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DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.

A Govt. of India (Ministry of Railways) Enterprises

Name of work: Hiring of Diesel driven Three nos. NON AC Inspection vehicle Bolero/Tata Sumo/Tavera or similar for inspection of various works in connection with construction of Dedicated Freight Corridor.

Tender No. : ALD(E)/EN/Hiring of vehicle/13-38

Single Packet OPEN TENDER

TENDER DOCUMENT

NOT TRANSFERABLE

Chief Project Manager, DFCCIL, Allahabad (East) old GM office Building, N.C. Railway, Balmiki Chauraha, Nawab Yusuf Road, Allahabad – 211001.

JULY 2014

Price : 2000/-

Tender No. : ALD(E)/EN/Hiring of vehicle/13-38

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SECTION – I

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.**Tender Notice**

No. ALD(E)/EN/Hiring of vehicle/13-38

Dt. 17.7.2014

Sealed Tenders in Single packet system are invited by Chief Project Manager, DFCCIL, Allahabad (East) for and on behalf of Dedicated Freight Corridor Corporation Of India Ltd., on the prescribed form with following details.

Name of work	Hiring of Diesel driven 03 Nos NON AC Inspection vehicle Bolero/Tata Sumo /Tavera or similar for inspection of various works in connection with construction of Dedicated Freight Corridor.
Date & place of commencement of sale of Tender document.	30.07.2014, at the Office of CPM/DFCCIL/Allahabad (East).
Date & time of closing for sale of Tender document.	01.09.2014 up to 15.00 hrs.
Date & time for receipt of filled Tender document.	02.09.2014 up to 15.00 hrs.
Date, time & place for opening of Tender document.	02.09.2014 at 15.30 hrs at the office of CPM/DFCCIL/Allahabad(East).
Approximate cost	Rs. 23,65,200/-
Earnest money	Rs. 47,300/-
Validity of offer	90 days from the date of opening
Completion period	02 years from the date of issue of LOA.
DFCCIL's Web site	http://www.dfccil.org or http://www.dfccil.gov.in

Tenders without earnest money will be summarily rejected. Earnest money in the form of Bank Guarantee will not be accepted.

NOTES:-

1. The Tenderer should read carefully all the clauses of tender document, before quoting rates.
2. Non transferable tender documents may be purchased by tenderers from the office of CPM/DFCCIL/Allahabad(East) during office hours (10.00 Hrs to 18.00 hrs) on working days on payment of non refundable amount of **Rs.2000/- (Rs. Two Thousand only)** per copy to be deposited by way of DD/Pay Order in favour of DFCCIL payable at Allahabad.
3. Tender forms can also be obtained by post by sending a demand draft for **Rs. 2,500/- (Rs.Two thousand five hundred only)** per copy in favour of DFCCIL payable at Allahabad.
4. Tender paper can also be downloaded from DFCCIL's website (<http://www.dfccil.org> or <http://www.dfccil.gov.in>). In this case the tenderer shall enclose a demand draft of **Rs. 2000/- (Rs.Two**

Tender No. : ALD(E)/EN/Hiring of vehicle/13-38

Thousand only) in favour of "DFCCIL payable at Allahabad" along with the tender.

5. In case the date of opening happens to be a holiday, the tenders shall be received and opened at the same time & place on the next working day.

Chief Project Manager
DFCCIL/Allahabad(East)
for and on behalf of Dedicated Freight
Corridor Corporation Of India Ltd.

PREAMBLE**Tender No. ALD (E)/EN/Hiring of vehicle/13-38**

- 1. NAME OF THE WORK:** Hiring of Diesel driven Three Nos. NON AC Inspection vehicle Bolero/Tata Sumo /Tavera or similar for inspection of various works in connection with construction of Dedicated Freight Corridor.
- 2.** The vehicles should be in perfectly good condition and should not have registration prior to three years from date of Issue of NIT.
- 3. TENDER BID:**
The tenderer shall submit his tender in sealed cover. The original tender paper purchased from this office shall be returned duly signed along with the original offer. The details to be included in Tender Bid is given in "Instructions to Tenderers and Conditions of Tendering." (Section-II, Chapter-I).
- 4. LAST DATE OF SUBMISSION:**
The Tender shall be received up to **15.00 hrs. of 02.09.2014** in the office of Chief Project Manager DFCCIL, Allahabad (E).
- 5. DATE OF OPENING OF TENDER:**
Tender's Bid will be opened at **15.30 hrs. of 02.09.2014** at same address as mentioned in para-4 above.
- 6. COMPLETION PERIOD OF WORK:**
The entire work is to be completed in 24 (**Twenty Four**) month from the date of issue of Letter of Acceptance.
- 7. THE LIST OF ADDRESSES TO WHICH CORRESPONDENCE AND DOCUMENTS RELATING TO CONTRACT SHOULD BE SENT:**
Office of Chief Project Manager/Allahabad (E), 1st Floor, Old GM Building, N.C. Railway, Valmiki Chauraha, Nawab Yusuf Road, Allahabad - 211001.
- 8. EARNEST MONEY:**

