



BID DOCUMENT

Name of Work :-“Hiring of 11 (Eleven) Nos. four wheeler diesel driven commercial vehicles for the official use of DFCCIL/Ajmer unit spread over Ajmer to Abu road.”

TENDER NO: AII/AD/ Vehicle Hiring/2017/1R

SINGLE PACKET OPEN ONLINE E - TENDER

Visit: www.tenderwizard.com/DFCCIL

Dedicated Freight Corridor Corporation of India Ltd. **AJMER**
A Govt. of India (*Ministry of Railways*) Enterprise
A-1, Circular Road, **Ajmer**-305001
Fax No. 0144-2970463, E-mail: dfccil.ajmer@hotmail.com

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CHECK LIST

Check List of Items to be Uploaded by the Tenderer in E-Tender on or before the Last Date& Time of Bid Submission	
1	Earnest Money Deposit of Rs. 2,09,880/- (<i>Rupees Two Lakh Nine Thousand Eight hundred and Eighty only</i>), confirming to Para 2 of General Conditions of Contract under Section-3 of the bid document (<i>Statutory document</i>). The EMD should be in the form of Demand Draft or Banker's Cheque or FDR made in favour of DFCCIL payable at Delhi/Ajmer from any Nationalized or Indian Scheduled Commercial Bank.
2	Cost of Bid document of Rs.5,000/- (<i>Rupees Five Thousand only</i>) in the form of D.D. or Banker's cheque made in favour of DFCCIL payable at Ajmer from any Nationalised or Indian Schedule Commercial Bank.
3	Forwarding letter duly signed by the tenderer for acceptance of tender conditions unconditionally , in the prescribed format as per ' Appendix-I '.
4	Bidder's General Information as per ' Appendix-II '
5	Registration certificate of the Company in case of company.
6	Partnership Deed/Memorandum and Articles of Association of the firm or company.
7	Documentary evidence in support of Proprietorship (<i>in case of sole proprietor</i>).
8	Copy of Service Tax Registration Certificate & PAN/TAN Card
9	Power of Attorney of the person having digital signature for signing/submitting the Tender ' Appendix-III '
10	Detail of similar works completed in last 3 years (<i>i.e. current financial year upto the date of Experience Certificate</i>) of each completed work duly signed by the authorized officer of the concerned department as per the format attached as ' Appendix-IV '.
11	Certificate of Financial Turnover for last 3 financial years and the current financial year(<i>upto the last date of submission of tender</i>) as per format at ' Appendix-V '
12	'Appendix-VI' Deleted.
13	Certificate of No relative being an employee of DFCCIL as per ' Appendix-VIII '
14	Registration Certificates of having registered under various Labour Laws (<i>As applicable</i>).
15	Entire Tender Document is first to be downloaded from E-Tender Portal (<i>in PDF Format</i>) and then to be uploaded with digital signature by the Authorized Signatory of the bidder.
16	All pages of all the Corrigendum/Addendum/Clarification etc. (<i>if any</i>) are first to be downloaded from E-Tender Portal and then to be uploaded with digital signature by the Authorized Signatory of the bidder.
17	Financial Bid (<i>Microsoft Excel file</i>) to be filled, saved and uploaded in e-tender portal i.e, www.tenderwizard.com/DFCCIL

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

Note:-

- (i) Document No.1 to 14 of the Check List above should be scanned and uploaded in the **'Document Library'** of the E-Tender Portal (*www.tenderwizard.com/DFCCIL*) through digital signature & after that, attach all above documents in particular tender.
- (ii) Similarly the document mentioned at S.No.15 to 16 of the Check List should first be downloaded from E-Tender Portal (*in PDF Format*) and thereafter, upload them to E-Tender Portal, through digital signature in document library & after that, attach the same in particular tender.
- (iii) However, the tenderer (s) **must submit document no.1 & 2** of the Check List in **physical form (originals) in a sealed Envelope** (*mentioning heading on the top as EMD & Cost of Bid Document, with name of Work, NIT No., Name & address of tenderer*) to the office of Chief Project Manager, DFCCIL/Ajmer Unit, A-1, Circular Road, Ajmer 305001. This sealed Envelope must reach CPM/DFCCIL/Ajmer office on or before last date & time of bid submission, failing which, the offer of the tenderer would be **summarily rejected**.
- (iv) For Document No. 17 of the Check List, only the downloaded 'Financial Bid' file should be uploaded after filling, saving and digitally signed. **Do not upload scanned copy of 'Financial Bid' in 'Document Library'**. The financial bid (*after filling the rates*) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to the office of CPM/DFCCIL/Ajmer.

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

TOP SHEET

Tender Notice Number : AII/AD/Vehicle Hiring/2017/1R

Name of work : “Hiring of 11 (Eleven) Nos. four wheeler diesel driven commercial vehicles for the official use of DFCCIL/Ajmer unit.”

Tentative Estimated value of the tender : Rs. 1,04,94,000/- (Rupees One Crore Four Lakhs Ninty Four thousand only)

Cost of Tender Document : Rs.5,000/- (Rupees Five Thousand Only)

Earnest Money : Rs.2,09,880/- (Rupees Two Lakh Nine Thousand Eight Hundred and Eighty only)

Completion period : 2 Years, but extendable by additional one year.

Validity of Offer : 90 days from date of opening of Tender.

Last Date & Time of Bid submission : 23-06 -2017 till 15.00 hrs.

Date & Time of Opening of Bid : 23-06 -2017 at 15.30 hrs.

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

SECTION-1
NOTICE INVITING OPEN E-TENDER

Dedicated Freight Corridor Corporation of India Ltd.

(A Government of India Enterprise under Ministry of Railways)

SECTION-1**NOTICE INVITING OPEN E-TENDER****Tender Notice No:** AII/AD/ Vehicle Hiring/2017/1R

1. The Chief Project Manager/DFCCIL/Ajmer for and on behalf of DFCCIL invites open, E-Tender in Single Packet System on the prescribed form for the under noted work.

S. No	Tender No.	“AII/AD/VEHICLE HIRING/2017-1R”
1	Name of Work	“Hiring of 11 (Eleven) Nos. four wheeler diesel driven commercial vehicles for the official use of DFCCIL/Ajmer unit.”
2	Estimated Cost of Work	Rs. 1,04,94,000/- (Rupees One Crore Four Lakhs Ninty Four thousand only)
3	Completion Period	24 months (Twenty four months)
4	Type of BID	Single packet open e-Tender
4	Bid Document cost	Rs. 5,000/- (Rs. Five thousand only.)
6	Earnest Money	Rs.2,09,880/- (Rupees Two Lakh Nine Thousand Eight hundred and Eighty only)
7	Availability of Bid document	From 10.00 Hrs on 25.05.2017 to 15.00 Hrs on 23.06.2017
8	Last Date and time of on line closing of Tender.	Up to 15:00 hours of 23.06.2017
9	Date and time of online Opening of Bid	15:30 Hrs of 23.06.2017
10	Validity of offer	90 days from the date of opening of tender.
11	Address of Communication	Office of Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., A-1, Circular Road , Ajmer , PIN-305001 Fax No. 0145-2970463, E-mail: dfccil.ajmer@hotmail.com

2. ELIGIBILITY CRITERIA

Eligibility criteria of tenderer shall be assessed as per clause 6 of Section-3, General conditions of contract of tender document.

