tender document can be downloaded from DFCCIL’s website [www.dfccil.gov.in](http://www.dfccil.gov.in), [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) & Central Procurement Portal, [eprocure.gov.in](http://eprocure.gov.in). Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections, additions or alterations in the downloaded tender documents are made, such tender shall summarily rejected

3. The cost of tender documents & EMD shall be deposited in DFCCIL account mentioned in Appendix to tender.
4. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on DFCCIL’s website **at least three days in advance** of date fixed for opening of tenders. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders. Any tender submitted without addendum(s)/corrigendum(s) (if any) shall be summarily rejected.
5. The tender documents shall be submitted in online mode through website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of Demand Draft/Pay order drawn in favour of DFCCIL, payable at Agra towards the cost of one set of the tender documents (Non-refundable) to be uploaded. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in **“Technical offer”**. Bill of Quantities with rates duly filled in are to be uploaded in **“Financial offer”**. **Bids are required to be submitted only by online mode. The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents.**
6. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST @ 18% (or latest) to M/s ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid. Already registered vendors with M/S ITI need not to pay registration charges.
7. Tenders shall be opened at **the address given below** at 15:30 hours on the same day in the presence of the tenderers or their authorized representatives intending to attend the opening.



**Address of Office of the Chief Project Manager/ TDL (for submission & opening of tenders):**

**Chief Project Manager/TDL, DFCCIL, 3/20,KPS Tower, Mayur Complex,, 3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P.**

All the Bids received shall be opened on the date and time mentioned above in the tender notice. Bid of the bidders shall be opened on a subsequent date through process of e-tendering, which will be notified to such bidders on line. The sequence of opening shall be:

- i) Earnest Money Deposit(EMD)
- ii) Technical Bid.
- iii) Financial Bid.

8. Tender shall be submitted as per "Instructions to Tenderers" forming a part of the tender document.
9. Any tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.
10. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
11. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
12. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 10.0 of Notice Inviting Tender.
13. The validity of the offer shall be 120 days.
14. The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from website mentioned above.

We look forward for your active participation.

For & on behalf of **DFCCIL**  
**Chief Project Manager/TDL**

**ANNEXURE – I**

**1.0 ELIGIBILITY CRITERIA**

The tenderer shall satisfy the following eligibility criteria to qualify for this tender:

**I. Essential Qualifying Criteria**

**A. Firms/companies**

(i) The tenderer should have a registered office anywhere in India.

*The documentary proof regarding A. above should be submitted as part of the tender document.*

**Note:** For the purpose of documentary proof of „registered office“ as mentioned in (i) above any address of office as mentioned in any of the following documents submitted along with the original offer by tenderer(s) may be considered as registered office of the tenderer(s).

1. Address mentioned in the article of association of company duly registered under Companies Act, 1956.
2. Address mentioned in Partnership Deed
3. Address mentioned in Trade License obtained by the individual from civic body.
4. Address mentioned in any tax departments.
5. Address mentioned in P.F. Registration documents.

**B. Technical capability:**

1. In support of their credentials, the Tenderer(s) should have to submit documents as stipulated in tender document along with their tenders.
2. THE TENDERER(S) SHOULD SATISFY THE FOLLOWING MINIMUM ELIGIBILITY CRITERIA AS UNDER

S.N	Technical capability	Requirement
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).	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.

The Tenderer(s) will produce/attach the certificate of Work completion with the Tender Document as per above and such certificate should clearly supported

by 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.

**Notes:**

**Following will be considered as similar work:**

Similar nature of work of this tender is:-"Hiring of vehicle/ vehicles (SUV or Car) commercial vehicle in Government Organization/ Public sector undertaking (PSU)/ Autonomous body/Public Limited Company/ Private Limited Company/ Reputed Educational Institutions / Reputed Commercial Institution."

**C Financial capability**

S.N	Financial capability	Requirement
1	The Tenderer(s) should have received a total contractual amount during the last three financial years and in the current financial year up to last date of submission of tender.	"Should be a minimum of 150 % of advertised tender value of work. <b>Certified true copy of audited annual account are to be submitted as a proof along with bid documents. In case the annual account are not audited, the contract sum received for the required period should be duly certified by the chartered accountant.</b> "

- 1.3 Each tenderer has to satisfy the eligibility criteria for technical capability, competence as well as for financial capacity and organizational resources as specified in the tender documents to qualify for consideration of bid submitted by tenderer(s).
- 1.4 There should not be any unsatisfactory performance Report of the Contractor from any source.
- 1.5 Tenderer(s) may please note that their offers will be evaluated as per the credentials/ documents attached by the tenderer(s) along with the tender.

**GENERAL INFORMATION**

<b>Tender Notice No.</b>	<b>Tender No. DFCCIL/ TDL/EN/VECHILE HIRING/ Kanpur (July-18) Date: 20.09.2018</b>
<b>Name of the work</b>	<b>Hiring of Vehicles ( 02 nos. AC vehicle (Innova/similar type &amp; 08 Nos. Non AC SUV type Vehicles) in connection with Bhaupur-Khurja Section APL-01 Project of DFCCIL of Kanpur office for the period of one year.</b>
<b>a) Tendered Value/ Estimated Cost</b>	Rs. 72.50 Lakh
<b>b) Completion period</b>	<b>12 (Twelve) months</b>
<b>c) Earnest Money</b>	1,45,005/- (One Lakh, Forty five Thousand, five Only) (To be submitted in DFCCIL account. Account Detail Mentioned in Appendix to tender) <b>OR</b> MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest money deposit, for which, the tenderers will have to upload the exemption certificate on the E-Tender portal.
<b>d) Cost of Document</b>	Rs.5000/-+ GST@18% = 5900/- to be Submitted in DFCCIL account. Detail of Bank account mentioned in Appendix to Tender. <b>OR</b> MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of document fees, for which, the tenderers will have to upload the exemption certificate on the E-Tender portal.
<b>e) Tender Processing Fee</b>	Rs 7250/- + GST@18% = 8555 (Non-refundable) through e-payment while uploading of tender.
<b>f) Date and time of issue of tenders (on Line)</b>	<b>20.09.2018</b>
<b>g) Last date and time of submission of Tender</b>	24.10.2018 at 15.00 hrs.
<b>h)Date and time of opening of Tenders</b>	<b>On 24.10.2018 at 15.30 hrs.</b>
<b>i) Validity of Offer</b>	<b>120 days</b>
<b>j) Retention Money / Security deposit</b>	Earnest Money deposit of the successful tenderer shall be converted into security deposit. Balance security deposit shall be recovered @10% through running account bills till it reaches 5% of the contract value.
<b>k) Performance Guarantee (PG)in the form of Bank Guarantee or Fixed Deposit Receipt (FDR)</b>	To be submitted within <b>30 days</b> from the date of issue of Acceptance Letter by DFCCIL. (an irrevocable <b>bank guarantee or Fixed Deposit receipt (FDR)</b> for the amount <b>5%</b> of the contract value.)

