

**Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**



**डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.**

**Dedicated Freight Corridor Corporation of India Ltd.**

(भारत सरकार का उपक्रम)

(A Government of India Enterprise)  
, 4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavun  
(Sardar Sarovar Narmada Nigam Ltd.,)  
Channi Jakat Naka, Vadodara - 390 002

**TENDER DOCUMENT**

**Tender No.:** Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"

**NAME OF WORK:** : Hiring of ONE number of SUV type AC field vehicle i.e. Tavera or similar model hiring for Twelve months for the use of CA & LAO, Anand under the jurisdiction of CPM/Vadodara.

Approximate cost of work	: Rs.4,70,200.00
Earnest money	: Rs. 9,404.00
Completion period	: (Twelve months)
Tender closing date and time	: 06.06.2014 at 15:00 hours
Tender opening date and time	: 06.06.2014 at 15.30 hours

**NOTE TRANSFERABLE**

Issued by: **Chief Project Manager,**

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED;

4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavun (Sardar Sarovar Narmada Nigam Ltd., Office)  
Channi Jakat Naka, Vadodara - 390 002

Issued to : M/s .....

.....

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4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavun

(Sardar Sarovar Narmada Nigam Ltd. Office), Channi Jakat Naka, Vadodara – 390 002

To,  
Chief Project Manager  
DFCCIL,  
Vadodara

**Forwarding letter by Tenderer**

**Tender No.:** "DFCC/BRC/Vehicle hiring/2013-14/19 "

**NAME OF WORK:** Hiring of ONE number of SUV type AC field vehicle i.e. Tavera or similar model hiring for Twelve months for the use of CA & LAO, Anand under the jurisdiction of CPM/Vadodara.

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

2. A sum of Rs. 9,404.00 (Rupees Nine Thousand Four Hundred Four Only) has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:

(i) I/We do not execute the contract agreement within **7 days** of issue of the acceptance letter by the DFCCIL Administration that such documents are ready. OR

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

3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Witness

## Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"

### SECTION- 1

#### INSTRUCTION TO TENDERER(S)

**Tender No.:** "DFCC/BRC/Vehicle Hiring/2013-14/19"

**NAME OF WORK:** Hiring of ONE number of SUV type AC field vehicle i.e. Tavera or similar model hiring for Twelve months for the use of CA & LAO/Anand, under the jurisdiction of CPM/Vadodara.

#### GENERAL INSTRUCTION

DFCCIL invites open tender for the work of Providing 01 (One) number of AC field vehicle i.e. Tavera or similar model in price for 12 months for use of CA & LOA / Anand in the jurisdiction of Chief Project Manager/DFCCIL/Vadodara." Vehicles will normally be required to run within Gujarat State.

1.1 Key details of the tender are as under-

Tender No.	DFCC/BRC/Vehicle hiring/2013-14/19 "
Name of Work	Hiring of ONE number of SUV type AC field vehicle i.e. Tavera or similar model hiring for Twelve months for the use of CA & LAO, Anand under the jurisdiction of CPM/Vadodara.
Estimated Cost of Work	Rs 4,70,200.00 ( Rs Four Lakhs Seventy Thousand Two Hundred Only)
Completion Period	One years
Cost of tender document	Rs 1,000/- ( Rs One Thousand only)
Last date and time of receipt of Application	Up to 14:00 hrs of 06.06.2014
Last date and time of issue of tender document	Up to 14:30 hrs of 06.06.2014
Type of bid	Open tender, single packet
Earnest Money	Rs 9,404.00 ( Rs Nine Thousand Four Hundred four only)
Last date and time of submission of bid	up to 15:00 Hrs. of 06.06.2014
Date and time of opening of bid	06.06.2014 at 15.30 hrs.
Validity of Offer	90 Days from the date of opening of tender
Authority and place for purchase/ submission of tender document & address for Communication	Office of Chief Project Manager; DFCCIL 4 <sup>th</sup> Floor, A Block, Narmada Nahar Bhavun, (Sardar Sarovar Narmada Nigam Ltd. Office), Channi Jakat Naka, Vadodara - 390 002

1.2 Cost of tender form Rs. 1,000/- ( Rs One thousand only) is to be submitted in the form of demand drafts/bankers cheque from any nationalized bank or a Scheduled Bank in favor of DFCCIL payable at Vadodara .

1.3 Tender documents are also available on the official web site of DFCCIL i.e. [www.dfccil.org](http://www.dfccil.org) In case of documents downloaded from internet, cost of tender forms in Para 1.2 above shall be submitted along with offer. Offers not accompanied by cost of tender form will be summarily rejected.

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### **2.0 SCOPE OF WORK in Brief**

The contractor will be required to provide 01 (One) number of vehicle i.e. One (01) number of AC field vehicle i.e. Tavera or similar model in price in perfect condition with fuel & other consumables, maintenance, well-behaved, uniformed drivers with valid driving license to DFCCIL on hiring basis. Vehicles for the use of DFCCIL officials will be based / headquartered at Anand. The vehicles shall strictly comply with the provisions of pollution control, statutory regulation issued by State Transport Authorities/Central Govt. etc. from time to time. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Agency. This scope of work is illustrative and shall be read in conjunction with "Special Conditions of Contract".