3. Interested bidders who wish to participate should visit **E-Tender Portal** on the website www.tenderwizard.com/DFCCIL, which is the only website for bidding their offer. However, the tender document has also been uploaded on DFCCIL website www.dfccil.gov.in **for viewing only**.
4. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the **addendum(s)/corrigendum(s)** shall be issued and placed **only on E-Tender Portal** www.tenderwizard.com/DFCCIL, at least three days in advance of last date fixed for submission of tenders. The tenderer must keep themselves updated about the latest developments about the tender and ensure that the addendum(s)/Corrigendum(s), if any

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

are downloaded by them from the E-Tender Portal (*in PDF Format*) and thereafter is uploaded on the E-Tender Portal through their digital signature.

5. The tender documents should be submitted through online mode only in website www.tenderwizard.com/DFCCIL. The offer submitted other than online mode, will not be accepted. Please refer Para-1.1, 'Procedure for submission of E-tender' of 'Instructions to Bidder' (*ITB*), Section-2 for clarification.
6. To participate in the E-Bid submission, it is mandatory for the bidders to have **user ID & password** to login www.tenderwizard.com/DFCCIL, which has to be obtained by submitting an annual registration charges of INR 2000/- + Service tax @ 15% to ITI Ltd. through online mode. Bidders will have to pay the Tender Processing Fee to ITI Ltd. through e-payment at the time of request of bid. Already registered vendors with M/s. Indian Telephone Industries Ltd. (*ITI Ltd.*) need not pay registration charges. For further details, please refer Para-1.1, 'Procedure for submission of E-tender' of 'Instructions to Bidder' (*ITB*), Section-2 for clarification.
7. E-Tenders shall be opened online at the address given below at the time and date given in NIT. The tenderer or their representative may attend the tender opening at the following address.
Chief Project Manager/Ajmer, DFCCIL, A-1, Circular Road, Ajmer (Raj)-305001.
Tender shall be submitted as per "Instructions to Bidders (*ITB*)" forming a part of the tender document.
8. Any tender received **without Earnest Money & Bid Document** Cost in the form as specified in tender documents shall not be considered and shall be **summarily rejected**.
9. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding. DFCCIL also reserves the right for asking of any clarification from the tenderers on the submitted bid for evaluation purpose and the tenderer would have to promptly clarify the same.
10. Tenderers may note that, they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. **EMD** of such tenderer **shall be forfeited**. The decision of DFCCIL in this regard shall be final and binding.
11. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document of financially lowest bidder being found false, the provisional qualification shall stand withdrawn, and the next higher bidder (*L-2, L-3 So on*) shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per Clause No. 10.0 above.
12. **JV or Consortium of any kind will not be permitted for this tender.**
13. **In case the tenderer is a partnership firm then, the work experience, solvency, turnover and other shortlisting criteria (as specified in the tender document) should be in the name of Partnership firm only.**

We look forward for your active participation.

For & on behalf of DFCCIL
Chief Project Manager/Ajmer

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

SECTION-2
INSTRUCTIONS TO THE BIDDERS (ITB)

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

SECTION-2**INSTRUCTIONS TO BIDDERS (ITB)**

- 1. General:** All bidders must note that this being E-tender, so bids received only through E-tendering portal shall be considered as an offer. ***Any bid received in paper form (not uploaded in E-Tender Portal) will simply not be opened and shall be summarily rejected.***

Further following instructions should be noted by bidders

1.1 PROCEDURE FOR SUBMISSION OF E-TENDER:**1.1.1 Bid Document obtaining process:**

The Bidder who wish to view free Notification and tender documents can visit DFCCIL's website www.dfccil.gov.in OR www.tenderwizard.com/DFCCIL .

Interested bidders who wish to participate should visit website www.tenderwizard.com/DFCCIL, which is the only website for bidding their offer. Further the procedure is as follows:-

- Register yourself with M/s. Indian Telephone Industries Ltd. (*ITI Ltd.*) for obtaining Login ID and Password (*after paying necessary charges*). This is one time annual payment and applicable for bidding other tenders also.
- Obtain **Class-III** Digital Signature Certificate from ITI Ltd. or any other digital signature issuing authority. In case, bidder wish to obtain the digital signature certificate from ITI Ltd., they may contact helpdesk numbers **011- 49424365 or 9599653865**.
- Using the login ID, password and digital signature enter the tender portal to purchase the tender document.
- The **Bid Document Cost** has to be paid to DFCCIL **through offline mode** only by way of DD/Banker's Cheque drawn in favor of "Dedicated Freight Corridor Corporation of India Limited payable at Ajmer" and details thereof are to be entered in the relevant columns of E-Bid form available on the portal.
- Payment of E-Tender processing fees is to be done to M/s. ITI Ltd. through online mode of payment.
- After the payment of E-Tender processing fee and Bid document cost the bidder can download the tender document (*PDF File*) & 'financial bid' (*Microsoft Excel file 'Financialbid.xls'*) by clicking the link "Show Form".

1.1.2 BID SUBMISSION PROCESS:

- a. Before quoting the rate and uploading the 'Financial Bid', bidders are advised to upload scanned copies of all the requisite documents (*Document No.1 to 15 mentioned in "Check*

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

List” of the tender document) in the document library of E-Tender Portal. Thereafter, attach all these documents in the particular Tender through E-Tender Portal.

- b. Similarly the bidders are required to download the tender document (S.No.16 of the Check List) and Addendum/Corrigendum (if any) (S.No.17 of the Check List) from the E-Tender Portal (in PDF Format) & upload the same through digital signature in the document library of the E-Tender Portal. Thereafter, attach all these documents in the particular Tender through E-Tender Portal.
- c. After uploading above documents in the document library and thereafter attaching the same in tender document, bidder should quote their rates in the downloaded ‘Financial Bid’ file and save the file on his computer. After saving, the bidder can upload the duly filled in file at E-Tender Portal. The name of the downloaded ‘Financial Bid’ (‘Financialbid.xls’) file should not be changed.
- d. However, the tenderer (s) must submit the **original EMD & Bid Document Cost** in a sealed Envelope (mentioning heading on the top as EMD & Cost of Bid Document, with name of Work, NIT No., Name & address of tenderer etc.) to the office of Chief Project Manager, DFCCIL/Ajmer Unit, A-1, Circular Road, Ajmer-305001. **This sealed Envelope must reach CPM/DFCCIL/Ajmer office on or before last date & time of bid submission, failing which, the offer of the tenderer would be summarily rejected.**

1.2 COST OF BIDDINGS: The Bidder shall bear all costs associated with the preparation and submission of its Bid, and DFCCIL shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 LANGUAGE OF BID: The Bid, as well as all correspondence and document(s) relating to the bid exchanged by the Bidder and the DFCCIL, shall be written in English.