# **(APPENDIX TO TENDER)**

**APPENDIX TO TENDER**

DESCRIPTION	Reference Clause
<b><u>Name of Work:-</u></b> Hiring of Vehicles ( 02 nos. AC vehicle (Innova/similar type & 08 Nos. Non AC SUV type Vehicles) in connection with Bhaupur-Khurja Section APL-01 Project of DFCCIL of Kanpur office for the period of one year.	2.1 of Instructions to Tenderers
<b><u>Employer:-</u></b> CPM/TDL, DFCCIL, 3/20, KPS tower, Mayur Complex, 3rd Floor, Near Tulsi Cinema, NH-2, Nagla Padi Agra -282002.	2.3 of Instructions to Tenderers
<b><u>Scope of Work:</u></b> - As indicated at Clause 4.0 of Special conditions of Contract.	2.5 of Instructions to Tenderers
<b><u>Approximate Tender Cost of the Work:-</u></b> Rs. 72.50 Lakh	2.6 of Instructions to Tenderers
<b><u>Amount of Earnest Money Deposit, to be submitted deposit to DFCCIL account (Bank Detail mentioned below)</u></b> 1,45,005/- (One Lakh, Forty five Thousand, five Only) (To be submitted in DFCCIL account. Account Detail Mentioned in Appendix to tender)	10.1 of Instructions to Tenderers
<b><u>Period of Validity of Tender:-</u></b> 120 days.	11.1 of Instructions to Tenderers
<b><u>Period of Completion:-</u></b> 12 (Twelve) months from the date of issue of LOA	5.0 of Special Conditions of Contract
<b><u>Performance Bank Gaurantee</u></b>	15.0 of Special Conditions of Contract
<b><u>Defect Liability Period</u></b>	Nil days
<b><u>Bank Detail of DFCCIL:-</u></b>	Name of Account :- DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD KANPUR (PAYMENT) Account Number :- 302601010780193 Type of account:- Current Account. IFSC code:- UBIN0561657
<b><u>Name of Bank :- Union Bank of India</u></b>	
<b><u>Branch :- Kamla Nagar, Agra</u></b>	

# **(INSTRUCTIONS TO TENDERER)**

## Instructions to Tenderer

### 1.0 General (for on line tendering system)

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL, Delhi has decided to use the portal ( <https://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.

### 1.1 Instructions

#### a. Online E-Bidding Methodology:

Online E- Bid System – Financial bids & Technical bids shall be submitted by the bidder at the same time in single Packet

#### b. Broad outline of activities from Bidders perspective:

- i. Procure a Digital Signing Certificate (DSC)
- ii. Register on Electronic Tendering System (ETS)
- iii. Create Users and assign roles on ETS
- iv. View Notice Inviting Tender (NIT) on ETS
- v. Download Official Copy of Tender Documents from ETS
- vi. Clarification to Tender Documents on ETS – Query to DFCCIL (Optional) - view response to queries posted by DFCCIL, through addenda.
- vii. Bid-Submission on ETS: Prepare & arrange all document/paper for submission of bid online and tender fees & EMD deposit as mentioned in appendix to tender & Notice Inviting E-Tender.
- viii. Attend Public Online Tender Opening Event (TOE) on ETS
- ix. Post-TOE Clarification on ETS (Optional)-Respond to DFCCIL"s Post-TOE queries
- x. Attend Public Online Tender Opening Event (TOE) on ETS

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 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.

#### c. Digital Certificates

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 Authorities (CCA) [refer <http://www.cca.gov.in>].

**d. Registration**

The Tender document can be downloaded from the website: [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and to be submitted in the e-format. Cost of the Tender Document (in the form of DD) and Bid Security (in the form of DD - in original) have to be submitted to C o n c e r n DF C C IL of f i c e as p e r a d d r e s s g i v e n i n B i d d o c u m e n t before the scheduled date and 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 document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI through [www.tenderwizard.com/DFCCIL](http://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.

- e.** DFCCIL, has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

- 1.2. After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk (as given below) to get your registration accepted/activated.

**A .**

**2 General**

- 2.1 **Name of the Work:** As indicated in „Appendix to Tender“.

- 2.2 “A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association, etc. along with original Power of Attorney of authorized signatory”.

- 2.3 The work is proposed to be executed under the following relationship.

A) **Employer** : DFCCIL address as given in „Appendix to Tender“.

**B) Contractor** : The successful tenderer to whom the work is awarded shall become the contractor for the execution of this work.

- 2.4 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/“tenderer”), “bid/tendered”, “bidding”/“tendering”, etc.) are synonymous. Day means calendar day. Singular also means plural.

- 2.5 Scope of Work as indicated in „Appendix to Tender“.

Hiring of vehicles (08 Nos Non A.C & 3 Nos A.C.) for DFCCIL Staff in connection with the BHAUPUR-KHURJA section of APL-1 Project of DFCCIL for Kanpur office for period of 12 months.

The scope given above is only indicative. The detailed scope has been described in the tender documents (Special condition of contract at clause no 4.0).

- 2.6 Approximate Estimated cost of the work is as indicated in the „Appendix to Tender.“
- 2.7 Tenderers may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. In addition the EMD of such tenderer shall be forfeited. The decision of Employer in this respect shall be final and binding.
- 2.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated and EMD of all such tenderers shall stand forfeited.

### **3 Cost of Bidding**

- 3.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

## **B. The Bidding Documents**

### **4 Content of bidding documents submitted through online mode only**

- 4.1 The bidding documents include the following:
  - Notice Inviting Tender
  - Instructions to tenderers
  - Appendix to Tender
  - Form of Bid
  - Special Conditions of Contract
  - General Conditions of Contract
  - Financial bid and Bill of Quantities
- 4.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders" risk and may result in rejection of his bid.

### **5.0 Understanding and Amendment of Tender Documents**

- 5.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- 5.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself

on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

- 5.3 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.
- 5.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

**C. Preparation of the Bids**

**6 Language of Bid**

- 6.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

**7 Signing of All Bid papers and Completing Bill of Quantities**

- 7.1 All the pages of the tender documents and Bill of Quantities submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney (Enclose original Power of Attorney).
- 7.2 While filling up the rates in the Bill of Quantities, tenderer shall ensure that there is no discrepancy in the rates mentioned in figures. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.  
The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents.
- 7.3 The tenderer must fill and submit the prices as per instructions given in schedule of rates. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate as per instructions, his tender shall be summarily rejected.
- 7.4 The tenderer must ensure that tender documents shall be submitted on line through class 3 Digital Signature only. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST @ 18% to M/s ITI through e-payment. Already registered bidder to M/S ITI need not to pay any registration charges. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid.

**8 Deviations**

The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the tenderer has

any observations, the same may be indicated in his forwarding letter along with the tender. Tenderers are advised not to make any corrections, additions or alterations in the in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

**9 Transfer of tender documents**

Transfer of tender documents purchased by one intending tenderer to another tenderer is not permissible. Tenderer can submit tender only on the documents purchased by him.

**10 Earnest Money**

- 10.1 The tenderer must furnish the Earnest Money as indicated in "Appendix to Tender" for the work as specified, failing which the tender shall be summarily rejected. **The Earnest Money shall be deposited in DFCCIL account only. Bank Detail are mentioned in Appendix to Tender. No other mode of payment for EMD & Tender document fees will be accepted.**

No interest shall be allowed on Earnest Money Deposit.