### **3.0 SUBMISSION OF BIDS**

3.1 Tender has been invited under 'single packet' system. All bids shall be submitted "in sealed cover" which should be super scribed as Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19 for the work of " Hiring of 01 (One) number of AC field Vehicle i.e. Tavera or similar model in price for One years for the use of CA & LOA/Anand in the jurisdiction of Chief Project Manager/ DFCCIL/ Vadodara" and must be sent by registered post to the address of the Chief Project Manager; DFCCIL, 4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavun, (Sardar Sarovar Narmada Nigam Ltd., Office) Channi Jakat Naka, Vadodara - 390 002, so as to reach the office not later than 15-00 hrs. on 06.06.2014 or deposited in the special box allotted for the purpose in the office of Chief Project Manager; DFCCIL; 4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavun, (Sardar Sarovar Narmada Nigam Ltd., Office) Channi Jakat Naka, Vadodara - 390002. Tender box will be sealed at 15-00 hrs. on 06.06.2014. The tender papers will not be sold after 14-30 hrs. on 06.06.2014. The tender will be opened on the same day at 15-30 hrs. in the office of Chief Project Manager; DFCCIL; 4<sup>th</sup> floor, A Block, Narmada Nahar Bhavun, (Sardar Sarovar Narmada Nigam Ltd., Office) Channi Jakat Naka, Vadodara- 390 002, in the presence of tenderers or their authorized Representatives on date, time and place of opening.

3.2 In case 06.06.2014 is declared as holiday, tender will sold/ received upto 14:30 hrs /15:00 hrs respectively on next working day and will be opened at 15:30 hrs on that day.

3.3 Each page of this bid document shall be submitted duly signed and stamped. Bid document shall be accompanied by Earnest Money in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the tenderer and any other document specified in tender schedule.

3.4 All bids shall be submitted in accordance with the instruction contained in these documents (hereinafter called as bid documents). Non -compliance with any of the instructions set forth herein above is liable to result in the tender being rejected

3.5 The bids submitted/received after the time and date fixed for receipt of Bids as set out in the documents will be summarily rejected.

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3.6 Issuance of bid documents will not automatically mean that such parties are considered qualified. DFCCIL is not responsible for loss/delay of any tender in transit.

3.7 Conditional tenders shall be summarily rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. DFCCIL will not take cognizance of any other conditions/variatio ns from the tender stipulations mentioned at any other place in the tender documents.

### **4.0 VALIDITY OF OFFER**

The offer shall be kept valid for a period of 90 days from the date of opening.

### **5.00 EARNEST MONEY DEPOSITS (EMD)**

5.1 The tender must be accompanied by a sum of **Rs 9404.00 ( Rupee Nine Thousand Four Hundred Four only)** as earnest money deposited in the form of Demand Drafts/Banker cheque drawn on any nationalized bank or a Scheduled Bank. Earnest money shall be in favor of DFCCIL payable at Vadodara .

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

5.3 The Tenderer(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the Tender. It is understood that the tender documents has been sold/issued to the tenderer(s) and the tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the DFCCIL.

5.4 If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. No interest will be paid by DFCCIL on the above EMD amount. This amount of Security Deposit shall be forfeited if the tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.

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

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### **6.0 PRICE BASIS, CURRENCIES & LANGUAGE OF BID**

6.1 The bidder shall quote rates only **in the column prescribed for the Rates in the "Schedule of Approximate quantities"**, which is a part of this document. Rates shall include all the cost of vehicle, fuel, lubricants, maintenance, driver, insurances & all tax liabilities etc **except service tax, toll tax, parking and passenger tax & state entry tax** which will be paid extra (reimbursed) after production of documents in proof of having submitted the same. All other various taxes by central govt./ state govt./ local bodies as applicable at the time of the opening of the tender shall be accounted for in the rates. The bid prices shall be in **Indian rupees** only.

6.2 Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.

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

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

### **7.0 SIGNATURE OF BIDS & DOCUMENTARY PROOF**

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

### **8.0 PARTNERSHIP DEED**

The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern, tenderer shall submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. DFCCIL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

**9.0** The tenderer/s whose tender is accepted will be required to appear at the office of the **Chief Project Manager, DFCCIL, Sardar Sarovar Narmada Nigam Ltd., 4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavun, Channi Jakat Naka, Vadodara - 390 002**, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the **full value of the earnest money accompanying the tender shall stand forfeited.**

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

### **11.0 SECURITY DEPOSIT**

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

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

11.3 Security Deposit for each work shall be 5% of the contract value

11.4 The rate of recovery shall be at the rate of 10% of the bill amount till the full security deposit is recovered,

11.5 Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.

11.6 The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after the successful completion of work.

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

**12.0** Tender documents are not transferable.

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

### **14.0 CHECK-LIST**

The bidders are requested to duly fill in the checklist as per **Annexure-IV**. The checklist is only a reminder of certain important items, to facilitate the tenderer. This, however, does not relieve the bidder of its responsibility to make sure that his proposal is otherwise complete in all respects.



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### **SECTION 2**

#### **GENERAL TERMS AND CONDITIONS OF CONTRACT**

##### **1.0 DEFINITION OF TERMS**

a. "Contract Documents" shall mean this bid document containing Instructions to bidders, General Terms and conditions of Contract, Special Conditions of Contract, Contracts proposal, minutes of clarifications to the extent they have been accepted by DFCCIL prior to the Award of the contract and Contract Agreement. A Performa of the agreement to be executed between DFCCIL and the contractor is given at the end of this section.

b. "Contractor/Agency" shall mean the bidder whose bid will be accepted by DFCCIL and shall include such successful bidder's legal representatives, successors and permitted assigns, from time to time for the purpose of the contract.

c. "Letter of Award" shall mean the official notice issued by the DFCCIL notifying the contractor that his proposal has been accepted.

d. "Officer in Charge" shall mean DFCCIL officer dealing with the performance and operations of the contract.