1.4 CURRENCIES OF BID AND PAYMENT: The Bidder shall quote the unit rates and the prices entirely in the Indian Rupees.

1.4 PERIOD OF VALIDITY OF BIDS: Bids shall be signed by an authorized person and shall be valid for 90 days from the date of opening of the tender. The Bid for shorter validity period shall be **summarily rejected** by the DFCCIL as non-responsive.

1.6 FORMAT AND SIGNING OF BID: Bid document shall be uploaded through digital signature on the E-Tender Portal by a person duly authorized by the bidder or bidder himself. Any interlineations, erasures, or overwriting on the uploaded bid document shall be valid only if they are signed or initialed by the person signing the bid.

1.7 SIGNING OF CONTRACT: The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the DFCCIL through a letter of acceptance. In response, the successful bidder should sign the contract agreement within 7 days of **submission of PG as stipulated vide clause 4.1 of General Condition of the Contract (Section-3) or as specified by DFCCIL** that such documents are ready.

1.8 CORRUPT PRACTICES: The DFCCIL require that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

- 1.9** Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. In addition, the ***EMD of such tenderer shall be forfeited.*** The decision of DFCCIL in this respect shall be final and binding.
- 1.10** The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tender in which bidder has participated and EMD of all such tenderers shall stand forfeited. ***JV or consortium of any kind will not be permitted for this tender.***
- 2.0** The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding document. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive according to the bidding document in every respect will be at the bidders risk and may result in rejection of bid.
- 3.0 UNDERSTANDING THE TENDER DOCUMENT AND ITS AMENDMENTS:-**
- 3.1** The bidder must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- 3.2** The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and should obtain at his own cost all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
- 3.3** At any time prior to the deadline for submission of bids, DFCCIL may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall form part of the Tender documents.
- 3.4** DFCCIL may at its discretion extend the deadline for submission of the bids at any time before the last date & time of submission of the bids.

4.0 SIGNING OF ALL BID PAPERS AND COMPLETING FINANCIAL BID:

This tender being E-tender, the digital signature obtained from approved Controller of Certificate Authorities (CCA) shall only be considered as authentic. The process of obtaining digital signature has been specified at Para-1.1 of ITB.

- 5.0 DEVIATIONS:** The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the tender document and its amendments (*if any*).

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

6.0 COST OF BID DOCUMENT:-

Cost of Bid Document of amount as mentioned in “NIT of Tender” shall be deposited in the form of Demand Draft or Banker’s Cheque payable at place as mentioned in NIT in favor of “DFCCIL” payable at Ajmer from any Nationalized or Indian Scheduled Commercial bank only.

Cost of Bid Document in the form of Demand Draft or Banker’s Cheque, **shall be scanned and uploaded to the E-Tendering website** within the period of bid submission and the same in physical form **(in sealed envelope containing EMD & Bid Document Cost)** should also be deposited in the office of CPM/DFCCIL/Ajmer Unit, A-1, Circular Road, Ajmer, 305001 on or before the last date & time of bid submission, failing which, the bid shall be **summarily rejected** and shall not be considered for further evaluation.

7.0 EARNEST MONEY DEPOSIT: The tender must be accompanied by a sum of Rs.2,09,880/- (Rupees Two Lakh Nine Thousand Eight hundred and Eighty only) as Earnest money deposit by offline mode through DD/Banker’s Cheque/FDR drawn in favour of DFCCIL payable at Delhi/Ajmer from any Nationalized or Indian Scheduled Commercial Bank.

Earnest Money Deposit (EMD) in the form of Demand Draft or Banker’s Cheque or FDR, **shall be scanned and uploaded to the E-Tendering website** within the period of bid submission and the same in physical form **(in sealed envelope containing EMD & Bid Document Cost)** should also be deposited in the office of CPM/DFCCIL/Ajmer Unit, A-1, Circular Road, Ajmer 305001, on or before the last date & time of bid submission, failing which, the bid shall be **summarily rejected** and shall not be considered for further evaluation.

7.1 No interest shall be allowed on Earnest Money Deposit.

7.2 The EMD may be forfeited:-

- i. If the tenderer withdraws his offer after the bid opening during the validity period of the offer.
- ii. In the case of successful tenderer, if he fails to furnish the required performance guarantee and Sign the Contract Agreement within the specified time limit prescribed in the contract.
- iii. In case of successful tenderer, the commencement of work is not done within the time period stipulated in the LOA or the tender.

7.2.1 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tender.

7.3 RETURN OF EARNEST MONEY:-

7.3.1 The Earnest Money of the unsuccessful tenderers shall be returned as promptly as possible.

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

7.3.2 The Earnest Money Deposit of the successful tenderer shall be retained towards Security Deposit and further deduction of Security Deposit from the bills shall commence after adjusting this EMD amount.

8.0 DEADLINE FOR SUBMISSION OF TENDER:

8.1 The bidder must ensure that the tender document is submitted before the closing date & time of the tender. The tender submission shall stop at prescribed date and time as mentioned in NIT.

8.2 Bidder can anytime change the quoted rates before last date & time of submission of tender.

9.0 Withdrawal of Tender: No tender can be withdrawn after submission and during tender validity period.

10.0 OPENING OF THE TENDER

10.1 Tenders will be opened online at the address mentioned in “Notice Inviting Tender” in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders.

10.2 Tenderers or their authorized representatives who are present shall sign in register as evidence of their attendance.

11.0 CLARIFICATION OF THE TENDERS

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

12.0 PRELIMINARY EXAMINATION OF BIDS

12.1 The DFCCIL shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

12.2 If there is a discrepancy between the rates quoted in figure and words then the rates quoted in words would be considered final for evaluation.

12.3 Prior to the detailed evaluation, DFCCIL shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. ***A material deviation, objections, conditionality or reservation is one:***

- i. That affects in any substantial way the scope, quality or performance of the contract.

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

- ii. That limits in any substantial way, the DFCCILs' rights or the successful Bidder's obligations under the contracts; or inconsistent with the bidding documents; or
- iii. Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

12.4 If a bid is not substantially responsive, it shall be rejected by the DFCCIL.

12.5 In case of tender containing any conditions or deviations or reservations about contents of tender document, then such offer will be termed as **conditional** and will be **summarily rejected**.