**10.2 Forfeiture of Earnest Money:**

- 10.2.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified in the "Appendix to Tender" or extended validity period as agreed to in writing by the tenderer.
- 10.2.2 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to:
- i) sign the Contract Agreement in accordance with the terms of the tender, or
  - ii) furnish Performance Guarantee in accordance with the terms of the tender, or
  - iii) Commence the work within the time period stipulated in the tender.
- 10.2.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

**10.3 Return of Earnest Money:**

- 10.3.1 The Earnest Money of the unsuccessful tenderers shall be discharged and returned as promptly as possible.
- 10.3.2 The Earnest Money Deposit of the successful tenderer shall be dealt as under:
- i) If the Earnest Money Deposit (EMD) the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

**11 Period of validity of the tender:**

- 11.1 The tender shall remain valid for the period indicated in "Appendix to Tender" after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- 11.2 Notwithstanding the above clause, Employer may solicit the tenderers' consent to

an extension of the validity period of the tender. The request and the response shall be made in writing.

### **Submission of Bids**

#### **12 Deadline for submission of tender**

- 12.1 The tender documents shall be submitted in online mode through website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of Demand Draft/Pay order drawn in favour of DFCCIL, payable at Agra towards the cost of one set of the tender documents (Non-refundable) to be uploaded. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in “**Technical offer**”. Bill of Quantities with rates duly filled in are to be uploaded in “**Financial offer**”. **Bids are required to be submitted only by online mode. The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature class 3 for signing the documents.**
- 12.2 A tender received without on line to Employer is liable to be rejected.
- 12.3 Bidder cannot see uploaded/ quoted rate once saved. Bidder can anytime change quoted rated before date & time of closing of tender.
- 12.4 Original EMD & tender document fees received after opening of the tender shall be rejected.

#### **13 Withdrawal of tender**

No tender can be withdrawn after submission and during tender validity period.

- 14 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

#### **15 Submission of tender/bid:-**

- 15.1 The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned in **Para 4.1** and the following:
- Forwarding letter of the tenderer.
  - Documents to be submitted as per checklist of documents
  - Scanned copy of Earnest Money Deposit & tender document fees.
  - The Bill of Quantities with prices quoted as mentioned.
- 15.2 Earnest Money and tender document fees shall be deposited in DFCCIL account & proof of transition along with transaction ID to be scanned & uploaded along with Tender document.

### **Bid opening and Evaluation**

#### **16 Opening of the tender**

- 16.1 Tenders will be opened on line at the address mentioned in “Notice Inviting Tender” in presence of tenderers or authorized representatives of tenderers who wish to

attend the opening of tenders. Bid of the bidders shall be opened on a subsequent date through process of e-tendering only, which will be notified to such bidders on line. The sequence of opening shall be :

- i) Earnest Money Deposit(EMD)
- ii) Technical detail.
- iii) Financial Bid.

- 16.2 Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.
- 16.3 Tenderer's name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

### **17 Clarification of the tenders**

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

### **18 Preliminary examination of bids**

- 18.1 The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- 18.2 Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.
- 18.3 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:
- i) That affects in any substantial way the scope, quality or performance of the contract.
  - ii) That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or
  - iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- 18.4 If a bid is not substantially responsive, it shall be rejected by the Employer.
- 18.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such

conditions/deviations/ reservations, the tender shall be treated as non responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

## **19 Evaluation and comparison of tenders**

- 19.1 In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in **Eligibility Criteria” and as given in Annexure-I of Notice Inviting E-Tender.** The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.
- 19.2 The Employer/Engineer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

## **20 Canvassing**

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

## **21. Right to accept any tender or reject all tenders**

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

22. If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer/Engineer shall deem such tender as invalid.

## **23. Award of Contract**

- 23.1 Employer/Engineer shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.
- 23.2 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer/Engineer and the contractor till such time the contract agreement is signed.

## **24 Help desk for E-Tendering**

- 24.1 For any difficulty in downloading & submission of tender document at website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), please contact at [tenderwizard.com](http://tenderwizard.com) helpdesk no. 011- 49424365 or cell no. 9599653865.
- 24.2 Bidder manual & system requirement is available on web site [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) for necessary help.

DETAILS OF SIMILAR WORKS COMPLETED IN LAST THREE YEARS											
S. No.	Description of the Work	Name and address of the Employer	Contract No. and date	Date of award of work	Stipulated date of completion	Date of actual completion	Value of completed work (In Lacs of Rs)	Reasons for delays, if any	Penalty ,if any, imposed for delay	Any other relevant information	Remarks
1											
2											
3											
4											

Note :

1. Please attach copies of the certificates issued by the Client.
2. Only those works shall be considered for evaluation for which copies of the certificates issued by the client are attached.



Format-II

<b>ANNUAL TURNOVERS FOR THE LAST 3 YEARS</b>				
<b>S. No.</b>	<b>YEAR</b>	<b>Turnover from similar nature of works (In lacs of Rs)</b>	<b>Turnover from all sources (In lacs of Rs)</b>	<b>Remarks</b>
1				
2				
3				
4				
5				

Note :

- 1 Please attach certified/attested copies in support of which, the attested certificate from Employer/Client, TDS certificate/Audited Balance Sheet/ P&L Account duly certified by Chartered Accountant etc.

**FORMAT-III**

**DETAILS OF ON GOING WORKS**

S. No.	Description of the Work	Name and address of the Employer	Contract No. and date	Date of award of work	Stipulated date of completion	Value of work as per order (In lacs of Rs)	Value of work completed so far (In lacs of Rs)	Anticipated date of completion of work	Any other relevant information	Remarks
1										
2										
3										
4										
5										
6										
7										
8										
9										



DFCCIL/ TDL/EN/VECHILE HIRING/ Kanpur (July-2018)

Note :

- 1.In case of joint venture, the information is to be furnished by both the partners-***Not applicable for this tender.***

# **(SPECIAL CONDITIONS OF CONTRACT)**

## **SPECIAL CONDITIONS OF CONTRACT**

### **1.0 INTRODUCTION:-**

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 associated with CPM unit.

CPM/Tundla unit have jurisdiction from Bhaupur to Khurja with it's CPM/Tundla unit at Agra. The fields units are at Aligarh, Etawah and Kanpur.

### **2.0 Definitions**

**2.1** In the Conditions of Contract, the following terms shall have the meanings assigned here under except where the context otherwise requires:

- i) "RAILWAY" shall mean the President of the Republic of India \_\_\_\_\_  
Railway authorized or any other officer of DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
- ii) "CHIEF PROJECT MANAGER" shall mean the officer in administrative in-charge of the project in charge of APL-1 section (Bhaupur –Khurja) and shall mean and include their successors, of the successor DFCCIL.
- iii) "DEPUTY CHIEF PROJECT MANAGER" shall mean the officer in charge of lotwise or department wise ( Engineering /S&T/Electrical/Finance department) of the DFCCIL and shall mean and include their successors of the successor DFCCIL.