##### **2.1 CONTRACTOR'S AGENTS/EMPLOYEES**

No other person except Contractor's authorized representative shall be allowed into DFCCIL premises and they shall not do any private work other than their normal duties.

Contractors shall be directly responsible for any/all disputes arising between him and his personnel and keep DFCCIL indemnified against all losses, damages and claims thereof.

The personnel engaged by the contractor shall be on the duty of the contractor/agency and under no circumstances shall be deemed to be on the duty of DFCCIL. DFCCIL shall have no relationship of Master and Servant or principal and Agent or nexus of any kind whatsoever with such staff deployed by the contractor/agency. Such staff shall not be entitled to claim any right, privilege or benefit from DFCCIL and in the event of any such claim, the contractor/agency undertakes to indemnify DFCCIL for any loss or damage, financial or otherwise.

The personnel engaged by the contractor shall be subject to security check by DFCCIL security staff while entering/leaving the premises. Such personnel shall have to abide by the instructions of the security staff and other officers of DFCCIL authorized in this behalf. Failure to faithfully follow instructions would be deemed infringement of tender conditions.

Contractor shall in no case lease/transfer/sublet/appoint caretaker for services without approval of DFCCIL, which DFCCIL in its discretion may or may not grant.

##### **3.0 DURATION OF CONTRACT**

The duration of the contract for work to be undertaken by the contractor is 1 (One) years (twelve months) from the date advised by DFCCIL in the Acceptance Letter. In case of extension, the contractor shall be bound to provide the service in the extended period on the same terms and conditions.

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### **4.0 AWARD OF CONTRACT**

DFCCIL will intimate the award of Contract in writing to the successful bidder.

The contract will be awarded to the qualified, experienced and responsive bidder offering the lowest price in conformity with the requirements of these documents and DFCCIL shall be the sole judge in this regard.

Notwithstanding anything contained herein without prejudice to its rights, DFCCIL reserves the right to award one or more than one tender in full or part as and when felt necessary without assigning any reason or to hire vehicles from agency/lies other than the empanelled agency, nearer to DFCCIL office or the point of start of travel in case the empanelled agency/~~s~~ fail to provide agreed quality of vehicles/services at the rate, terms and conditions of the contract. The bidders to whom this tender is to be awarded against this tender shall not be entitled to any compensation or consideration in case of such events. DFCCIL reserves the right of rejecting/accepting either the whole or any part of the proposal. The contractor shall be fully responsible and shall be bound to perform the job allocated to him at his quoted rates and terms and conditions that have been accepted by Agency.

DFCCIL reserves the right to assess bidder's capability and capacity to perform the contract from other sources, should the circumstances warrant such assessment in its overall interest.

### **4.1 TAXES, DUTIES, LEVIES ETC.**

Contractor shall pay all income-tax, surcharge on Income Tax and any other Corporate Tax. Further, the contractor shall be liable and fully responsible for payment of all Indian duties, levies, service tax, VAT and any other taxes attracted/assessed on him under the provisions of the Indian laws. DFCCIL shall not bear any tax liability under any circumstances whatsoever. DFCCIL shall deduct income tax or any other tax at source from all the payments to be made to the contractor in accordance with the provision of Indian tax laws, as applicable from time to time, and deposit the same to the concerned Govt. Authorities. Documentary evidence towards having paid the taxes to the Govt. shall have to be produced by the contractor, if so required by DFCCIL.

### **5.0 TERMINATION OF CONTRACT**

If at any time the contractor makes any default in proceeding with the work with due diligence and continues to do so even after the notice in writing is served on him or commits any default in complying with any of the terms and conditions even after the notice in writing is given on that behalf by the Officer-in-charge,. DFCCIL may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to DFCCIL by written notice, terminate the contract as a whole or a part of the Contract.

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

### **6.0 EFFECT AND JURISDICTION OF CONTRACT**

The contract shall be considered as having come into force from the date the agency is empanelled by DFCCIL.

The laws applicable to this contract shall be the laws in force in India. The Courts at Vadodara shall have exclusive jurisdiction in all matters arising out of and under this contract.

### **7.0 ARBITRATION**

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996.

Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

### **8.0 INSURANCE**

DFCCIL shall not entertain any claim arising out of mishap, if any, that may take place. The contractor shall be fully responsible for any loss or damage to the vehicle or occupants and shall be liable to pay full compensation for any injury or any other loss to passengers. DFCCIL shall neither be responsible nor liable to pay any compensation for injury/death caused to the operating staff in the event of any accident while on contractor's duty. In case of any third party claim against DFCCIL for any act of the employees of the contractor/agency, the contractor/agency shall act as guarantor and indemnify DFCCIL to the extent of all claims and expenses. The following insurance shall be maintained by the contractor at its cost.

### **9.0 WORKMENS COMPENSATION INSURANCE**

This insurance shall protect the contractor and DFCCIL against all claims applicable under the Workmen's Compensation Act 1948. This policy shall also cover the contractor against claims for injury, disability, disease or death of his or his sub-contractor's workmen which for any reasons are not covered under the Workmen's Compensation Act. The liability shall not be less than the statutory workmen's compensation provision and Employees liability provisions.

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### **10.0 VEHICLE INSURANCE**

The vehicles utilized under this contract must be fully and comprehensively insured covering the risk to the driver and all passengers also. The insurance shall protect the contractor and DFCCIL against all risk, claims for loss, injuries, disability, disease and death of members of public including DFCCIL men, and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such vehicles.