The Tenderer shall deposit a sum of **Rs. 47,300/-** as Earnest Money in a manner prescribed in "Instructions to Tenderers and Conditions of Tendering."(Section-II, Chapter-I).
- 9. SECURITY DEPOSIT & CONTRACT PERFORMANCE :**
The Tenderer shall deposit Security deposit and Contract Performance Guarantee in a manner prescribed in para **2 & 3** of "Special Conditions of Contract "(Section-II Chapter-II).

10. SCHEDULE OF QUANTITIES:

The schedule of quantities for various works are indicated in "Schedule of works". The tenderer is advised to quote rate for all items.

11. DOWN LOADING OF TENDER DOCUMENTS FROM WEBSITE

11.1 Tenderers can download the tender document from website www.dfccil.org or www.dfccil.gov.in

11.2 The tenderers submitting their offer on the documents downloaded from the website should enclose requisite cost of tender documents along-with their offer, failing which their offer is liable to be summarily rejected.

11.3 The tenderer using the tender document downloaded from the website should watch the website for corrigendum/ addendum to the NIT/ Tender document and there will not be any separate individual communication for the same.

11.4 In case of any dispute, the hard copy of the tender document shall be considered as final.

SCHEDULE OF WORK

Hiring of Diesel driven Three nos. NON AC Inspection vehicle Bolero/Tata Sumo/Tavera or similar for inspection of various works in connection with construction of Dedicated Freight Corridor for the period of 2 years.					
SN.	Description	Unit	Qty	Rate (Rs.)	Amount (Rs)
1	Monthly charges for provision of Hiring of diesel driven inspection vehicle non-AC Bolero/Tata Sumo/Tavera, or similar for inspection of various works in connection with construction of DFC for 12 hours a day and upto 2500 Kms. per month. Rate includes fuel, all taxes, license fee, permit, driver's wages, repairs and maintenance, except service tax, Toll Tax & Parking fee. Service tax as applicable shall be paid extra on production of proof of depositing the same. Toll tax and parking fee if any shall also be reimbursed on production of receipts.	Vehicle Month	72		
2	Extra charges for running of vehicle per Km. over item no. 1 (6000 km X 3 vehicles X 2 years = 36000 km).	KM	36000		
3	Rent of additional hours for vehicles hired under item no. 1 over and above 12 hours per day and accumulation of 312 hrs in a month.	Hour	More than 312 hrs		

Chief Project Manager
DFCCIL/Allahabad (E)
for and on behalf of Dedicated Freight
Corridor Corporation Of India Ltd. ,

SECTION – II

Section – II/CHAPTER - I**INSTRUCTIONS TO TENDERERS & CONDITIONS OF TENDERING.****INDEX**

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SECTION - II
CHAPTER-I

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS

- 1.1 Tenders are invited on behalf of Dedicated Freight Corridor Corporation Of India Ltd. from established and reliable contractors for the work of Hiring of Vehicles as given in the Preamble.
- 1.2 The "General Conditions of Contract) " applicable for the work, Special Conditions of Contract, Instructions to tenderers and conditions of tendering, Preamble including schedule of work & forms etc. shall, hereafter, be collectively referred to as the "Tender papers".
- 1.3 Any clarifications required by the tenderer may be obtained from the office of Chief Project Manager/DFCCIL/Allahabad (E).

2. TENDERER'S CAREFUL STUDY OF TENDER, SITE OF WORK & LOCAL CONDITIONS

- 2.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract. DFCCIL shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule shall be entertained after the offer is accepted by the DFCCIL on account of any local condition or factor.
- 2.2 The intending tenderer is advised to study the tender papers carefully. Any submission of a tender by the tenderer shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his tender. Failure to adhere to anyone or all these instructions may render his offer liable to be rejected without any reference.

3. COMPLIANCE TO TENDER CONDITIONS

- 3.1 The tenderer shall indicate paragraph by paragraph for each section of the tender document that either his tender complies in every respect with the requirements of each clause and sub clause.

4. EARNEST MONEY

- 4.1 (a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender under the conditions of tender. The earnest money shall be as under for estimated value of tender as indicated in the tender notice.