- iv) PROJECT MANAGER/ DEPUTY PROJECT MANAGER / ASSISTANT PROJECT MANAGER shall mean the officer department wise (Engineering /S&T/ Electrical/ Finance Department) of the DFCCIL and shall mean and include their successors of the success of DFCCIL.
- v) "TENDER or BID" means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, or Consortium for the execution of the works.
- vi) "TENDERER" shall mean the person/ the firm or company whether incorporated or not who tenders for the work with a view to execute the works on contract with DFCCIL and shall include their personal representatives, successors and permitted assigns.
- vii) "WORKS" shall mean the works contemplated in scope and schedules set forth in the tender forms and required to be executed according to terms and condition mentioned.
- viii) "Bill of Quantities (B.O.Q.)"/ "Schedule of Rates" means list of items of work, their quantities and rates as accepted and forming part of contract agreement.
- ix) "EMPLOYER" means the Dedicated Freight Corridor Corporation of India Limited, A Govt. of India Undertaking (DFCCIL in abbreviation) acting through its Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.
- xi) "CONTRACT" shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Bid, and Instructions to the Tenders and other Tender Documents.
- xii) "CONTRACTOR" shall mean the person or firm, company, corporation, whether incorporated or not who enters into the contract with DFCCIL and shall include legal representatives of such individual or persons comprising such firm or company or successors of such firm or company as the case may be such individual, or firm or company.
- xiii) "ENGINEER OR ENGINEER IN CHARGE" means the Chief Project Manager of DFCCIL/ Tundla(Employer), or any other officer authorized by the Employer to act on his behalf and for the purpose of operating the contract. "Engineers Representative" shall mean officer authorized by DFCCIL in direct charge of works.
- xv) "ACCEPTING AUTHORITY" shall mean the Chief Project Manager/ Tundla of DFCCIL or any other officer authorized for dealing with the works for the purpose of this tender/Contract.
- xvi) Definitions mentioned in these tender documents elsewhere will be followed. In Case there is an ambiguity in any definition, the decision of CHIEF PROJECT MANAGER / Tundla / DFCCIL regarding the

interpretation shall be final and binding.

### **3.0 GENERAL DESCRIPTION OF SITE AREA & CLIMATIC CONDITIONS**

3.1 The tenderer/s are requested to visit the area of supply of vehicles and ascertain himself/themselves with the proposed works / services, surroundings and prevailing law & order conditions.

### **4.0 SCOPE OF WORK -**

4.1 The scope of works includes “**Hiring of Vehicles ( 02 nos. AC vehicle (Innova/similar type & 08 Nos. Non AC SUV type Vehicles) in connection with Bhaupur-Khurja Section APL-01 Project of DFCCIL of Kanpur office for the period of one year**”.

4.2 **The detailed scope of work is as under:-**

4.2.1 Supplying of vehicles on hire basis as per schedule of quantities (BOQ).

4.2.2 The period of hiring of vehicles will be for **the period of 12 (Twelve) months**

4.2.3 Hiring of vehicle shall be inclusive of all consumables required for running of vehicle, maintenance of vehicle (both preventive and breakdown)

4.2.4 The hiring of vehicle should be inclusive of skilled drivers with valid driving licenses.

4.2.5 The vehicle may have to go to all types of roads including kachha road etc. the vehicle shall also be required to go along the Railway embankment for approaching any desired km or site. Any excuses about condition/existence of the road will not be accepted.

4.2.6 The driver shall report to the concerned in charge to whom the vehicle is attached. The duty hours and KM shall be counted from the office of the concerned in charge on release of the vehicle for the day. In case of situation where this is not applied. The concerned in charge to whom the vehicle is attached shall decide the count of duty hours and KMs for both reporting and release of the vehicle.

4.2.7 The vehicle shall be available on all days of the month continuously, if required. Normal duty of driver shall be for **12** hours in day. Normal working hours shall be advised by the concerned in charge to the driver. The driver of the vehicle shall keep himself in contact with the concerned in charge.

4.2.8 The contractor shall ensure that all the meters particularly the odometer/speedometer and other devices of vehicle are always in working condition. In case if any defects are pointed by the DFCCIL’s authority the same shall be immediately rectified by the contractor so that the DFCCIL’s work does not hamper & decision of concerned in-charges shall be the final and binding on the contract.

4.2.9 Vehicle should have permit for **UP, Haryana & Delhi**. If the permit for

these states is not available, then the contractor at his own cost, as and when required, shall obtain the same.

**4.2.10** Contractor must give contact number available at the place where the vehicle is required to be based so that he can be contacted round the clock.

**4.2.11** All items incidental to above. The cost of all the above items shall be deemed to be included in the rate quoted by the agency

## **5.0 TIME SCHEDULE**

### **5.1 TIME OF START AND COMPLETION**

**5.1.1** The time allowed for providing vehicles is **12 (Twelve) months.**

**5.1.2** The Contractor shall be expected to mobilize and commence supply of vehicle on hire immediately after receipt of order to that effect.

**5.1.3** If the Contractor commits defaults in supplying vehicles on hire as foretasted, DFCCIL shall without prejudice to any other right or remedy, be at liberty to forfeit fully the Earnest Money Deposit and retention money along with Performance Guarantee of the Contractor.

## **6.0 VEHICLES**

**6.1** Vehicles provided shall not be registered before July 2016 from issuance of LOA and shall use diesel/ petrol only as fuel with proper entries in RC book. If any vehicle provided to DFCCIL is found to be using any other fuel except the one declared, the Contract shall be liable to be terminated forthwith and further action under the terms and conditions of the contract.

**6.2** 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 and vehicle should be registered as commercial vehicle. 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.

**6.3** 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.

**6.4** All the Vehicle(s) shall always carry first aid box and mandatory spares vis. Tool box/Kit, Fuses, Spark plugs, fan belts, fire extinguisher, spare tyre etc.

**6.5** Vehicle provided shall be maintained in a very good working condition all



the time and should not warrant for frequent repairs or break down.

- 6.6 At any point of time, the vehicle should have quantity of fuel sufficient to travel to and fro up to farthest location. Moreover, the driver should also be provided with sufficient funds to pay for toll charges and refuel the vehicle during emergency. If the vehicle is not having sufficient fuel and driver is also not provided with sufficient funds for refueling the vehicle and for completion of journey, the DFCCIL official will have option to either refuel the vehicle or hire a taxi at the cost of agency, in addition to recovery of such cost for the bill, the agency will also be penalized as per Clause No 16.0 of Special Condition of Contract of the tender document for each such cases. The decision of DFCCIL will be final and binding on the agency.
- 6.7 All kinds of repairs/maintenance costs, charges of fuels, oil, lubricant, mobile phone charges, fee towards licenses/registration taxes, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration.
- 6.8 If the vehicle does not report at the requisitioned place and time as per roaster, then for delay in reporting up to half an hour, the penalty will be imposed as per Clause No 16.0 of Special Condition of Contract of the tender document. However, if the reporting of vehicle gets delayed by more than half an hour as per roaster, the penalty will be imposed on the agency as per Clause No 16.0 of Special Condition of Contract of the tender document. The decision of DFCCIL will be final and binding on the agency.
- 6.9 If the reported vehicle is not found in good condition, the vehicle may be rejected and sent back and DFCCIL Official will have liberty to hire appropriate vehicle from the market at the cost of agency, which will be deducted from the bills. The vehicle will also be considered marked absent for that day and will be penalized at per Clause No 16.0 of Special Condition of Contract of the tender document. The decision of DFCCIL will be final and binding on the agency.
- 6.10 In case of breakdown of the vehicle during the course of journey, the contractor shall provide the replacement (of same class or superior 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. The decision of DFCCIL will be final and binding on the agency.
- 6.11 Good quality seat covers and curtains shall be provided and the same will be regularly cleaned by the contractor at his own cost. Vehicle will be kept properly cleaned daily.
- 6.12 If a vehicle is out of order or under schedule maintenance, an alternative vehicle with same or superior class should be made available, failing which

the vehicle will be marked absent and DFCCIL will be entitled to hire any vehicle in lieu of same and the amount thus incurred shall be recovered from the bills of the contractor. The decision of DFCCIL will be final and binding on the agency.