### **10.1 GENERAL LIABILITY INSURANCE**

This insurance shall protect the contractor and DFCCIL against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission or commission on the part of the contractor, his agents/representatives and sub-contractors. This insurance shall also cover all the liabilities of the contractor arising out of the clause entitled 'Defence of Suits' under General Conditions of Contract.

The above are only an illustrative list of insurance covers normally required, and it will be the sole responsibility of the contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance of the contract.

### **11.0 DEFENCE OF SUITS**

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

### **12.0 PAYMENTS**

Payment shall comprise rate as per final contract price and reimbursement costs as detailed in Price schedule, and there shall be no other payments. This clause shall be read in conjunction with price variation/ Revision clause of SCC (section 3). Contractor shall be solely responsible for payment of wages/salaries and allowances to his personnel that are payable or might become payable under any new Act or order of Government and also comply with all the statutory laws/acts i.e. PF, ESI etc. relating to their employees. DFCCIL shall have no liability, whatsoever, in this regard.

### **13.0 Performance Guarantee (P.G.)**

a) On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favorer of DFCCIL, Vadodara. The Performance Guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter Of

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Acceptance (LAO). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31<sup>st</sup> day after the date of issue of LOA.

b) This Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

c) 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 respect satisfactorily. The security deposit, however, shall be released only after passing the final bill based on "No Claim Certificate".

d) 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. If the failed contractor is JV or a partnership firm, then every member/partner of such a firm shall be debarred from the participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

e) The DFCCIL shall not make a claim under the Performance Guarantee except for amount to which the DFCCIL is entitled under the contract (notwithstanding and /or without 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 describe 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 the notice to this effect by Engineer.

iii) The contract being determined or rescinded under provision of this contract, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

**Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

**SECTION 3**

**SPECIAL CONDITIONS OF CONTRACT**

**1.0 SCOPE OF WORK**

1.1 The contractor will be required to provide One (01) numbers of AC field vehicle i.e. Tavera or similar model in price in perfect condition with fuel & other consumables, maintenance, well-behaved, uniformed drivers with valid driving license to DFCCIL on hiring basis. Vehicles for the use of DFCCIL officials will be based / headquartered at Anand.

1.2 Duration of the contract is for one years (twelve months). However, same may be extended further on same rates, terms & conditions if so decided by DFCCIL.

1.3 Hiring of One (01) numbers of AC field vehicle i.e. Tavera or similar model in price have been provided in the "Schedule of approximate quantities". This number have been given for general guidance & may vary as per actual requirement.

1.4 Vehicles will normally be hired on monthly basis. In emergent situations, contractor may be asked to provide the vehicles on daily basis.

1.5 The vehicles shall be available to the DFCCIL/nominated official with driver, fuel, Engine oil etc., round the clock, as and when required on all days of week irrespective of holidays. Normally, vehicle will be required for 12 (twelve) working hours a day. However, due to urgency and requirement of work, it may be extended beyond 12 hours. Thus, for 26 working days per month, there will be normally total 312 working hours per month. In case, vehicle is used for more than 312 hours in a month, overtime at the accepted rate for additional hour or part thereof is payable. In case vehicle is required in the night hours, driver shall report with the vehicle within 2 hours of having received the intimation.

1.6 The normal area of duty of the vehicle will cover the entire Gujarat State.

1.7 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.

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

1.9 Vehicle shall be used on any type of road i.e. Kachha / Pucca including along the railway track as per direction of official using the vehicle.

**Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

1.10 The rate filled in the schedule shall be inclusive of all charges and all taxes livable by the State/Central Government except Service Tax, Toll Tax and Parking charges which will be reimbursed by DFCCIL based on documentary evidence furnished by the contractor.

1.11 Rates are inclusive of salary of driver and other benefits as admissible to driver, diesel, and lubricants as and when required for running of vehicle, repair and maintenance etc

1.12 The rates of hire are inclusive of Road tax, government levies and charges for inspection certificates as per statutory requirements from time to time.

1.13 If a vehicle is out of order or under schedule maintenance, an alternative vehicle with same specification should be made available, failing which penalty of Rs. 1000.00 (Rs. One thousand) per day will be imposed in addition to no payment of per day hire charges.

1.14 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.

1.15 Further, during emergencies, the driver shall report for duty within 45 minutes even during his off hours, on call, failing which a penalty of Rs. 200.00 per 15 minutes will be deducted from the bills.

1.16 Vehicle will be required generally for 12 hours every day, which will normally be from 09.00 to 21.00 hrs. Accumulation of hours on the monthly basis which will be 312 hours, However occasionally timings may vary which will be indicated a day in advance. Tenderer should provide 24 hours contact number on which such information can be given. Further the driver of the vehicle should be provided with a mobile phone having both incoming and outgoing facility at contractor's own cost.

1.17 Vehicle shall have to report at mentioned place and time. Any delay in reporting will be considered as absence for the day. Nominated place may be changed once in a month, if required.

1.18 In case of vehicle not turning up for duty any day, an amount equivalent to one vehicle day will be recoverable from the contractor in addition to Rs.1000/- (one thousand) per day penalty will also be imposed.

1.19 Frequent changing of driver or vehicle will not be permitted. No accommodation will be provided to the driver by DFCCIL. He has to make his own arrangement for lodging and boarding.

1.20 The contractor shall be completely responsible for safe running of vehicle. DFCCIL will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver.

**Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

1.21 Contractor shall have to maintain log book in approved Performa by official in charge which shall have to be filled daily and presented to DFCCIL's authorized representative for signature. Timing and Kilometer reading shall be noted every day at the time of reporting at nominated place and release from same place.