Value of the work (Tender value)	EMD
For works estimated to cost up to Rs. 20 crore.	Two percent of the estimated cost of the work (subject to maximum of Rs. 30 lacs).
For works estimated between 20 crore to 50 crore.	One and One-half percent of estimated cost of work (Subject to maximum of Rs. 50 lacs).
Works estimated cost above 50 crore	One percent of the estimated cost.

The earnest money shall be rounded to the nearest Rs.10/-. This earnest money shall be applicable for all modes of tendering.

- 4.1 (b) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation on his part that after submitting his tender, he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Project Manager/DFCCIL/Allahabad (E). Should the tenderer fails to observe or comply with the said stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited to the DFCCIL.
- 4.1 (c) If his tender is accepted, this Earnest Money in sub clause (a) above will be retained as part of security for due and faithful fulfillment of the contract as required under para 2 of special conditions of contract. The earnest money of other tenderers shall, save as herein before provided, be returned to them but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession nor be liable to pay interest thereon .
- 4.2 (a) The Earnest Money receipt shall be incorporated in the original copy of the tender document.
- 4.2 (b) Deposit receipt, pay orders or Demand Drafts of the State Bank of India or any of the Nationalized Bank. No confirmatory advice from the Reserve Bank of India will be necessary.
- NOTE:-** Deposit receipts, Pay Order and demand Drafts should be drawn in favour of DFCCIL Payable at Allahabad and endorsed "Account Payee". These instruments should be valid atleast for the period covering two months beyond the validity of the offer.
- 4.3 No reference to the previous deposit of Earnest Money & Security Deposit for adjustment against the present tender will be accepted and any request for recovery from any security Deposit against present tender will not be entertained.
- 4.4 No interest will be payable by the DFCCIL on the Earnest Money.
- 4.5 Any tender not accompanied by Earnest Money in one of the approved forms will be summarily rejected.

- 4.6 The Earnest Money shall be forfeited for breach of any of the tender conditions or if the contractor fails to execute the Contract Agreement (to be determined by the Engineer in-charge) after notification of the acceptance of his offer.

5. SUBMISSION OF OFFERS:

- 5.1 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be summarily rejected.
- 5.2 In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the next working day.
- 5.3 All offers shall be either type written or written neatly in indelible ink. Each page of The offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right hand corner of the top page. All the supporting documents should be submitted in original . However in case of some documents where it is not possible to submit original documents ,the same may be submitted duly attested by Gazetted officer of Govt. of India but the tenderer must produce original documents for verification when called for in short notice .
- 5.4 All copies of the tender paper shall be signed in ink by the tenderer, on each page including closing page, in token of his having studied the Tender papers carefully.
- 5.5 **RATES IN FIGURES & WORDS:-** All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and in words in the prescribed offer form. In case of difference in words and figures, the amount written in words will be taken into consideration. If more than one or improper rates are offered by any tenderer for the same item, then that particular offer is liable to be rejected.
- 5.6 **ATTESTATION OF ALTERATION:-** No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer / tenderers in his/their entries must be attested by him/them.
- 5.7 The mode and packet system of tendering is specified in TENDER NOTICE.

5.8 OPEN TENDER SYSTEM

- 5.8.1 The tenderer shall submit his tender in sealed cover. Tender offer shall be complete in all respects. Tender bid shall be sealed in one envelope bearing the tender number its description and date of closing/opening.

5.8.2 OPENING OF TENDER:

The Tenderers' bid will be opened at the time & date of opening of the tender given in the tender notice. The tenders will be opened immediately thereafter and rates read out in presence of such Tenderers/Representatives who choose to be present. Tenders, which are received after the time and date specified above, may not be considered. In case the intended date for opening of tenders is declared holiday, the tenders will be opened on the next working day at the same time.

5.8.3 VALIDITY OF OFFER

The tenderer shall keep the offer open for a minimum period of 90 (Ninety) days, from the date of opening of tender. Within that period, the tenderer can not withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.

6. SCHEDULE OF PRICES

The Unit prices should be quoted by the Contractor after taking all the relevant factors into consideration and these should be Firm and all inclusive without any variation clauses. The prices shall be quoted in rupees for the units under metric system.

7. RATES DURING NEGOTIATION

The tenderer/s shall not increase his/their quoted rates in case the DFCCIL Administration negotiate for reduction of rates, such a negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

8. PERIOD OF COMPLETION

The works/work are/is to be completed within a period as mentioned in tender notice from the date of issue of Letter of Acceptance of the tender.