## **7.0 Drivers**

- 7.1 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 Agra, Firozabad, Aligarh , Hathras, Kanpur, Auriya & Etawah. All the paper for vehicle like registration papers, insurance papers, certificate towards payment of road tax etc. shall be readily available with driver.
- 7.2 The contractor shall provide mobile phone in perfect working condition to drivers of the vehicles. No separate payment shall be made by DFCCIL for the mobile phones.
- 7.3 The contractor/service provider shall ensure himself about the antecedents of the driver deployed for duty. The contractor shall be completely responsible for safe running of vehicle.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 No change of driver(s) will be allowed normally without the prior permission of DFCCIL.
- 7.8 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, PF, Contract Labour and Abolition Act etc.
- 7.9 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.

- 7.10 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.
- 7.11 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.
- 7.12 Contractor will provide police verification of drivers after issue of LOA.

## **8.0 PRICES AND PAYMENT TERMS**

- 8.1 The schedule of Items, rates and Quantities (BOQ) as given in Tender Document has been priced by DFCCIL taking all aspects and conditions of work into proper consideration and the unit rates arrived are given for information of the tenderers. The tenderers are to quote their rates in figures as well as words as a percentage ABOVE, BELOW or AT PAR with the total sum arrived by DFCCIL for **Schedule "A" and Schedule "B, rate mentioned in Schedule. "C" remain fixed and paid as per actual.**
- 8.2 **It is to be understood that the percentages quoted by the tenderer as ABOVE, BELOW, AT PAR with DFCCIL's Schedule "A" and Schedule "B", prices shall be applied equally for each and every item of the Schedule "A" and Schedule "B", of items rates and quantities (BOQ) to represent the items rates of the tenderer.** The items rates as derived above will form the basis of payment for such items under this contract. The percentage quoted by the tenderer should take into account and include the cost of all works incidental to their execution.

## **9.0 PAYMENT TERMS**

- 9.1 The driver will have to maintain the log book in prescribed format based on actual usage & get the log book signed from the official, whom the vehicle has been allotted on daily basis. The billing will be done on monthly basis; bills preferably typed and in triplicate, in connection with the service and log books shall be submitted to DFCCIL in the 1st week of each month. Payment will be made after verification by DFCCIL. Complete details regarding Service Tax/ GST registration number, PAN No, Bank detail should be printed on Contractor Bill.
- 9.2 **Taxes and Duties:-**

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 contracts tax, local tax and other Government tax except service Tax/ GST. The Service Tax/ GST liability on the contractor shall be governed by the clause no 9.3 of tender document. Any Violation in the legal provisions of taxes, duties, permit & fees, carried out by the contractor and detected subsequently shall be the sole responsibility of contractor and his legal heirs.

All the taxes & duties levied by the state & central Government & by the local bodies shall be fully borne by the contractor & 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 own any claim 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 facts in mind.

### 9.3 **Levy of services Tax/ GST:-**

- a. Services Tax/ GST, as admissible shall be paid extra as applicable on submission of proof of depositing the same to the concerned Govt Authority. Any modification in tax provision in future by Govt. will be binding on the contractor and DFCCIL with immediate effect
- b. Service Tax registration certificate/ GST Registration number should be provided by the contractor to DFCCIL & registration number must be mentioned in each invoice.

### 9.4 **MODE OF PAYMENT:**

**All payments to the Contractors shall be made through Electronic Clearing System (ECS)/NEFT/RTGS.**

### 10.0 **Vehicle Insurance & Statuary Requirements**

The vehicle provided to DFCCIL must be fully & comprehensively insured covering the risk to the Driver & all passengers also. The insurance shall protect the contractor & DFCCIL against all risk, claims for loss, injuries, disabilities, diseases and death of member of public including DFCCIL persons and damage to the property of others arising from the use of motor vehicle during operation respective of the ownership of such vehicles.

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 & the contractor shall be indemnify & shall always keep DFCCIL indemnified against any liability falling on DFCCIL due to non compliance of Statutory obligation by the contractor or any of it's agents/ servants/ drivers or for any reason what's so ever. The contractor/ agency will be responsible for the conduct of their staff.

The contractor shall at all times indemnify the DFCCIL administration against all claims which may arise due to accidents or otherwise or due to breach of the terms and conditions mentioned herein/ owing to any sort of act or commissions on the part of the contractor during the currency of this contract.

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 entitle to deduct from any sum of money due or payable to the contractor for the amount of compensation thus payable under the terms of Sections 12 of the said act together with all or any cost incurred by the DFCCIL administration in such connection & the contractor further agrees that the decision of the DFCCIL w.r.t. the amount of such indemnify shall be acceptable by him finally.

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.

### **Defence of Suit**

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

## **11.0 VARIATION IN QUANTITY FOR WORKS / SERVICE**

Such variations in quantities shall be paid for in the manner laid down below:

- (a) Operation of an item by more than 125 % of an agreement quantity needs approval of competent authority. Quantities operated up to 125 % of the agreement quantity of concerned item shall be paid at the rate awarded for that item in the particular tender.
- (b) Quantities operated in excess of 125 % but up to 140 % of the agreement quantity of concerned item shall be paid at 98 % of the rate awarded for that item in that particular tender.
- (c) Quantities operated in excess of 140 % but up to 150 % of the agreement quantity of concerned item shall be paid at 96 % of the rate awarded for that item in that particular tender.
- (d) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances and shall be paid 96 % of the rate awarded for that

item on the overall contract value.

- (e) Decrease in quantity of individual items up to 50% due to site conditions shall not be ground for revision of rates or claim on this account. Decrease in individual items beyond 50 % rate shall be negotiated between the Engineer and the Contractor.
- (f) The above limit for variation of rates according to increase /decrease of quantity shall not be applicable for item C of accepted financial offer.

## 12.0 PRICE VARIATION CLAUSE:

Price variation on acceptable rates will be considered due to the increase/ decrease in the Price of the fuel in the manner as mentioned in below

paragraph. Price of non branded Diesel by Indian Oil Corporation Limited at Lucknow on the date of submission of tender will be considered as Base price for Price variation calculation. Price of Non Branded Diesel by Indian Oil Corporation Limited for considering for price variation purpose shall be applicable on the last day of the calendar month only. The revision shall be effective for next billing cycle.

- i. In case of increase/ decrease in price of non branded diesel (at Lucknow) is less than 10 % (at a time or with commutative effect) of the base price, no variation shall be applicable on the accepted rates.
- ii. In case of increase / decrease in the price of non branded diesel (at Lucknow) for more than or equal to 10% (Ten) (at a time or with commutative effect) of the base price, price variation @2.5% (Two Point Five) (Increase/ Decrease) per day per vehicle for item No A(1) of accepted financial offer will be effected for calculation of rate.
- iii. No Price variation will be calculated for item B & C of accepted financial offer.

## 13.0 RETENTION MONEY:

Retention money for all contracts shall be recovered from on account/ final bills of the Contractor at 10% of gross value of each bill after adjusting EMD amount till the amount so recovered including EMD amount adds up to 5% of the contract value of the work etc. variation and extra work.

No interest shall be payable to the Contractor on the amount towards retention money.