13.0 EVALUATION AND COMPARISON OF TENDERS

The bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in Eligibility Criteria" and as given in Notice Inviting E-Tender. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which, his tender is liable to be rejected.

14.0 CANVASSING

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

15.0 RIGHT TO ACCEPT ANY TENDER OR REJECT ALL TENDERS:

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

16.0 If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their tender, the DFCCIL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the DFCCIL shall deem such tender as cancelled, unless the firm retains its character.

17.0 AWARD OF CONTRACT

17.1 DFCCIL shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or through bearer that his tender has been accepted.

17.2 Letter of Acceptance shall constitute a legal and binding contract between DFCCIL and the contractor till such time the contract agreement is signed.

18.0 SECURITY DEPOSITS (SD):

The Security Deposit will be equal to 5 % of the value of the contract. Security Deposit shall be deducted at the rate of 10% from each of the running bill of the contractor till

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

the realization of full amount of Security Deposit as per contract after adjusting the EMD.

19.0 HELP DESK FOR E-TENDERING:-

19.1 For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/DFCCIL, please contact at tenderwizard.com helpdesk no. **011- 49424365 or 9599653865.**

19.2 Bidder manual & system requirement is available on web site

20.0 Tenderer or his authorized representative can contact the following DFCCIL official regarding any specific query with regard to the tender:-

Contact:

(i) Sh. Rakesh Chattree
Dy.CPM/EN-III
Mobile: 8003899326

(ii) Sh. Sanjay Sagdeo
APM/S&T

Email: ssagdeo@dfcc.co.in

Mobile: 9001091799

SECTION-3
GENERAL CONDITIONS OF CONTRACT

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

SECTION-3

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract will form an integral part of the Bid and contract.

In case of any deviation between General conditions of contract and any other Special Condition of Contract of this tender document, the special condition of contract of this tender document shall prevail. The tenderers must give a certificate (*through forwarding letter*) along with their offer that they have thoroughly read, understood and accept the General conditions/special conditions of contract as well as other conditions of tender etc.

1.1 DEFINITIONS

Unless excluded by or repugnant to the context.

- a) The expression DFCCIL as used in the tender papers shall mean the Dedicated Freight corridor Corporation of India Ltd.
- b) The expression Corporation as used in the tender paper means Dedicated Freight corridor Corporation of India Ltd.
- c) The expression “Department” as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.
- d) “Officer-in-charge” of the work shall mean the ‘Representative’ appointed by DFCCIL.
- e) The “Site” shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- f) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- g) The “Contract” shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any Special conditions, specifications, designs, drawings, priced schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with all its accompaniment and those later incorporated in it by internal consent.
- h) The “Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- i) The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.
- j) The “Contract time” means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.

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- k) A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- l) A “month” shall mean a calendar month.
- m) A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- n) Where the context so requires, word importing the singular number only also include the plural number or vice-versa.

1.2 SUBMISSION OF BIDS

- a) In case Tender opening date is declared as holiday, the tender will be opened on next working day at 15:30 hrs.
- b) All bids shall be submitted in accordance with the instructions contained in these documents (*hereinafter called as tender documents*). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- c) The bid submitted / received after the time and date fixed for receipt of Bids as set out in the documents will be **summarily rejected**.
- d) In case of tender containing any conditions or deviations or reservations about contents of tender document, then such offer will be termed as **conditional offer** and will be **summarily rejected**.

1.3 DURATION OF CONTRACT

The duration of the Contract for work to be undertaken by the Contractor is 2 (*Two*) years from the **date of issue of LOA by DFCCIL or start of supplying the hired vehicles to DFCCIL whichever is later**. However, the contract may be extended for a further period of one year on same terms and conditions, at the sole discretion of DFCCIL. **In case of extension, the contractor shall be bound to provide the services, in the extended period, on the same terms and conditions.** Number of vehicle can be increased or decreased at any time and accordingly time period may vary to utilised the contracted quantity and variation, if any.

2.0 EARNEST MONEY DEPOSIT

2.1 Earnest Money Deposit: The tender must be accompanied by a sum of **Rs.2,09,880/- (Rupees Two Lakh Nine Thousand Eight Hundred and Eighty only)** as Earnest money deposit by offline mode through DD/Banker’s Cheque/FDR drawn in favour of DFCCIL payable at Ajmer from any Nationalized or Indian Scheduled Commercial Bank.

Earnest Money Deposit (*EMD*) in the form of Demand Draft or Banker’s Cheque or FDR, **shall be scanned and uploaded to the E-Tendering website** within the period of bid submission and the same in physical form (***in sealed envelope containing EMD & Bid Document Cost***) should also be deposited in the office of CPM/DFCCIL/Ajmer Unit, A-1, Circular Road, Ajmer-305001, on or before the last date & time of bid submission, failing which, the bid shall be **summarily rejected** and shall not be considered for further evaluation.

2.2 No interest shall be allowed on Earnest Money Deposit.

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2.3 The EMD may be forfeited

- i. If the tenderer withdraws his offer after the bid opening (*through E-Tender Portal*) during the validity period of the offer.
- ii. In the case of successful tenderer, if he fails to furnish the required performance guarantee and Sign the Contract Agreement within the specified time limit prescribed in the contract.
- iii. In case of successful tenderer, the commencement of work is not done within the time period stipulated in the LOA or the tender.

In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

3.0 SECURITY DEPOSIT: -

The Earnest Money deposited by the Contractor with his tender will be retained by DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor.

The Security Deposit will be equal to 5 % of the value of the contract. Security Deposit shall be deducted at the rate of 10% from each of the running bill of the contractor till the realization of full amount of Security Deposit as per contract after adjusting the EMD.

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 amount so retained may not exceed 10% of the total value of the contract.

3.1 RECOVERY OF SECURITY DEPOSIT:

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

- (a) Security Deposit for the work would be 5% of the contract value,
- (b) The rate of recovery would be at the rate of 10% of the bill amount till the full Security Deposit is recovered,
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (*except Note (ii) below*); FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the expiry of the maintenance period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority.

The Competent Authority shall normally be the authority who is competent to sign the contract. The Competent Authority shall not be lower than Dy. CPM/ACPM (*concerned with the work*). The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor 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.