9. NON TRANSFERABILITY & NON REFUNDABILITY

The tender documents are not transferable. The cost of tender paper is not refundable.

10. ERRORS OMISSIONS & DISCREPANCIES

The Contractor(s) shall not take any advantage of any mis-interpretation of the conditions due to typing or any other error and if in doubt, shall bring it to the notice of the Engineer, without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the mis-interpretation shall be entertained.

11. WRONG INFORMATION BY TENDERER

If the tenderer/s deliberately gives/give wrong information in his/their tender, creates/create circumstances for the acceptance of his/their tender, the DFCCIL reserve the right to reject such tender at any stage.

12. AUTHORITY FOR ACCEPTANCE

12.1 The authority for the acceptance of the tender will rest with the DFCCIL. The DFCCIL shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender.

12.2 The contractors operations and proceedings in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the contractor shall further observe and comply with the bye-laws and regulations of the Govt. of India, State Govt. and of Municipal & other authorities having jurisdiction in connection with the works.

13. AGREEMENT

The successful tenderer/s shall be required to execute an agreement with the Dedicated Freight Corridor Corporation Of India Ltd. acting through the Chief Project Manager/DFCCIL/Allahabad (E) or his accredited officer for carrying out the work according to the tender documents as indicated.

14. TENDERER'S ADDRESS

Tenderer shall state in the tender his present and permanent postal address fully and clearly along with functional Telephone nos. Any communication sent to the tenderers by post at his said address, shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered post.

15. Payments through RTGS/NEFT.

Tenderer shall be required to submit the details in the enclosed FORM No. 4 at the time of submission of tender documents for making payment through e- payment vide NEFT/RTGS.

**SECTION - II /CHAPTER - II
SPECIAL CONDITIONS OF CONTRACT**

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SPECIAL CONDITIONS OF CONTRACT

1. AGREEMENT

The successful Tenderer shall within 15 days from issue of LOA to be bound to execute an agreement based on accepted rates and conditions, in such form as the DFCCIL may prescribe, and lodge the same with the DFCCIL together with the conditions of contract, Schedule of prices referred to therein duly completed. Extension of time for signing of Agreement beyond 15 days and upto 30 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. The form for agreement is included in Section II, Chapter - III, (Form No.2).

2. SECURITY DEPOSIT

- (a) 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 rate for which are given below, may be deposited by the contractor or may be recovered by percentage deduction from the contractor's "on account" bills.

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

Security deposit for each work should be 5% of the contract value

- (b) The rate of recovery should be at the rate of 10% of the on account bills till the full security deposit is recovered.
- (c) Security deposits will be recovered only from the on account bills of the contract and no other mode of collecting SD (such as SD in the form of instrument like BG, FD etc) shall be accepted towards security Deposit.
- (d) Security Deposit shall be released to the contractor by the Competent Authority only after the expiry of the completion period and after passing the final bill based on "No Claim Certificate". The Competent Authority shall normally be the authority who is competent to sign the contract. The certificate, inter alia, should mention that the work has been completed in all respects and all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.
- (e) No interest will be payable upon the Earnest Money and security Deposit or amounts payable to contractor under the contract.

3. PERFORMANCE GUARANTEE

- (a) The successful bidder shall have to submit a performance guarantee (PG) within 15 (Fifteen) days from the date of issue of letter of acceptance (LOA). The form of performance guarantee is included in Section - II, Chapter - III (Form no. - 3). Extension of time for submission of PG beyond 15 days and upto 30 days from the date of

issue of LOA may be given by the authority who is competent to sign the contract agreement.

- (b) The successful bidder shall submit the performance guarantee (PG) in any of the following forms amounting to 5 percent of the contract value;

The performance guarantee may be in any of the following forms :-

- (i) Irrevocable bank guarantee,
- (ii) Government Securities including state Loan Bonds at 5 percent below the market value,
- (iii) Deposit receipts, pay orders, Demand Drafts and Guarantee Bonds.

These forms of Performance Guarantee could be either of the State bank of India or of any of the Nationalised Banks,

- (iv) Guarantee Bonds executed or Deposit Receipts tendered by all Schedule Banks,
- (v) A Deposit in the Post Office Saving Banks,
- (vi) A Deposit in the National Savings Certificates,
- (vii) Twelve years National Defence Certificates,
- (viii) Ten years Defence Deposits,
- (ix) National Defence Bonds,
- (x) Unit Trust Certificates at 5 percent below market value or at the face value whichever is less,
- (xi) Also FDR in favour of DFCCIL payable at Allahabad (free from any encumbrance) may be accepted.

- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued but before signing of the contract agreement. This PG shall be initially valid up to 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 PG extended to cover such extended time for completion of work plus 60 days.

- (d) The performance guarantee (PG) shall be released after physical completion of the work based on completion certificate issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit shall however be released only after after passing the final bill based on "No Claims Certificate" issued by the contractor.

- (e) Whenever contract is rescinded, the security deposit shall be forfeited and the performance guarantee shall be encashed. The failed contractor shall be debarred from the participating in the tender in future.

- (f) Failure by the contractor to extent the validity of performance guarantee as described here in above, in which event the engineer may claim the full amount of the performance guarantee.

- (g) The contract being determined or rescinded under provisions of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the Dedicated Freight Corridor Corporation Of India Ltd.

4. CONDITIONS OF CONTRACT FOR HIRING OF VEHICLES

SCOPE OF WORK AND DUTY

- 4.1 Inspection Vehicle is required for transportation of Officer/Staff to various stations and section between Kanpur to Mughalsarai. The vehicle will be based at Allahabad. However DFCCIL reserve the right, without any extra rates, to change the above base station of vehicle to Mughalsarai /Mirzapur with prior notice of 15 days. Such change in base station will be done in case vehicle is required at new base station for at least three months.
- 4.2 The Inspection vehicle should be in good condition and shall not be older than 3 years. The contractor shall supply the vehicle in perfectly good condition and vehicle shall be maintained in good condition through out the period of validity of contract so as to ensure satisfactory service under the contract. Vehicle shall be suitable on any type of road i.e. Kutcha or Pucca. The vehicle shall also be required to go along the Railway embankment for approaching any desired kilometer or site. The DFCCIL shall have the right to reject the vehicle if not found in a satisfactory condition.
- 4.3 The interior of the vehicle must be tidy with neat and loose replaceable seat cover. Exterior of the vehicle shall also be presentable and acceptable to DFCCIL. 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.
- 4.4 Vehicle shall have to report at nominated place and time. Any delay in reporting will be considered as absence for the day. Nominated place may be changed, if required.
- 4.5 The driver shall report to the officer concerned to whom the vehicle is attached at nominated place. The duty hours and Km shall be counted on reporting for duty at nominated place and till release of the vehicle for the day. In case of situation where this is not applied the officer to whom the vehicle is attached shall decided the count of duty hours and Kms for both reporting and release of vehicle. Vehicle will be hired for 312 hrs. in a month with average daily working of 12 hrs. and shortfall/excess on any working day will be adjustable.
- 4.6 Contractor shall maintain a separate log book in specified format which shall be signed jointly by the driver and verified by the Officer-in-charge. It will be the sole responsibility of the driver that log book is filled up daily and there is no cutting/over writing. If there is any cutting/over writing, the same shall be attested by the officer-in-charge using the vehicle or DFCCIL's authorized representative. Timing and Kilometer reading shall be noted every day at the time of reporting at nominated place and release from same place.

- 4.7 Vehicle will be required generally for 12 hours every day, which will normally be from 08.30 to 20.30 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 incoming facility at contractor's own cost.
- 4.8 Vehicle shall be required for full calendar months including Saturday. Maintenance rest will be provided normally on all Sundays. In case of exigencies and emergencies, the vehicle can be called on Sunday/National Holidays also. For each such Sunday/ National Holidays an extra amount of **Rs.150/-** shall be paid or alternatively maintenance rest will be provided on any other day. Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extant labour laws for which no extra payment will be made.
- 4.9 The contractor shall ensure that all the meter particularly the kilometer/speedometer and other devices of vehicle are always in working condition. If the km gets out of order instantaneously the reading given by the Officer shall be the final and binding on the contract.
- 4.10 The driver put on job by the contractor must always possess valid driving license, registration papers, road tax paid receipt, and insurance papers of vehicles against accident etc. as per rules and statutory obligations. Frequent changing of driver of vehicle will not be permitted.
- 4.11 The driver of the vehicle should be well mannered, experienced and educated. Driver should report for duty properly dressed. He has to make his own arrangement for lodging and boarding. No accommodation will be provided to the driver by DFCCIL.
- 4.12 All statutory taxes (except Service Tax) and liabilities levied/leviable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities. In addition to Service Tax, Toll tax & parking fee shall also be reimbursed on production of receipt.
- 4.13 The contractor shall be solely responsible for the compliance of statutory regulations applicable to contractor labour as also other Central and State Government Statutory regulations associated with works such as provision of Minimum Wages Act, 1984, the Work Men Compensation Act, 1923 etc. No liability what so ever shall attach to the DFCCIL on account of or any failure on the part of the contractor to observe these regulations.
- 4.14 DFCCIL may provide open parking space but parking shall be purely at contractor risk.