## 14.0 RELEASE OF RETENTION MONEY:

- i) The Retention Money shall be released to the Contractor after preparation of final bill and acceptance of the same by the Contractor after the physical completion of work based on the completion Certificate issued by the competent authority stating that

the contractor has completed the work in all respect satisfactorily.

- ii) If requested by the Contractor, 50% of the Retention money may be released on deduction of retention money reaching 5% of the contract value against submission of Bank Guarantee for an equivalent amount by the Contractor in the prescribed Performs from any scheduled Bank. This Bank Guarantee shall be kept valid till the period of three months beyond the expiry of Defect Liability Period. Fixed Deposit Receipt (FDR) from a scheduled bank endorsed in favour of the Employer can be submitted by the Contractor in lieu of the Bank Guarantee for release of 50% Retention Money. In case of the requirement, the Bank Guarantee/FDR shall be extended by the contractor, for the period as directed by the Engineer/Employer.

#### **15. 0 PERFORMANCE BANK GAURENTEE.**

- a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 15 (fifteen) days and up to 60 (sixty) 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% (Fifteen) per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 (sixty) days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. First on A/C bill be released after submission of PBG and signing of contract agreement.
- b) The successful bidder shall submit a Performance Guarantee (PG) in the form of Irrevocable Bank Guarantee or Fixed Deposit Receipt (FDR) (free from any encumbrance) endorsed/ pledged in favour of DFCCIL amounting to 5% of the contract value.
- c) The Performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. This PG shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 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.

- e) 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.
- f) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.
- g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:
  - i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - ii) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
  - iii) The contract being determined or rescinded under provision of the GCC /SCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of DFCCIL.

## **16.0 NON-PERFORMANCE OF THE CONTRACT CONDITIONS-**

### **16.1 PENALTY**

For non-performance on the part of contractor, apart from actions to be taken as per tender conditions, the Contractor is liable to be penalized as per the following:-

- 16.1.1 In case, if the vehicle is not provided/vehicle not turned up for duty, any day, the vehicle will be marked absent and the contractor will be penalized Rs 4000 per day. Further, if vehicle/taxi is hired by DFCCIL in lieu of same, the cost of hiring of such vehicle/taxi shall be recovered from the bill of contractor.
- 16.1.2 If the vehicle does not report at the requisitioned place and time as per roster, then for delay in reporting upto half an hour, the penalty on the agency will be imposed Rs 200 per incident.
- 16.1.3 If the reporting of vehicle gets delayed by more than half an hour as per roster, the penalty will be imposed on the agency will be imposed as under:-



- a) If the vehicle is used by the DFCCIL, the penalty will be imposed on the agency will be Rs 2000/- for each such incident.
- b) If the vehicle is rejected by the DFCCIL, the vehicle will be marked absent and penalty will be imposed as per Clause 16.1.1
- c) If the vehicle is rejected by the DFCCIL and vehicle/taxi is hired in lieu of same, the cost of hiring of such Vehicle/Taxi shall be recovered from the bill of agency apart from the vehicle will be marked absent and penalty will be imposed as per Clause 16.1.1

16.1.4. If the reported vehicle is not found in good condition, the vehicle may be ejected and sent back and DFCCIL Official will have liberty to hire appropriate vehicle from the market at the cost of agency, which will be deducted from the bills. The vehicle will also be considered marked absent for that day and will be penalized of Rs 4000 per incident.

16.1.5. If the vehicle is not having sufficient fuel and driver is also not provided with sufficient funds for refueling the vehicle and for completion of journey, the DFCCIL official will have option to either refuel the vehicle or hire a taxi at the cost of agency, in addition to recovery of such cost for the bill, the agency will also be penalized Rs 2000/- per such incident.

16.1.6 If the agency is found using the vehicle for any other purpose other than DFCCIL, for each such incident, he will be penalized for Rs 3000/- per each such incident.

16.1.7 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.

## 16.2 **METER TEMPERING**

16.2.1 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.

16.2.2 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.

In case of any dispute of any kind and in any respect whatsoever, the decision of **Chief Project Manager/TDL** shall be final and binding.

#### **17.0 FORCE MAJEURE CLAUSE**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) hastaken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **18. SETTLEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES**

##### **18.0 Matters finally determined by the DFCCIL**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Director /General Manager/CPM, DFCCIL and the Director/General Manager/CPM, DFCCIL shall within 120 days after receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matter for which provision has been made in clauses or in any special clause of the conditions of the contract shall be deemed as „excepted matters“ (matters not arbitrable) and decisions of the DFCCIL authority, thereon shall be final and binding on the contractor; provided further that „excepted matters“ shall stand specifically excluded from the purview of the arbitration clause

##### **18.1 Demand for Arbitration:-**

**18.1.1** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the DFCCIL of any certificate to which the contractor may claim to be entitled to, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, but except in any of the „excepted matters“ referred to in clause 18.0 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

- 18.1.2** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.
- 18.1.3**
- (a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the DFCCIL.
  - (b) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
  - (c) The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
  - (d) The place of arbitration would be New Delhi
- 18.1.4** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 18.1.5** If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways/DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.
- 18.2**      **Obligation during Pendency of Arbitration:–**
- Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the DFCCIL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.
- 18.3**      **Appointment of arbitrator**
- 18.3 (a)(i)** In cases where the total value of all claims in question added together does not exceed Rs.25,00,000 (Rupees Twenty five lakhs only), the Arbitral tribunal shall consist of a sole arbitrator nominated by the MD/DFCCIL The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitrator is received by MD/DFCCIL .

- 18.3(a)(ii)** In cases not covered by the clause 18.3(a)(i), the Arbitral Tribunal shall consist of a Panel of three officials, as the arbitrators. For this purpose, the DFCCIL will send a panel of more than 3 names of DFCCIL officers which may also include the name(s) of Officer(s) empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL. Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the „presiding arbitrator“ from amongst the 3 arbitrators so appointed. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. Whilenominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of selection grade of accounts department shall be considered of equal status to the officers in SA grade of other department of DFCCIL for the purpose of appointment of arbitrator.
- 18.3(a)(iii)** If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD/DFCCIL fails to act without undue delay, the MD/DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- 18.3 (a) (iv)** The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the arbitral Tribunal to make the award without any delay. The arbitral Tribunal should record day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
- 18.3 (a)(v)** While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as DFCCIL servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of

his/their duties expressed views on all or any of the matters under dispute.

**18.3 (b)(i)** The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

**18.3 (b)(ii)** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of a specific point of award to tribunal within 60 days of receipt of the award.

**18.3 (b)(iii)** A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

**18.4** In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

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

**18.6** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties.

**18.7** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.

## **19.0 SAFETY PRECAUTIONS TO BE TAKEN AT WORK SITE.**

The contractor shall not allow any road vehicle belonging to his or his Contractors etc. to ply in railway land next to the Railway line. If for execution of certain works, viz., earthwork and transportation of materials etc. road vehicles are necessary to be used in railway land next to the railway line the contractor shall apply to the Engineer-in-charge for permission giving the type and number of individual vehicles, names and license particulars of the drivers location duration and timings for such works/movement. The Engineer-in-charge or his authorized representative will personally counsel, examine and

certify the road vehicle drivers, contractor's flagmen and Supervisor and will give written permission giving names of road vehicle drivers, contractor's flagmen and supervisor, to be deployed on the work, location, period and timing to the work. This permission will be subject to the following obligatory conditions.