1.22 DFCC may provide open parking space but parking shall be purely at Contractor's risk.

1.23 Payment of hiring charges will be made once in a month in the form of account payee cheque on submission of bill and after the due verification of log book as necessary by the DFCCIL official.

1.24 Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.

1.25 Driver should have a valid driving license and the vehicle should be insured against accidents etc. as per rules and statutory obligations.

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

1.27 That the contractor agrees to indemnify to the DFCCIL administration against all claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act VIII of 1923 and the DFCCIL administration will be entitled to deduct from any sum of money due or payable to the contractor for the amount of compensation thus payable under the terms of Section-12 of the said Act together with all or any cost incurred by the DFCCIL administration in such connection and the contractor further agrees that the decision of the DFCCIL with respect to the amount of such indemnity shall be accepted by him finally.

1.28 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.

1.29 All other charges of Central Government/State Government or any other authorities, if any are to be included by the tenderer in his BID.

1.30 During the currency of contract, vehicle cannot be used for any other purpose except for DFCCIL.

1.31 The month shall be reckoned from first date on which the vehicle is put in to the service and no deductions or additions will be made for number of days being more or less than 30 in a month. (e. g. of the vehicle is put in to service for the first time on 15<sup>th</sup> August the month will be from 15<sup>th</sup> August to 14<sup>th</sup> September, 15<sup>th</sup> September to 14<sup>th</sup> October and so on).



## Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"

1.32 One hour is of 60 minutes for the purpose of payment and a fraction up to 30 minutes shall not be taken in to account and more than 30 minutes shall be considered as an hour. In case of breakdown of the vehicle en-route during the course of operation, contractor has to provide a suitable substitute vehicle within two hours plus reasonable running time from the garage of contractor to the place of breakdown failing which a recovery of double the daily rate will be made.

1.33 Good quality seat covers shall be provided and the same will be regularly cleaned by the contractor at his own cost. Vehicle will be kept properly cleaned daily.

1.34 In case the driver has to make a night halt outside the place where vehicle is based the night allowance shall be payable at Rs. 150.00 per night. However, the extra hour payment as per Item No. 3 of schedule will be made only up to the time when the vehicle is in use before the driver is permitted to take rest. In case of dispute in calculation, DFCCIL's decision shall be final.

1.35 An item wise excess/saving up to 100% in quantities can be done at the discretion of DFCCIL at the same rate and conditions with overall variation within  $\pm 100\%$ .

### **2.0 VEHICLES**

2.1 Vehicles provided shall be registered **not earlier than 01-06-2012** and shall use diesel/ petrol/CNG only as fuel with proper entries in RC. If any vehicle provided to DFCCIL is found to be using any other fuel except the one declared, the Contract shall be terminated forthwith and further action under the terms and conditions of the contract.

2.2 The vehicles shall strictly comply with the provisions of pollution control , statutory regulation issued by State Transport Authorities/ Central Govt./other authorities etc. from time to time. Contractor shall ensure that the vehicles must have all relevant documents like Registration Certificate/Driving license/Insurance Cover/Road Tax Receipt /Permit, Pollution certificate etc. Driver shall be able to produce the documents as and when re- questioned 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 Agency.

2.3 No change of vehicle(s) or driver(s) will be allowed normally without the prior permission of DFCCIL. All the Vehicle(s) shall always carry first aid box and mandatory spares vis. Tool box/Kit, Fuses, Spark plugs, fan belts, spare tyre etc. The Contractor/service provider shall be responsible for complying with legal and labor provisions prescribed by Government of India which shall include Income Tax, Accidents, ESI, PF, Contract Labor and Abolition Act etc.

2.4 If the vehicle does not report at the requisitioned time or is not found in good condition, the vehicle may be rejected and sent back. Besides, receiving no payment for such rejected vehicles(s), the contractor/agency will become liable for action under terms and conditions of the contract.

2.5 In case of breakdown of the vehicle the contractor shall provide the replacement (of same category) within a reasonable time failing which the touring executive(s) will be entitled to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.

## Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"

2.6 Vehicle shall be available for all the days of a month including holidays. Maintenance rest will be provided normally on Sundays. In case of exigencies, the vehicle can be called on Sundays also. In such case, either a compensatory maintenance rest will be provided or an extra amount of Rs. 150/- (Rs one hundred fifty only) shall be paid. 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.

2.7 All the vehicles deployed by contractor /services provider should be registered for commercial use and shall have valid permission for operation of the same.

### **3.0 Drivers**

3.1 Drivers deployed by the contractor shall be skilled, well behaved, holding valid driving license (LMV Taxi) and capable of undertaking minor repairs of vehicles. Drivers shall have the adequate knowledge of routes in the district of Vadodara, Bharuch, Surat, Kheda, Anand, Nadiad and Ahmedabad. All the paper for vehicle like registration papers, insurance papers, certificate towards payment of road tax, PUC etc. shall be readily available with driver.

3.2 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

3.3 The contractor/service provider shall ensure himself about the antecedents of the driver deployed for duty. 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

3.4 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.

3.5 Driver shall also maintain a logbook and ensure that it is signed by the official using the vehicle.

### **4.0 PAYMENT AND REIMBURSALS**

4.1 Hiring charges are on monthly basis for 312 working hours and inclusive of kilometers run as mentioned in the schedule of approximate quantities. For use beyond inclusive kms and/ or beyond 312 working hours in a month, extra payment as per accepted rates will be made.