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Note:-

- (i) After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of contracts of value Rs.50 Crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

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

4.0 PERFORMANCE GUARANTEE:

The procedure for obtaining Performance Guarantee is outlined as below:

- 4.1** The successful bidder shall have to submit a Performance Guarantee (PG) amounting to 5% of the Contract value within 30 (*thirty*) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (*thirty*) days and 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 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- 4.2** The successful bidder shall submit the Performance Guarantee (PG) (*as per the format given in the Bidding Document Appendix-X*), in the form of **Irrevocable Bank Guarantee or FDR in favor of DFCCIL (payable at Ajmer) from any Nationalized or Scheduled Commercial Bank**, amounting to 5% of the awarded contract value.
- 4.3** 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 P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- 4.4** The value of PG to be submitted by the, contractor will not change for variation in the value up to 25% (*either increase or decrease*). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (*five percent*) for the excess value over the original contract value shall be deposited by the contractor.
- 4.5** 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,

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however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.

4.6 Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed by DFCCIL. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

4.7 The Officer In-charge of DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (*not withstanding and/or without prejudice to any other provisions in the contract agreement*) **in the event of:**

1. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event, the Officer In-charge of DFCCIL may claim the full amount of the Performance Guarantee.
2. Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Officer In-Charge of DFCCIL, may result in the Contract being determined or rescinded under provision of the GCC and the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.
3. The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

5.0 VARIATIONS IN EXTENT OF CONTRACT.

- 5.1 The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:
- 5.2 Individual items in contracts shall be operated with variation of plus 50% or minus 50% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
- 5.3 In case an increase in quantity of an individual item by more than 50% of the agreement quantity is considered unavoidable, the same may be got executed by floating a fresh tender or operating that item is considered not practicable, the quantity of that item may be operated in excess of 150% of the agreement quantity subject to the following conditions:
 - (a) Operation of an item by more than 150% of the agreement quantity needs the approval of an officer of the rank not less than Accepting Authority.

6.0 ELIGIBILITY CRITERIA

6.1 The Tenderer(S) should satisfy the minimum Eligibility Criteria as laid down in the tender document and in support of eligibility criteria, the Tenderer(s) should have to upload documents as stipulated below along with their tenders.

6.2 The **Minimum Eligibility Criteria** for this contract is as under:

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- (i) The Tenderer(s) should have successfully completed at least **one single similar work** of value not less than **35% of the tentative Estimated values of this tender** during **last three financial years** (i.e. current financial year (upto last date of tender submission) and previous three financial years) for any Government/Semi Government/PSU. The value of completed work shall be reckoned with the actual payment received by the contractor by the tenderer against that work.

Similar nature of work means:- Supply of AC/Non AC SUV/MUV Commercial Vehicles to the Govt./Semi Government/PSUs on hiring basis.

- (ii) The **tenderer should have received payment** against satisfactory execution of completed and ongoing works of all types (from Govt./Semi Govt./PSU) during **last 3 financial years** (i.e. current financial year (upto last date of tender submission) & preceding 3 financial years), as per employer payment certificate/Certificate from CA/Audited Balance sheet and Form-26AS of **not less than 150% of the advertised estimated Value of this tender**.

6.3 Tenderer(s) shall upload the adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & Tender conditions as per the Appendix-IV&V.

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

7.0 SUPERVISION AND SUPERINTENDENCE

7.1 Contractor's Supervision

The Contractor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of arranging vehicles, their fueling and maintenance. The Contractor shall coordinate all parts of the work and shall be responsible to see the correct operations and maintenance of the contract as per the conditions of contract document and as directed by Officer-in-charge/DFCCIL.

8.0 WORKMEN

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of Drivers employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify DFCCIL in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice is liable to be prosecuted as per Indian Laws.

9.0 LAWS AND REGULATIONS:

Governing Law:-

The contract documents shall be governed by the laws and by-laws of India.

10.0 SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT

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Contractor's Responsibility for Safety:-

The contractor shall be solely responsible notwithstanding any stipulations by DFCCIL or its representative for initiating, maintaining and supervising all safety precautions and programmes, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours.

11.0 INCOME TAX

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source.

12.0 SERVICE TAX

Service Tax as applicable shall be paid by DFCCIL as per prevailing law.

13.0 PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works.

The contractor has to submit the documentary evidence for payment of all statutory remittances along with Bill.

Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.

14.0 STATUTORY INCREASE IN DUTIES, TAXES ETC

All the taxes and duties (*except Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess*) levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroi etc except service tax, Swachh Bharat Cess & Krishi Kalyan Cess, which will be paid by DFCCIL on production of proof.

Further **DFCCIL** shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc (*except Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess*). At the time of quoting/bidding contractor should bear the above fact in mind.

15.0 DETERMINATION OF CONTRACT

15.1 Right Of DFCCIL To Determine The Contract: The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case, work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination and the reasons therefor shall be conclusive evidence thereof.

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15.2 Payment On Determination Of Contract : Should the contract be determined under sub clause (15.1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Officer Incharge. The DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

15.3 The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

16.0 (1) DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR :-

If the Contractor should:

- i. Becomes bankrupt or insolvent, or
- ii. Being a Company or Corporation, go into liquidation (*other than a voluntary liquidation for the purposes of amalgamation or reconstruction*), or
- iii. Have an execution levied on his goods or property on the works, or
- iv. Assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever.
- v. Abandon the contract, or
- vi. Persistently disregard the instructions of the Officer Incharge, or contravene any provision of the contract, or
- vii. Fail to replace the vehicle after receiving from the Officer Incharge notice to the effect that the said Vehicle has become unacceptable, or
- viii. Fail to afford the DFCCIL or its representative proper facilities for inspecting the vehicles or any part thereof as required under the contract Conditions, or
- ix. Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with DFCCIL.
- x. **(A)** At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired DFCCIL officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the DFCCIL for the time being owned and administered by the DFCCIL before the expiry of two years from the date of retirement from the said service of such Officer unless such Officer has obtained permission from DFCCIL or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

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

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

Then and in any of the said Clause, the Officer Incharge on behalf of the DFCCIL may serve the Contractor with a notice in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Officer Incharge, the DFCCIL shall be entitled after giving 48 hours' notice in writing under the hand of the Officer Incharge to rescind the contract as a whole or in part or parts (*as may be specified in such notice*) and after expiry of 48 hours' notice, a final termination notice should be issued.

16.0 (2) RIGHT OF DFCCIL AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR :

In the event of any or several of the courses, referred to in Sub-Clause 16 (1) of this Clause, being adopted :

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Officer Incharge shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) The Officer Incharge shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (*if any*) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The

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legitimate amount due to the contractor after making necessary deductions and certified by the Officer Incharge should be released expeditiously.

17.0 LABOUR RULES

The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central Government applicable for Project Sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare, PF & Employee Insurance.

18.0 FORCE MAJEURE

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut downs imposed by Government, acts of Legislative or other Authorities, stoppage in supply of fuel or electricity, breakdown of machinery, act of God, epidemics, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of Contractor and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. Contractor shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any financial repercussions.