- i) Road vehicles can ply along the track after suitable cordoning of track with minimum distance as per site condition and instructed by Engineer from the center of the nearest track. For ply of road vehicles during night hours, adequate measures to be communicated in writing along with a site sketch to the contractor/contractor's representative and controlling engineers/supervisors in charge of the work including officers and the in-charge of the sections.
- ii) Nominated vehicles and drivers will be utilized for work in the presence of at least one flagmen and one supervisor certified for such work. The flagmen/supervisor as required shall be arranged by contractor and no separate payment shall be made for this.
- iii) The Contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to this equipment and men and also damages to railway and its passengers.
- iv) Engineer-in-charge may impose any other conditions necessary for a particular work or site.

## **20.0 ORDER OF PRIORITY OF CONTRACT DOCUMENTS:**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- i) The Contract Agreement.
- ii) Letter of Acceptance.
- iii) Form of bid
- iv) General Information
- v) Notice Inviting Tender ( with Annexes )
- vi) Instructions to Tenderers
- vii) Special Conditions of Contract
- viii) Annexures

- ix) Bill of Quantities (BOQ)
- x) General Conditions of Contract

**21.0 Jurisdiction of Courts**

In case of any disputes/differences between contractor & DFCCIL the jurisdiction shall be of Agra Courts only.

- 23.0** In case of any deviation in downloaded copy of the tender documents, the Master Copy kept in the office of Chief Project Manager/TDL/ DFCCIL, will prevail and the interpretation of CPM/ TDL will prevail.

# (ANNEXURES)



**ANNEXURE – A**

**CERTIFICATION OF FAMILIARISATION**

- A.** I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:
- a) Topography of the Area.
  - b) Availability of local drivers of vehicles and their rates.
  - c) Availability of fuel and lubricants.
  - d) The existing roads and access to the site of work.
  - e) Availability of space for parking of vehicles, etc.
  - f) Climatic condition and law & order situation in project area.
- B.** I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising Instructions to the Tenderers, General Conditions of the Contract, Special Conditions, special terms and conditions apart from information conveyed to me/us through various other provisions in this tender document.
- C.** I/We have quoted my / our rates as „Percentage above / below / at par “of total cost as per Schedule of Items Rates and Quantities (BOQ) **in Schedule “A” and Schedule “B”**, taking into account all the factors given above.

**(Signature of Tenderer/s)**

**ANNEXURE – B**

**SUPPLEMENTARY AGREEMENT**

Articles of Agreement made on this ..... in the year ..... and between DFCCIL acting through the Chief Project Manager hereinafter called as one party and ..... of the second part.

Where the party hereto of the second part executed an agreement with the party hereto of the first part being agreement No. .... dated ..... for the performance of ..... herein called the principal agreement.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on ..... “date last extended” and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part and whereas the party hereto of the first part already made payments to the party hereto of the second part diverse sums from time to time aggregating to **Rs.** ..... including the final bill bearing voucher No. .... dated ..... (the receipt of which is hereby acknowledged by the party hereto of the second part) in full and final settlement of all his claim under the principal agreement.

Now it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including / excluding security deposit, the party hereto of the second part have no further dues / claims against the party hereto of the first part under the said principal agreement.

It is further agreed by and between the parties that they party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said principal agreement.

It is further agreed and understood by and between the party that in consideration of the payment already made under the agreement the said principle agreement shall finally discharged and rescinded all the terms and conditions including the arbitration clause.

It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and / or shall seems to be non existent for all purposes.

Signature of the Tenderer/s

For & on behalf of

Witness of the signatures

Witness .....

1.

2.

**ANNEXURE-C**

**UNDERTAKING BY TENDERER**

1. Being duly authorized to represent and act on behalf of ..... and having fully understood all the tender conditions and requirements for fulfilling eligibility criteria including residual / available bid capacity, the undersigned hereby declare that:
  - i) The information / statements given in support of technical and financial capability as per para 1.0 A. B and C of Annexure-I of NIT of tender document are true and correct in every detail.
  - ii) This tender offer is made in the full understanding that:
    - a) All information / documents submitted along with tender offers by tenderer/s will be subject to verification by DFCCIL or its any authorized representative who may conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with the tender offer and to seek clarification from our bankers, clients regarding any financial & technical aspects;
    - (b) In the event that the information/document submitted is found to be false or misleading, the tender shall be disqualified and the earnest money deposited shall be forfeited.
2. The client reserves the right to:
  - (i) Reject or accept any application, cancel the tender and reject all applications.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
For & on behalf of  
Name of Firm/Company/JV

**ANNEXURE-D**

(Guarantee –Bond offered by bank to DFCC in connection with the execution of Contracts) (SD)

**GUARANTEE BOND FORMAT**  
(To be used by approved Schedule Banks)

1. In consideration of the Employer DFCCIL (herewith called “ The Employer”) having agreed to exempt \_\_\_\_\_(hereinafter called “ The said Contractos(s)”) from the demand, under the terms and conditions of an Agreement No..... dated \_\_\_\_\_made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_(hereinafter called the “ The Said Agreement “) of **security deposit** for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a 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 undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.
2. 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 a demand from the DFCCIL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DFCCIL by reason of any 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 said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the Employer any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/ Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present is being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharges of our liability for payment hereunder the Contractor(S)/Supplier(s) shall have no claim against us for making such payment.
4. We \_\_\_\_\_(indicate the name of 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 and



that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_the Employer/DFCCIL certify that terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the \_\_\_\_\_, we shall be discharged from all liability under this Guarantee thereafter.

5. At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the Contractor.
6. We \_\_\_\_\_(indicate the name of Bank) further agree with the DFCC that the DFCC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time to time any of the powers exercisable by the DFCCIL against the said Contractor(s) and to forbear or enforce any of 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 said Contractor(s) or for any forbearance, act or omission on the part of the DFCCIL or any indulgence by the DFCCIL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).
8. We \_\_\_\_\_, (indicate the name of Bank) lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the DFCCIL in writing.

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

Name: -----  
Designation: -----  
Address:

Witness:

1. Name:.....  
Designation:.....  
Address:
2. Name:.....  
Designation:.....  
Address:.....

**ANNEXURE-E**

**Format of Bank Guarantee for Performance Security**

Bank Guarantee No. : ..... Dated : .....

To,  
Dedicated Freight Corridor Corporation of India Limited  
Metro Station Building Complex 5<sup>th</sup> Floor,  
Pragati Maidan, New Delhi

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

This deed of guarantee made this day of \_\_\_\_\_ Between \_\_\_\_\_ (Name of Bank) having registered office at \_\_\_\_\_ (hereinafter referred to as "Bank") of the one part, and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the "Client") of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the Contract") to \_\_\_\_\_ (Name of the Firm/ Consultant) having its registered office at \_\_\_\_\_ (hereinafter called the Firm/ Consultant).

AND WHEREAS the Firm/ Consultant is bound by the said Contract to submit to the Client an irrevocable performance security guarantee bond for a total amount of Rs. \_\_\_\_\_ (Rupees Amount in words).

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

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

We ----- (indicate the name of Bank), further undertake to pay to the Employer any money so demanded not withstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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

We------(indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till at all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by -----

(Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Not with standing anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing , thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

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

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

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

The expression “The Employer”, “The Bank” and “The Contractor” hereinbefore used shall include their respective successors and assigns.