4.2 Rates are inclusive of all running maintenance & repair expenses, fuel, lubricants and any other consumables required from time to time, all taxes, duties, incidental charges, penalties etc. as imposed by Central/State/Local Government bodies for running of vehicles, salary and other benefits admissible to driver. Nothing extra over and above the accepted rates shall be payable. However, **Service tax, toll tax, parking charges will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.**

## **Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

4.3 In case the vehicles are engaged on daily basis, payment will be made on prorated basis i.e. accepted rates divided by number of working days (Total days – Sundays) in a month.

4.4 For kilometer in excess of kilometers inclusive in item No.1 i.e. for payment under item No.2 payable kilometer will be worked out after averaging the actual kilometer run over a period of three months. Total kilometer run in three months in excess of inclusive kilometers for three months will only be considered for payments.

4.5 TDS as applicable shall be deducted from the bills of the agency.

4.6 Distance travelled by vehicle from garage to point of duty & back will not be counted towards the payment. Similarly, No mileage will be claimed for drivers' lunch / breakfast or draw of petrol / diesel etc.

### **5.0 PRICE VARIATION / REVISION**

5.1 Revision of the fare due to increase/decrease in the Diesel prices shall be considered by DFCCIL if the increase/decrease announced by Govt. is 10% or more. In the event of increase/decrease in the price of fuel, the rates quoted will be proportionately increased/decreased by 1/4th of the percentage increase/decrease in the price of fuel. The variation (increase/decrease) of fuel price will initially be compared with the price of fuel on the date of commencement of contract. Subsequently, updated/modified rates will be considered for comparison. Contractor has to certify on monthly bill that there has been no decrease of 10% or more in the fuel prices during the period of the bill vis-a-vis prices of fuel at the time of last revision of rates. The price variation due to either increase or decrease of diesel prices will be paid on actual kms. runs during the month. If the vehicle runs less than the inclusive kms. i.e. 2500/3000 kms. mentioned in para 1 of schedule of quantity then the difference of price variation will be paid on the actual kilometers run of vehicle during the said period.

5.2 In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle, payment of Rs.150/- will be paid per night per outstation duty inclusive of night charges. However, the extra hours payment under item 3 of schedule will be made only up to the time when the vehicle is in use before the driver is permitted to take rest. In case of dispute in calculation, DFCCIL's decision shall be final.

5.3 The agency shall submit bills, in duplicate, to the CPM/DFCCIL/Vadodara office along with the log book for the period. Bills having cutting and over-writing shall not be entertained unless authenticated by the user. No advance payment shall be made under any circumstances.

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

## **Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

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

6.1 In case of non-availability of the regularly arranged vehicles, contractor may provide vehicles owned by others which conform to DFCCIL specifications. Upgraded models or higher category vehicles which meet minimum specification for all parameters may also be provided at the same rates, terms and conditions with prior permission of DFCCIL which DFCCIL in its absolute discretion may or may not grant.

6.2 In case of non-reporting/refusal to provide the requisite vehicle against defective vehicle within 2 hrs, the same shall be hired from any other source (s) at the risk and cost of the agency without any notice in writing. In addition to this, in case of any discrepancy in service viz. non-reporting, late reporting, non provision of requisite vehicle, driver not fully conversant with routes, driver not behaving properly, vehicle not as per specifications, AC not working etc., DFCCIL shall be at liberty to impose a penalty of minimum Rs. 1,000/- per incident or as decided by the officer-in-charge. In case of recurrent non-reporting/refusal, DFCCIL shall also be at liberty to take such 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

6.3 The vehicles will be kept in neat & clean and perfect condition. Vehicle will be regularly inspected by nominated officers, in case of non-compliance of any of the conditions, a penalty of minimum Rs. 1,000/- per occasion shall be levied and deducted from the bill on hand.

### **7.0 METER TEMPERING**

7.1 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.

7.2 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.

### **8.0 VEHICLE INSURANCE / STATUTORY REQUIREMENTS**

8.1 The vehicles provided to DFCCIL must be fully and comprehensively insured covering the risk to the driver and all passengers also. The insurance shall protect the contractor and DFCCIL against all risk, claims for loss, injuries, disability, disease and death of members of public including DFCCIL men, and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such vehicles.

## **Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

8.2 Contractor is required to comply to all statutory obligations viz. Industrial Dispute Act, Workmen's Compensation Act, etc. shall be the obligation of the contractor and the contractor shall indemnify and shall always keep DFCCIL indemnified against any liability falling on DFCCIL due to non-compliance of statutory obligations by the contractor or any of its agents/servants/drivers or for any reason whatsoever. The agency will be responsible for the conduct of their staff.

8.3 DFCCIL in no case is responsible for any legal matter arising matter of any State/Central Government laws in matter of employment of driver by owner of the vehicle or in respect of any other matter.

8.4 The contractor shall be completely responsible for safe running of vehicle. DFCCIL will not be responsible for any loss, damages, repairs, maintenance or accident to the vehicle or Driver. DFCCIL shall be absolved from all claims/compensation etc. in case vehicle is involved in any type of accident.

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

8.6 Contractor agrees to indemnify DFCCIL against all claims for compensation by or on 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 DFCCIL will be entitled to deduct from any sum of money due or payable to the contractor the amount of compensation thus payable, under the terms of section 12 of the said Act. Together with all or any cost incurred by the DFCCIL in such connection and the contract further agrees that the decision of the Engineer-in-charge with respect to the amount of such indemnity shall be accepted by him finally.

### **9.0 QUALIFICATION REQUIREMENTS FOR BIDDERS**

9.1 Tenderer should have at least 1 (ONE) vehicle registered in own name(s)/name of partners,. Copies of RC books shall be furnished with the bid as documentary evidence in support of the same.