- 4.15 During the currency of contract, vehicle cannot be used for any other purpose except for DFCCIL.
- 4.16 The Contractor shall provide a spare wheel and necessary tools in a good working condition.
- 4.17 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 Vehicles or driver during period of hire and contractor/supplier will indemnify DFCCIL against any losses/damages arising out of it.
- 4.18 The contract shall be governed by the General Condition of Contract and Security deposit and income tax shall be deducted as per extent rules. For the purpose of this contract, the General Condition of Contract, as issued by the North Central Railway, with latest correction slip issued, shall be applicable.
- 4.19 The DFCCIL reserves the right to terminate the contract if the contractor fails to render the services as per various provision of the contract. The contractor shall not be entitled for any extra rate/payment/claim on account of this. In such case of termination of contract on contractor's account, the entire security deposit shall be forfeited and the firm shall be debarred for further hiring of vehicles in DFCCIL.
- 4.20 The DFCCIL reserves the right to short close the contract at any time, without any financial implication on either side, on administrative ground without assigning any reason thereof by giving one month notice in advance. The contractor shall not be entitled for any extra rate/payment/claim on account of this.
- 4.21 An item wise excess of upto 25% and saving upto 100% can be done at the discretion of DFCCIL at applicable rates with overall variation within + 25%.

5 DEFINITION APPLICABLE FOR THE PURPOSE OF HIRING

- 5.1 The month shall be reckoned from first date on which the vehicle is put into 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. if the vehicle is put into service for the first time on 15th August, the month will be from 15th August to 14th September, 15th Sep to 14th October and so on).
- 5.2 Day means a calendar day starting from 00 hrs to 24 hrs.
- 5.3 One hour is of 60 minutes for the purpose of payment and a fraction up to 30 minutes shall not be taken into account and more than 30 minutes shall be considered as an hour.

6 RATES, PAYMENT AND PENALTY

- 6.1 The rates filled in the schedule shall be inclusive of all charges, taxes, duties, incidental charges, penalties etc. leviable by the State/Central Government and local bodies. The rates of hire are inclusive of road tax government levies and charges for inspection certificate as per statutory requirements for time to time. This is however, excluding Service Tax which would be reimbursed by DFCCIL based on actual tax paid, subject to submission of documentary evidences. Toll tax & parking fee shall also be reimbursed on production of receipt.
- 6.2 The rates are inclusive of all major/minor repairs, servicing of vehicles, cost of diesel, lubricants and other consumables as and when required for running of vehicles, salary, allowances and other benefits as admissible to driver from time to time.
- 6.3 No additional charges in any form except as stipulated specifically in various clauses of terms and conditions shall be admissible.
- 6.4 Payment of hiring charges will be made once in a month through cheque/RTGS on submission of bill as per accepted rates and after the due verification of log books as necessary by the DFCCIL Official.
- 6.5 If average running of vehicle is more than 2500 Km per month, extra payment for additional Kms. beyond 2500 Km shall be made as per the rate quoted and accepted for item 2 of the schedule. Similarly if the vehicle is used for more than 312 hrs in a particular month, an extra payment of additional hours of use as per the rate quoted and accepted for item 3 of schedule shall be made.
- 6.6 In case the driver, to make a night halt/reaches HQ after 23.00hrs outside the place where the vehicle is based, the night allowance shall be payable @ **Rs.150** per night. In case of dispute in calculation, DFCCIL's decision shall be final.
- 6.7 Calculation of daily rate for the purpose of penalty:
Daily Rate=Monthly Accepted Rate per 2500 Km/30.
- 6.8 Contractor shall ensure the punctuality in booking and supply of the vehicle so that vehicle is made available every time to the officer in charge even at short notices failing which the penalty shall be imposed at the one time of Daily Rate as per clause 6.7.
- 6.9 If vehicle does not turn up on any day, three times of Daily Rate, calculated as per clause 6.7, which include the penalty, will be deducted from the contractor's bill. In addition to above penalty, payment for that day will also not be released.
- 6.10 In the case of breakdown of the vehicle en-route during the course of operation, contractor has to provide substitute vehicle within the period of 02 hours plus reasonable running time from the garage of contractor to place of breakdown failing which a penalty of **double the**

daily rate shall be levied for the delay of each day. Daily rate shall be calculated as per clause 5.7. In addition to above penalty, payment for days of non availability of vehicle will also not be released.