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

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. ----- (in words).



- ii) This Bank Guarantee shall be valid up to -----, unless extended on demand by Employer.
- iii) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before-----

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

Bank Seal

Signature of Bank Authorize Official with Seal

Name :-----

Designation:-----

Address :

Witness:

1. Name :.....  
 Designation :.....  
 Address :

2. Name :.....  
 Designation:.....  
 Address :.....



**ANNEXURE-F**

**FORM OF AGREEMENT**

(To be executed on requisite value of stamp Papers)

**AGREEMENT**

**THIS AGREEMENT** made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between, **DFCCIL** , \_\_\_\_\_ (address). (Hereinafter called “the Employer/ Engineer”) of the one part and \_\_\_\_\_ (name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz. **Contract No.** \_\_\_\_\_ (hereinafter called “the works, and has accepted 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:**

- 1.0 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.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this Agreement: -
  - i) The Contract Agreement.
  - ii) Letter of Acceptance.
  - iii) Form of bid
  - iv) General Information
  - v) Notice Inviting Tender ( with Annexes )
  - vi) Instructions to Tenderers
  - vii) Special Conditions of Contract
  - viii) Annexures
  - ix) Bill of Quantities (BOQ)
  - x) General Conditions of Contract
- 3.0 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4.0 The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the authorized signatory)	(Name, Designation and address of the authorized signatory)
Signed for and on behalf of the Contractor in the presence of:	Signed for and on behalf of the Employer in the presence of:
<i>Witness:</i>	<i>Witness:</i>
1.	1.
2.	2.

Name and address of the witnesses to be indicate.

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on----- day of the month of----- 20xx, 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 or behalf of the President of India.

NOW, THEREFOR,

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

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

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

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the CLIENT**

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour 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) in reported by the [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

### **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 committee 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 disfavor to any person in relation to the [B] or any other [B] with the Government.

- 3.3 \* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.4 \* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder"s firm, the same shall be

disclosed by the [A] at the time of filling of tender.  
The term „relative“ for this purpose would be as defined in section 6 of the companies act 1956.

- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any 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 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 While submitting commercial bid, the [A] shall deposit an amount \_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:-
- i. Bank draft or a pay order in favor of \_\_\_\_\_.
  - ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.
  - iii. Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.
- 5.3 In case of the successful [A] a clause would also be incorporated in the article pertaining to performance Guarantee in the [B] that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by 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 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 provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
  - (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by 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 a view to securing [B] the contract.
- (ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the 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 of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. 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/system or sub systems way supplied by [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. Independent Monitors**

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (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 proposal 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 and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the [B].

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

13. The parties hereby sign this integrity pact at ..... on  
.....

CLIENT  
Name of the officer  
OFFICER  
Designation  
Deptt./Ministry/PSU

BIDDER  
CHIEF EXECUTIVE

Witness

witness

1. .... 2. ....

Note:

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

[B]- To be replaced by contract/supply contract/consultancy contract/works contract as the case may be.

# **(GENERAL CONDITIONS OF CONTRACT)**

## **GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract July 2014 (Part-II) of the Indian Railways shall be followed with latest correction slips and amendments issued from Indian Railways.

The General Conditions of Contract July 2014 (Part-II) of the Indian Railways, along with latest correction slips and amendments, will form part of the tender/contract documents.

In case, there is an ambiguity in any definition, the decision of DFCCIL regarding the interpretation shall be final and binding.

Wherever there is conflict in any condition between GCC and special condition mentioned in tender documents. The condition mentioned in special condition of contract will prevail. However Engineer-in-charge's decision in this connection shall be final and binding.

# FINANCIAL OFFER

Sr. No.	Description	Unit	Qty. reqd. (per month)	Period (Months)	Estimated rates/Amount	
					Rate (Rs.)	Amount (Rs.)
<b>(A)</b>	<b>Hire Charges &amp; Cost of HSD</b>					
	Monthly Hire charges for providing 2x2 wheel drive vehicles( Not manufactured before 2016), on monthly rental basis including cost of Driver, all maintenance & Repair of Vehicle etc. for movement of Officers / Staff from Guest House to Offices, Various work sites & offices and back and for any other purpose as may be decided by the concerned Officer/Staff for 12 hours a day and up to 4000 Kms & 312 hours per month. The rates should be inclusive of all taxes, duties, insurance (Including Comprehensive Insurance covering all passengers as mentioned in RC),etc except Toll tax & Parking , complete as required for running of vehicle on contract in the State of Uttar Pradesh and any other places as required as a complete service and as per the instructions of Engineer-in-charge.					
1	Specious Powered SUV A.C. Vehicle (make- Innova /OR equivalent as directed by the Engineer In- charge)	Nos.	2	12	57827.43	1387858.2
2	Non A.C. Vehicle(Make- Mahindra Scorpio,Mahindra Xylo,Maruti Ertiga and Or/equivalent as directed by Engineer Incharge)	Nos.	8	12	46789.2	4491763.2
	<b>Sub Total (A)</b>					<b>5879621.4</b>

<b>(B)</b>	<b>Extra Charge for Running of Vehicle</b>					
1	Extra Charge for Running of Vehicle per Km over Item no A above for A.C. & Non A.C Vehicle above	Per Km	10000	12	7.69	922800
2	Rent of additional hours for vehicle to be hired under item no A above	Per Hour	1000	12	11.32	135840
	<b>Sub-Total (B) (1+2)</b>					<b>1058640</b>
<b>C)</b>	<b>Misc. Expenses like Night Halt Charges and Toll Tax etc.</b>					
1	Night Halt Charges for site outside the place where the vehicle is based. Extra hour payment as per item no B(2) of schedule will be made only up to the time when the vehicle is used before the driver is permitted to take rest. (approx with in the area the halts per vehicle in the month: 10 halts X 1 vehicle = 10 except at halt)	Per Night Halt	100	12	200	240000
2	Extra cost paid on Sunday/ Gazetted holiday, contractor shall have provide suitable substitute drivers for ensuring stipulated weekly rest to regular drivers as per extant labour law for which no extra payment will be made.	Per day	40	12	150	72000
<b>D</b>	<b>Sub-Total (C) (1+2)</b>					<b>312000</b>
<b>E</b>	<b>Sub Total (B)</b>					<b>1058640</b>
<b>F</b>	<b>Sub Total (A)</b>					<b>5879621.4</b>
<b>G</b>	<b>Total</b>					<b>7250261.4</b>
<b>H</b>	<b>Say Total Cost in Rs.</b>					<b>7250261</b>

Estimated cost - Rs. Seventy two lakhs, fifty thousands, two hundred sixty one only.

Signature of tenderer with seal

**Quoting of rates**

1. Tenderer should not quote for individual items.
2. Tenderer should quote % age above(.....)(.....in words) or below (.....)(.....in words) or at par..... to the total Cost item (A+B) only of above schedule. Write the percentage both in figures and words
3. Rate mentioned in item C of above schedule is fixed.
4. **Parking/ toll tax/state entry tax** is paid as per actual on submission of documentary evidences.
5. Tenderer must sign the following certificate.  
**I/We offer and agree to execute the above work at rate uploaded on Line at [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) through digital Signature.**

**Signature of tenderer with seal**