9.2 The firm should be a registered firm as establishment. A copy of Registration Certificate of Establishment issued by competent authority shall be furnished with the bid as documentary evidence in support of the same.

### **10.0 QUANTITY VARIATION:-**

An item wise excess/saving up to 100% in quantities/period can be done at the discretion of DFCCIL at the same rate and conditions with overall variation within  $\pm 100\%$ .

**Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

**SECTION:4**

**Schedule of Approximate Quantities**

Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19 "

**NAME OF WORK:** "Hiring of 01 (One) number of AC field Vehicle i.e. Tavera or similar model in price for One years for the use of CA & LOA/Anand in the jurisdiction of Chief Project Manager/ DFCCIL/ Vadodara".

No	DESCRIPTION	Qty.	Unit	Rate	Total Amount
01	Monthly charges for provision of diesel driven SUV type field vehicle One (1) number Tavera or similar model inclusive 3000 kms. per month and 312 Hrs. per month (i.e.12 hrs. per day inclusive of fuel, consumable, driver, repairs maintenance, taxes etc. as per special conditions of contract.	1x12 months	Per month	Rs.36650/-	Rs.4,39,800/-
02	Additional charges for usage over kms. included in item number one (200x12)	2400 Kms.	Per kms.	@Rs.09/-	Rs.21,600/-
03	Additional charges for usage over 312 hrs. per month subject to 12 shrs. Per day``	400 hrs.	per hrs.	@Rs.22/-	Rs.8800/-
	TOTAL BASIC COST				Rs.470200.00

The rate will be \_\_\_\_\_ (Percentage) below/above (to be filled by the bidder in figure).

The rate will be \_\_\_\_\_ (Percentage) below/above (to be filled by the bidder in words).

**Note:**

1. The above rates are inclusive of all taxes. However, service tax, toll tax, parking charges will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.
2. Rates will be subject to price variation as per special conditions of the contract.
3. The tenderer is required to quote a single flat percentage above or below (in both words & figures) the rates given in schedule. This flat percentage will be applicable for all the items in schedule. In case of discrepancy, rate quoted in words shall prevail.
4. If the vehicle is called on Sunday, either compensatory maintenance rest will be provided or extra amount of Rs.150/- shall be paid.
5. If driver is require to stay overnight at a place other than headquarter, Rs.150/- will be paid extra per night.

**Declaration by the tenderer**

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

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

**Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

**ANNEXURE-I**

**BRIEF DETAILS OF THE BIDDER**

1. Name of the agency and address :.....  
.....  
.....
2. Person to be contacted :.....
3. Designation :.....
4. Telephone Nos. (office ) :.....
5. Mobile No. :.....
6. Fax Nos. :.....
7. Category of Firm: Whether Partnership /  
Ltd. Co./Sole or proprietorship , etc. :.....
8. **Details of Vehicles owned/ Undertaking given**

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

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

## **FORM OF AGREEMENT**

**ANNEXURE-III**

(To be executed on requisite value of stamp papers)

### **AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_  
(Month/year) between Dedicated Freight Corridor Corporation of India Limited (DFCCIL ), a company incorporated under the companies Act. 1956 and having its Office, 4<sup>th</sup> Floor, A Block, Narmada Nahar Bhavun, (Sardar Sarovar Narmada Nigam Ltd., Office) Channi Jakat Naka, Vadodara – 390 002 (hereinafter referred to as "DFCCIL" which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART

AND

M/S. \_\_\_\_\_ having its office at \_\_\_\_\_  
(hereinafter referred to as "Hiring of Vehicle Provider" which expression shall, where the context admits, include their legal heirs executors, administrators, successors and assigns in business) OF THE OTHER PART

WHEREAS:-

1. The Employer is desirous that certain works should be executed by the Vehicle Provider viz. Tender NO. DFCC/BRC/Hiring vehicle/2013/14/19 (hereinafter called "the works", and has accepted a Bid by the Service provider for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) Letter of Acceptance of Tender
  - b) Notice Inviting Tender
  - c) Instructions to the Tenderers
  - d) Conditions of the Contract
  - e) Schedule of approximate quantity
3. In consideration of the payments to be made by the DFCCIL to the contractor as Herein after mentioned, the contractor hereby covenants with the DFCCIL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.



**Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

4. The DFCCIL hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the signatory)

(Name, Designation and address of the authorized signatory)

Signed for and on behalf of the DFCCIL

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

Witness:

Witness:

1.

1.

2.

2.

Name & address of the witness to be mentioned

**Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

**ANNEXURE – III**

**Format of Bank guarantee for mobilization Advance Payment**

Bank Guarantee No.:- \_\_\_\_\_

Dated: \_\_\_\_\_

To,  
**Dedicated Freight Corridor Corporation of India Ltd.**  
**Metro Station Building Complex 5th Floor,**  
**Pragati Maiden, New Delhi**

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

This bank guarantee made on this \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) between (name of bank) carrying on its banking business under banking regulation act 1949 having registered office at \_\_\_\_\_

And one of its branches at \_\_\_\_\_ (hereinafter called the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the one part and Dedicated Freight Corridor Corporation of India Limited (hereinafter called "the Employer") of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. \_\_\_\_\_ for construction of \_\_\_\_\_ (hereinafter called "the Contractor") \_\_\_\_\_ To M/S \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called "the Contractor").

And Whereas vide clause \_\_\_\_\_ of the general condition of contract, Mobilization Advance up to 10%(ten percent) of the original contract value of Rs. \_\_\_\_\_ (Rs in words) is payable to the contractor against Bank guarantee, the contractor hereby applies for mobilization Advance of 5%(five Percent )amounting to Rs \_\_\_\_\_ (Rs in words) of the contract price, as per Appendix to Tender.