19.0 SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise between the DFCCIL and Contractor in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:

19.1 MUTUAL SETTLEMENT

All such disputes or differences shall in the first place be referred by the Contractor to the DFCCIL in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

19.2 CONCILIATION/ARBITRATION

19.2.1 It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.

19.2.2 If the Contractor is not satisfied with the settlement by the CPM/Ajmer on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of the DFCCIL in writing to settle such disputes or differences through Conciliation, provided that the demand for Conciliation shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims of the DFCCIL shall be referred to Conciliator as the case may be and other matters shall not be included in the reference.

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- 19.2.3** Managing Director of the DFCCIL may himself act as Sole Conciliator or may at his option appoint another person as Sole Conciliator, as the case may be. In case, Managing Director of the DFCCIL decides to appoint a Sole Conciliator, then a panel of at least three names will be sent to the Contractor. Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator. Managing Director of the DFCCIL will appoint Sole Conciliator out of the names agreed by the Contractor.
- 19.2.4** In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Contractor may refer to the Managing Director of the DFCCIL for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the DFCCIL as per the procedure described above for conciliation. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 19.2.5** The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1896 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 19.2.6** The language of proceedings, documents or communications shall be in English and the ward shall be made in English in writing.
- 19.2.7** The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 19.2.8** The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the DFCCIL and shall be shared equally between the DFCCIL and the Contractor.
- 19.2.9** For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (*PMA*), Bureau of Public Enterprises, and Govt. of India shall be followed.

20.0 SETTLEMENT THROUGH COURT

It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 18.

21.0 SUSPENSION OF WORK

The Obligations of the DFCCIL and the Contractor shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation / arbitration and payments to the Contractor shall continue to be made in terms of the contract.

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22.0 The Contractor shall indemnify and save harmless the DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the DFCCIL by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

23.0 MONTHLY STATEMENT OF CLAIMS :

The Contractor shall prepare and furnish to the Officer Incharge once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Officer Incharge which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

24.0 SIGNING OF "NO CLAIM" CERTIFICATE :

The Contractor shall not be entitled to make any claim whatsoever against the DFCCIL under or by virtue of or arising out of this contract, nor shall the DFCCIL entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the DFCCIL in such form as shall be required by the DFCCIL after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

25.0 WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED :

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the DFCCIL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the DFCCIL shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the DFCCIL shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under the contract is determined by the arbitrator (*if the contract governed by the Arbitration Clause*) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the DFCCIL shall

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be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / limited company, as the case may be whether in his individual capacity or otherwise.

26.0 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS :

- (i) Any sum of money due and payable to the contractor (*including the Security Deposit returnable to him*) under the contract may be withheld or retained by way of lien by the DFCCIL, against any claim of this or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.
- (ii) However, recovery of claims of DFCCIL in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL's dues against the terminated contract.
- (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the contractor.

27.0 EFFECT AND JURIDICION OF CONTRACT

- 27.1 Governing Law: This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.
- 27.2 Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Managing Director, DFCCIL, shall be the final and binding.

SECTION-4
SPECIAL CONDITIONS OF CONTRACT

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

SECTION- 4**SPECIAL CONDITIONS OF CONTRACT****4.1 INTRODUCTION:-****4.1 INTRODUCTION:-**

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

4.2 DETAILED SCOPE OF WORK

- 4.2.1 The contractor will be required to provide stipulated quantities of specified field vehicles for stipulated time duration in perfect condition with drivers to DFCCIL on hiring basis. (As per SECTION –5).
- 4.2.2 Vehicles for the use of DFCCIL officials will be based / headquartered at place tentatively Six vehicles at Ajmer, Two vehicles at Abu road, One vehicle each at Sojat Road, Marwar and Sumerpur.
- 4.2.3 Duration of the contract may be extended further on same rates, terms & conditions if so decided by DFCCIL on mutually agreed terms and condition.
- 4.2.4 The quantities of field vehicles stipulated in schedule are approximate, for general guidance and may vary as per actual requirement.
- 4.2.5 The normal area of duty of the vehicle will cover the entire States of Rajasthan, Haryana, Delhi and Noida (UP)
- 4.2.6 Vehicle shall be required for all days including Saturdays and holidays. Maintenance rest will be provided on all Sundays or any weekday as suitable to employer if the vehicle is used on Sunday due to some work. Thus there will be an average 4 rests per month. The vehicle will solely be available for DFCCIL duty. It can be called at any time round the clock.
- 4.2.7 Vehicles will normally be required on an average of 12 working hours per day. Timing and working hours in a day may vary. Accumulation of working hours shall be on monthly basis, which shall be 312 working hours from 26 working days a month. In case, vehicle is used for more than 312 hours in a month, overtime at the accepted rate for additional hour or part thereof is payable.
- 4.2.8 Vehicle shall have to report at mentioned place and time. Any delay in reporting will be considered as absence for the day. Nominated place may be changed as and when required.
- 4.2.9 Contractor should provide 24 hours contact number where change in timing/ place can be informed in advance.
- 4.2.10 Contractor/ driver shall have to maintain log book in approved performa by official in charge which shall have to be filled daily and presented to DFCCIL's authorised representative for signature. (Timing and kilometre reading shall be noted every day at the time of reporting at nominated place and release from same place.)
- 4.2.11 DFCC may provide open parking space but parking shall be purely at Contractor's risk.

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

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

4.3 VEHICLES

- 4.3.1 The Vehicle shall have road passing for 07 or more seats. Vehicles provided will run for 2 years so vehicle shall be registered not earlier than **two** years from date of opening of tender and shall use diesel only as fuel with proper entries in RC book. If any vehicle provided to DFCCIL is found to be using any other fuel except the one declared, the contract shall be liable to be terminated forthwith and further action under the terms and conditions of the contract. The vehicle supplied should be in original as provided by company and with all facilities as provided by company. No alteration/modification adjustment etc. shall be made to suit tender requirement. Any such change/alteration/modification etc. will summarily be rejected by DFCCIL.
- 4.3.2 The vehicles shall strictly comply with the provisions of pollution control, statutory regulation issued by State Transport Authorities/ Central Govt./other authorities etc. from time to time. Contractor shall ensure that the vehicles must have all relevant documents like Registration Certificate/Driving license/Insurance Cover/Road Tax Receipt /Permit, Pollution certificate etc. Driver shall be able to produce the documents as and when requisitioned from him. Consequences of failure to comply with any of the rules and regulations of the concerned authorities shall be the sole responsibility of the Contractor/agency.
- 4.3.3 No change of vehicle(s) will be allowed normally without the prior permission of DFCCIL. In case of non-availability of the regularly arranged vehicles, the contractor may provide another vehicle, even owned by others, of class same or higher, with prior permission of DFCCIL official, which DFCCIL official in its absolute discretion may or may not grant.
- 4.3.4 All the Vehicle(s) shall always carry first aid box and mandatory spares vis. Tool box/Kit, Fuses, Spark plugs, fan belts, fire extinguisher, spare tyres etc. Mobile charger with multi point.
- 4.3.5 All the charges towards repairs/maintenance fuel expenses, 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.
- 4.3.6 If the vehicle does not report at the requisitioned time or is not found in good condition, the vehicle may be rejected and sent back. Besides, receiving no payment for such rejected vehicles(s), the contractor/agency will become liable for action under terms and conditions of the contract. DFCCIL will be entitled to hire any vehicle on that day for use and amount thus incurred shall be recovered from the bills of the contractor.
- 4.3.7 In case of breakdown of the vehicle, the contractor shall provide the replacement (of same class) within a reasonable time failing which the touring executive(s) will be entitled to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.
- 4.3.8 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