- 6.11 If a vehicle is out of order or under scheduled maintenance, an alternative vehicle with same specification should be made available, failing which penalty of **double the daily rate** shall be levied for each day. Daily rate shall be calculated as per clause 5.7. In addition to above penalty, payment for days of non availability of vehicle will also not be released.
- 6.12 If contractor fails to provide the stipulated inspection vehicle or similar vehicle on a particular day and officer concerned in the exigency of work permit other four-wheeler then payment shall be made at 80% of the accepted rate.
- 6.13 Punctuality in attendance and disciplined behavior is of utmost importance for the driver. In case the driver is not found to the satisfaction of DFCCIL's officers/Officials the same shall be changed by the contractor failing which a driver from the market would be arranged by the DFCCIL and double the stipulated salary shall be charged from the contractor.
- 6.14 During emergencies the driver shall report the duty within 45 minutes even during his off hours, on call, failing which a penalty of Rs. 200/- per fifteen minutes delay will be deducted from the bills.
- 6.15 Any officer nominated for the purpose shall inspect the vehicle engaged in service and in case of non-compliance of any of the condition, a penalty upto Rs. 200/- per case shall be imposed on defaulting contractor.
- 6.16 The rate quoted and accepted shall not be revised or altered during the currency of contract period except on account of variation in fuel, for which revision of rates will be done as per condition in subsequent para.
- 6.17 Revision of rates due to increase/decrease in the Diesel cost will be considered by DFCCIL if there is increase/decrease by equal or more than 10%. In the event of increase/decrease in the price of fuel, the rate quoted will be proportionately increase/decrease by 25% (twenty-five percent) of increase/decrease in the price of fuel.

For example, if the price of Diesel is enhanced by 10%, the rates of Diesel run vehicle will be revised upwards by 2.5%. This will be applicable for schedule item 1 and 2 only. If the monthly rate is Rs. 10,000/-, it would change to Rs. 10,250/- per month; if the daily rate is Rs. 500/-, it would change to Rs. 512.50/- per day. Similarly calculation for downward revision of fare will be done with decrease in Diesel cost.

Increase/decrease in rates will be effective from the date of increase/decrease of rates of Diesel.

The basic rate of Diesel for the purpose of above variation shall be taken the Diesel rates at Allahabad on the date of supply of vehicle.

7.0 GENERAL

The rate shall be inclusive of all expenditure including fuel, maintenance etc. No additional charges, in any form, will be admissible. DFCCIL will be concerned only about the utilization of the vehicle.

- 7.1** The tenderer shall submit relevant papers such as registration of vehicle, insurance etc. The vehicles to be deployed shall be in his own name/firm's name or power of attorney for deploying the vehicles in DFCCIL for the period of contract, shall be enclosed for the number of vehicles to be provided a per tender.
- 7.2** The contractor or his authorized representative should be available on phone round the clock. In case of emergent requirement of vehicle by the using officer during off duty hours, a vehicle shall be made available by the contractor on phone call as early as possible. The contractor must have an establishment in Allahabad with at least one permanent telephone number which should be duly intimated to the DFCCIL Administration. In case of any change in his contract details, it shall be responsibility of the contractor to inform the DFCCIL Administration in advance.
- 7.3** A particular vehicle along with a particular driver shall be assigned. No change in the vehicle or the driver is ordinarily permitted. In case a change in the vehicle or driver becomes unavoidable, the contractor shall obtain prior consent of the DFCCIL Administration using officer.
- 7.4** The DFCCIL reserves the rights to terminate the contract at any time without assigning any reason thereof by giving one-month notice in advance. The tenderer/s shall not be entitled for any extra rate on account of this.
- 7.5** All disputes & differences of any kind what so ever arising out of or in connection with the contract whether during the progress of the contract or after its completion shall be referred by the contractor to the DFCCIL and DFCCIL shall within a reasonable time after receipt of the contractor's representation, make and notify decisions on all matters which shall be deemed as excepted matters and decisions there on shall be final and binding on the contractor.