And whereas this Bank Guarantee is for Rs. \_\_\_\_\_ (Rs in words) against the above mobilization Advance amount of Rs. \_\_\_\_\_ (Rs in words).

Now, we the undersigned of the bank begin fully authorized to sign and to incur obligation 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.

We, the Bank, do hereby unconditionally and without demur guarantee and undertake to pay the employer immediately on demand any or all money payable by the contractor to the extent of Rs. \_\_\_\_\_ (total guaranty amount in figure & Words), without any demur, reservation ,context, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the contractor on any dispute pending before any court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. This guarantee is valid till \_\_\_\_\_.

**Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

At any time during 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.

The Guarantee hereinbefore contained shall not be affected by any in the constitution of bank or the contractor.

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

**(Continue from page 1, BG No. \_\_\_\_\_, dated \_\_\_\_\_)**

We \_\_\_\_ (name of the bank) lastly undertake not to revoke this guarantee 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 guarantee 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.

Signatures of Bank authorize Official with seal.

Bank Seal

Name: \_\_\_\_\_

Designation:

Address:

Witness:

1. Name: \_\_\_\_\_

Designation:

Address:

2. Name: \_\_\_\_\_

Designation:

Address:

**Note: - If as per contract agreement interest s applicable on Mobilization Advance, the bank guarantee may be made including interest amount for said period.)**

**Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

**ANNEXURE –IV**

**Format of Bank guarantee for performance security**

**Bank Guarantee No.:-** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**To,**

**Dedicated Freight Corridor Corporation of India Ltd.  
Metro Station Building Complex 5th Floor,  
Pragati Maiden, New Delhi**

**Reference:-Contract No.** \_\_\_\_\_, **awarded on** \_\_\_\_\_.

This deed of Guaranty made this day of \_\_\_\_\_ between \_\_\_\_\_ (name of Bank) having registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ (hereinafter referred to as "Bank") of the one part and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer) of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. \_\_\_\_\_ for construction of \_\_\_\_\_ (hereinafter called "the contract") To M/S \_\_\_\_\_ its registered office at \_\_\_\_\_ (hereinafter called "the contract").

Whereas the contractor is bound by the said contract to submit to the Employer an irrevocable performance security guarantee bound for a total of Rs \_\_\_\_\_ (Rs in words).

Now, We the undersigned (name of Bank official), of the bank begin 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 the aforeside contract with the Employer, the Bank further agree after 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 the Employer by reason of any breach by the side 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 notwithstanding any dispute. Or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

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

We \_\_\_\_\_ (indicate the name of bank), to further 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

**Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

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.

**(Continue from page 1, BG no. \_\_\_\_\_, and dated \_\_\_\_\_)**

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.

Signatures of Bank authorize Official with seal.

Bank Seal

Name: \_\_\_\_\_

Designation:

Address:

Witness:

1. Name: \_\_\_\_\_

Designation:

Address:

2. Name: \_\_\_\_\_

Designation:

Address:

**(Note: - If as per contract agreement interest s applicable on Mobilization Advance, the bank guarantee may be made including interest amount for said period.)**

**Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

**ANNEXURE – V**

**(Guarantee-Bond offered by-banks to DFCC in connection with the execution of Contacts)(SD)**

**GUARANTEE BOND FORMAT**

**(To be used by approval Schedule Banks)**

1. In consideration of the Employer DFCCIL (hereinafter called "The Employer") having agreed to exempt \_\_\_\_\_ (hereinafter called "The said Contractor(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 fulfillments 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 inclusive 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 notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto out liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of out liability for payment there under the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

4. We \_\_\_\_\_ (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement 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 the terms and conditions of the said Agreement have been fully and

**Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

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 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 Contractors (a) and to forbear or enforce any of terms and conditions relating ti the said agreement and shall not be relieved from our liability by reason of any such variation or extension begin granted to the said Contractor(s) or for any forbearance, act or omission on the part of 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 \_\_\_\_\_ (indicated the name of Bank)

Lastly undertake not to revoke this Bank Guarantee during its currency except with 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.

Signatures of Bank authorize Official with seal.

Bank Seal

Name: \_\_\_\_\_

Designation:

Address:

Witness:

1. Name: \_\_\_\_\_

Designation:

Address:

2. Name: \_\_\_\_\_

Designation:

Address:

**Tender No. "DFCC/BRC/Vehicle Hiring/2013-14/19"**

**ANNEXURE-VI**

**CHECKLIST**

**NAME OF WORK: Tender No. DFCC/BRC/Vehicle Hiring/2013-14/219**

**NAME OF WORK: "Hiring of 01 (One) number of AC field Vehicle i.e. Tavera or similar model in price for One years for the use of CA & LOA/Anand in the jurisdiction of Chief Project Manager/ DFCCIL/ Vadodara".**

Name of tenderer: .....

<b>SN</b>	<b>Items Description</b>	<b>Reference</b>	<b>Enclosed</b>
1	Tender document fee	Section 1 para 1.2	Yes/No
2	Earnest Money Deposit	Section-1 Clause 5.0	Yes/No
3	Qualification requirements for bidders	Section-3 Clause 9.0	Yes/No
4	Copy of Partnership deed or Article of Association or ownership certificate	Section-1 Clause 8.0	Yes/No
5	Brief details of the bidder	Annexure I	Yes/No
6	Forwarding letter by tenderer	Page 3	Yes/No
7	Authorization letter in favor of person signing the bid documents	Clause 8.0 Section-1	Yes/No
8	Check-list	Annexure VI	Yes/No