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

- 4.3.9 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.
- 4.3.10 If a vehicle is out of order or under schedule maintenance, an alternative vehicle with same or superior class should be made available. The entry for such a vehicle shall be made in the log book maintained by driver which shall be duly signed by the user /officials.
- 4.3.11 All vehicles provided should be commercially registered with State Transport Authorities.No vehicle with private registration will be allowed.

4.4 DRIVERS

- 4.4.1 Drivers deployed by the contractor shall be skilled, uniformed, well behaved, holding valid driving license and capable of undertaking minor repairs of vehicles. Drivers shall have the adequate knowledge of routes in the district of **Ajmer, Pali, Sirohi, Jodhpur, Jaipur, Banaskantha (Gujarat), Delhi & Noida (U.P.)**. All the paper for vehicle like registration papers, insurance papers, certificate towards payment of road tax etc. shall be readily available with driver.
- 4.4.2 The contractor shall provide mobile phone in perfect working condition to drivers of the vehicles. No separate payment shall be made by DFCCIL for the mobile phones. Contractor should also give all information and photo identity of the driver containing his address details etc. along with the character certificate of driver duly signed by proper authority.
- 4.4.3 The contractor/service provider shall ensure himself about the antecedents of the driver deployed for duty. The contractor shall be completely responsible for safe running of vehicle.
- 4.4.4 The Drivers shall abide by the rules laid down by Transport Authority/ Motor Licensing Authority or any Authority relevant to the subject and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of the passengers. Any challan/penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it will be met by the Contractor/service provider.
- 4.4.5 The drivers must also observe all the etiquette, protocol and extend usual courtesy (like carrying office bags/files to the concerned chambers, etc.) while performing the duty. They must be neatly dressed and must carry a photo identify card provided by the Contractor/service provider.
- 4.4.6 The contractor shall ensure that the Driver deployed for performing the duties shall not be in drunken or intoxicated state. If Driver is found in drunken or intoxicated state, he will be treated as absent from duty and he will be summarily removed from this job. Decision of DFCCIL in this respect shall be final and binding on the contractor.
- 4.4.7 No change of driver(s) will be allowed normally without the prior permission of DFCCIL.
- 4.4.8 The Contractor/service provider shall be responsible for complying with legal and labour provisions prescribed by Government of India which shall include Income Tax, Accidents, ESI, P F, Contract Labour and Abolition Act etc.
- 4.4.9 Punctuality in attendance and disciplined behavior is of utmost importance for the driver. In case driver is not found to the satisfaction of DFCC officials/officers the same shall be changed by the contractor failing which a driver from the market would be arranged by the DFCC and double the stipulated salary shall be charged from the contractor.

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

- 4.4.10 DFCCIL will not provide any accommodation to driver. Contractor/ driver himself shall arrange Boarding/Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.
- 4.4.11 Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extent labour laws for which no extra payment will be made.
- 4.4.12 The contractor/service provider shall ensure himself about the antecedents of the driver deployed for the duty and **Proof of police verification of all the drivers should be provided within 3 months of award of contract.** The contractor shall be completely responsible for safe running of vehicle.

4.5 PAYMENT AND REIMBURSALS

- 4.5.1 The contractor/ agency shall give consent in a mandate form for receipt of payment through ECS/EFT/RTGS. Charges if any will be on account of the contractor. The Contractor/ agency shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. and Bank and IFSC Code as appearing on MICR cheque issued by the Bank. In case where ECS/EFT facility is not available, payment shall be released through A/c payee Cheque.
- 4.5.2 No advance payment shall be made under any circumstances. Payment of hiring charges will be made once in a month through ECS/ EFT/ RTGS or account payee cheque on submission of bill and after the due verification of log book as necessary by the DFCCIL official.
- 4.5.3 The contractor/ agency shall submit bills, in duplicate, to the CPM/DFCCIL/Ajmer office along with the log book for the period. Bills having cutting and over-writing shall not be entertained unless authenticated by the user.
- 4.5.4 TDS as applicable shall be deducted from the bills of the contractor/ agency.
- 4.5.5 Rates are inclusive of all running maintenance & repair expenses, fuel, lubricants and any other consumables etc required from time to time, all statutory provisions, all taxes including road tax, interstate tax to be reimbursed duties, incidental charges, charges for inspection certificate, penalties etc. as imposed by Central/State/Local Government bodies for running of vehicles, salary and other benefits admissible to driver. Nothing extra over and above the accepted rates shall be payable, unless otherwise specified separately in the tender document. However, **toll tax, parking charges on tour will be reimbursed only after having submitted the original receipt duly signed/verified by the user/officers.** Payment will be made at the end of the respective month on the submission of proof of driver respective monthly salary plus night duty charge payable .If the vehicle starts in the month or ends its tenure in the mid of the month, then the payment for part of a month shall be made on pro rata basis.
- 4.5.6 Distance travelled by vehicle from garage to reporting/nominated place of duty & back will not be counted towards the payment. Similarly, No mileage will be claimed for drivers' lunch / breakfast or drawl of petrol / diesel etc.
- 4.5.7 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.
- 4.5.8 In case of exigencies and emergencies, the vehicle can be called on Sundays also. For each such Sunday working a compensatory rest will be given.

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

- 4.5.9 In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle, payment of **Rs.400/-** will be paid per night per outstation duty inclusive of night charges.
- 4.5.10 Payment of **Rs30/-** per hour will be paid, in case vehicle runs any time between **22:00 Hrs to 06.00 Hrs** only. This will be in addition to charges in 4.5.9.
- 4.5.11 Extra charges for running vehicle beyond 3000 KMs in consecutive months shall be @ **Rs. 8.00 per KM**. The additional charges for running of vehicles more than 3000 KMs during a months, shall be payable in the coming months on the basis of total running in these two consecutive month i.e beyond 6000 KM.
- 4.5.12 Extra charges for running vehicle beyond **312 hrs shall be @ Rs. 30.00 per hour**.
- 4.5.13 When the officer, to whom vehicle is allotted, is on leave or out of station the driver will report to officer who is dealing with the management of vehicles.