- 7.6** The contractor shall be liable to honour Central and State law, statutory rules, regulation, notification like Legislation, local self government/municipal requirements etc. and shall be solely responsible for any breach thereof. DFCCIL stands indemnified against any penalty/prosecutions consequent to the violations (deliberate or inadvertently) by the contractor or his employee/ representative etc. of such statutory provision in force.
- 7.7** The contractor shall at all times indemnify to the DFCCIL administration against all claims which may arise due to accident or otherwise under motor vehicle act or workman's compensation act or any other act or statute having bearing over the services and for engagement of workman, directly or indirectly for performance of work under the contract or due to the breach of the terms and conditions mentioned herein and owing to any sort of act of omission or commissions on the part of the contract during the currency of this contract.
- 7.8** 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 officer with respect to the amount of such indemnity shall be accepted by him finally.
- 7.9** 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.
- 7.10** All other charges of Central Government/State Government or any other authorities, if any are to be included by the tenderer in his BID.
- 7.11** The contractor shall indemnify the DFCCIL and its employee against any penalties, as **Principal Employer**, for any failure of the tender to honour various Central/State Government Laws/enactments.
- 7.12** In case of any dispute regarding interpretation of any of the above quoted clauses, decision of the Chief Project Manager/DFCCIL/Allahabad(E) will be final and binding on the contractor.

SECTION - II
CHAPTER – III
FORMS OF TENDER

Form No.	Subject	Page No.
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OFFER LETTER

**To,
Dedicated Freight Corridor Corporation Of India Ltd.,
Acting through Chief Project Manager/
DFCCIL,Allahabad (East).**

1. I/We _____
_____ have read the various conditions to tender attached here to and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 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 hereby agree to abide by the General and Special Conditions of Contract and to carry out the work according to the Terms & Conditions laid down by the DFCCIL administration for the execution of present contract.
2. A sum of Rs. _____ only is herewith forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,
 - (a) I/We do not execute the contract Agreement within 15 days after receipt of Letter of Acceptance issued by the DFCCIL administration that such documents are ready or,
 - (b) I/We do not commence the work within 7 days after receipt or orders to that effect.
3. Until a formal agreement is prepared and executed the 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.

DATE:	SIGNATURE OF CONTRACTOR(S)
SIGNATURE OF WITNESS:	CONTRACTOR(S) ADDRESS
1. _____	_____
2. _____	_____

AGREEMENT

THIS AGREEMENT made on _____ day of _____
 Two Thousand Fourteen between DFCCIL, Fifth Floor, Pragati Maidan, Metro
 Station Building Complex, New Delhi – 110001 acting through Chief Project
 Manager, First Floor, Old G.M. Building, Nawab Yusuf Road, near Balmiki
 Chauraha, DFCCIL, Allahabad(East) (hereinafter called 'the
 Employer/Engineer') of one part and Messrs _____
 _____(hereinafter called the Consultant) of
 the other part.

WHEREAS the employer is desirous that certain works should be
 executed by Consultant viz. Contract no. _____
 _____(hereinafter called the works) and has
 accepted a Bid by the Consultant for the execution on 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 Quantities
3. In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenant to pay the Consultant in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

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

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

Witness:

Witness:

1.

1.

2.

2.

GUARANTEE BOND FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of appropriate value)
 (To be used by approved Scheduled Banks)

To

Dedicated Freight Corridor Corporation of India Ltd.
 Fifth Floor, Pragati Maidan,
 Metro Station Building Complex,
 New Delhi – 110001

[Acting through Chief Project Manager, First Floor, Old G.M. Building,
 Nawab Yusuf Road, near Balmiki Chauraha, DFCCIL, Allahabad(East)]

WHEREAS

_____ (hereinafter called "the Consultant") has undertaken, in
 pursuance of Contract No. _____
 dated _____ to execute _____

_____ (hereinafter called "the contract").

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

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

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

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

We further agree that no change or addition to or other modification of
 the terms of the Contract or of the Works to be performed there under
 or of any of the Contract documents which may be made between you
 and the Consultant shall in any way release us form any liability under

this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto _____ (a date 60 days from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____

Address: _____

Date: _____

Payments through RTGS/NEFT

FORM No. 4
Para-16 of Section -II,
Chapter - I

1. Centre (City Code)
2. Vendor code
3. Beneficiary Name
4. Account type
5. Bank Account No.
6. Name and address of Bank
7. Bank telephone No. with STD code
8. Bank Branch MICR code
9. Bank Branch IFSC code
10. Firm e-mail address

I /we confirm that I/we will bear the charge, if any, levied by my/our bank for the credit of RTGS/NEFT A/cs in my/our account.

Thanking you

For -----

(Authorized Signatory)

We confirm that we are enabled for receiving NEFT/RTGS credits and further confirm that the A/c No. of (Firm's name). The signature of authorized Signatory and the MICR and IFSC code of our branch mentioned above are correct.

Bank's Verification
(Manager's/Officer's Signature)
With bank's stamps

Chief Project Manager
DFCCIL/ALD(E)
for and Behalf of Dedicated Freight Corridor
Corporation of India Limited

I/We agree to abide by the terms and conditions mentioned above.

**Name & Signature
of the Tenderer/s**

End of Tender Document