4.6 PRICE VARIATION & QUANTITY VARIATION:-

- 4.6.1 No guarantee can be given of any definite volume of work, which will be entrusted to the contractor at the beginning or throughout the period of the contract. Quantities shown are tentative and may vary as per requirement of DFCCIL. If DFCCIL is not in a position to utilize all the vehicles provided, then it will be at the liberty to surrender the vehicles not required. Payment shall be made by DFCCIL as per the actual utilization of vehicles only.
- 4.6.2 DFCCIL shall be at the liberty to increase/decrease the no. of vehicles required and the same shall be acceptable to the contractor.
- 4.6.3 To accommodate for variation in diesel prices after date of opening of tender Following procedure/ conditions shall be adopted/considered:-
1. Variation in price of diesel up to 5% above/below with respect to the price on date of opening of tender will not be considered.
 2. To compensate variation in price of diesel more than 5% above/below with respect to the price on date of opening of tender will be considered as under:
 - (i) The consumption of diesel will be worked out at the basis of running of vehicle at the rate of 10 km/litre.
 - (ii) Extra payment/deduction on account of variation in diesel will be worked out with following procedure:-

Some terms are defined as under:

 - (a) Let, Price of diesel at the date of opening of tender = **(A)**
 - (b) Let, Price of diesel per litre at the beginning of the month for which the bill is claimed = **(B)**
 - (c) Let, Number of Kilometre run with the diesel price as (B) = **(K)**

If diesel price increases then term (B) will be higher than (A).
Then, **Extra payment = [(B)-(A)-(A x 5/100) x (K)/10**

If diesel price decreases then term (A) will be higher than (B).
Then, **Deduction = [(A)-(B)-(A x 5/100) x (K)/10**

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

4.7 NON-PERFORMANCE OF THE CONTRACT CONDITIONS-PENALTY

- 4.7.1 Contractor is liable to be penalized minimum by Rs 1000/- per occasion and deducted from the bill on hand in the following instances:-
- a) No vehicle is provided/vehicle not turned up for duty any day at instructed time.
 - b) If a vehicle is out of order or under schedule maintenance, an alternative vehicle with same specification or higher specification has not been made available.
 - c) Provided vehicle is rejected by DFCCIL official.
 - d) In case vehicle not found in neat & clean and perfect condition.
 - e) In case driver misbehaves or not conversant with routes.
- 4.7.2 Apart from above in case of non provision of vehicle on any day DFCCIL will be entitled to hire any vehicle on that day for use and amount thus incurred shall be recovered from the bills of the contractor.
- 4.7.3 In case of emergencies, if the driver shall not report for duty within 45 minutes even during his off hours, on call, failing which a penalty of Rs.200/- per 15 minutes will be imposed and deducted from bills.
- 4.7.4 On recurrence of any of above instances, DFCCIL shall also be at liberty to take action against the Contractor as it may deem fit, which besides invoking either whole or part of the Contract Performance Guarantee, may even be termination of the contract as per contract conditions.

4.8 METER TEMPERING

- 4.8.1 Speedometer and kilometre 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 misbehaviour 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.
- 4.8.2 In the event of any error/fault in the meter being noticed, DFCCIL reserves the right to adjust the bill for the journey undertaken (including those undertaken earlier) besides any other penal action. Kilometres verified by official using the vehicle shall be final and binding

4.9 VEHICLE INSURANCE / STATUTORY REQUIREMENTS

- 4.9.1 The vehicles provided to DFCCIL must be fully and comprehensively insured covering the risk to the driver and all passengers also. The insurance shall protect the contractor and DFCCIL against all risk, claims for loss, injuries, disability, disease and death of members of public including DFCCIL men, and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such vehicles.
- 4.9.2 Contractor is required to comply to all statutory obligations viz. Industrial Dispute Act, Workmen's Compensation Act, etc. shall be the obligation of the contractor and the contractor shall indemnify and shall always keep DFCCIL indemnified against any liability falling on DFCCIL due to non-compliance of statutory obligations by the

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

contractor or any of its agents/servants/drivers or for any reason whatsoever. The contractor/ agency will be responsible for the conduct of their staff.

- 4.9.3 The contractor shall at all times indemnify the DFCCIL administration against all claims which may arise due to accident or otherwise or due to breach of the terms and conditions mentioned herein and/ owing to any sort of act of commissions on the part of the contractor during the currency of this contract.
- 4.9.4 The contractor agrees to indemnify the DFCCIL administration against all claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act VIII of 1823 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.
- 4.9.5 DFCCIL in no case is responsible for any legal matter arising of any State/Central Government laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.

4.10 DEFENCE OF SUITS

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

SECTION-5
SCHEDULE OF ITEMS, RATES & QUANTITIES
(FINANCIAL BID)

DFCCIL/CPM/AJMER UNIT
SCHEDULE OF ITEMS, RATES & QUANTITIES
(FINANCIAL BID)

SCHEDULE-A

Name of Work: :-“Hiring of 11 (Eleven) Nos. four wheeler diesel driven commercial vehicles for the official use of DFCCIL/Ajmer unit spread over Ajmer to Abu road.”

Sr. No.	Description of Work	Qty.	Unit	Rate Per Vehicle Month	Amount
1	Providing diesel driven Vehicle Tavera/Xylo/Bolero or similar type on hiring basis for two years for DFCCIL, Ajmer up to 3000 kms. and 312 hours per month. The rate includes all taxes, license fee, permit, driver's wages, repair and maintenance of vehicle etc. With exceptions as mentioned in conditions.	11x24 =264 Nos.	Vehicle Months	39,750/-	1,04,94,000/-

The bidder should quote their rates in the downloaded “Financial Bid” (*Financialbid.xls*) file and same shall be uploaded at E-Tender Portal. The name of the downloaded “Financial Bid” file should not be changed.

Note:

- The above rates are inclusive of all taxes. However, service tax, toll tax and parking charges will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.
- The tenderer is required to quote a single flat percentage above or below (in both words & figures) the rates given in schedule. This percentage will be applicable for all the items in schedule. In case of discrepancy, rate quoted in words shall prevail. Tenderer should write above / below or at par or strike through whichever is not applicable. Offer with incomplete / ambiguous rate will not be considered.
- The above mentioned vehicles to be hired will be headquartered at Ajmer or any DFC station / yard within the jurisdiction of CPM Ajmer.
- The **additional charges** payable to the contractor per KM for usage of vehicle beyond 3000 Kms in a month would be **Rs.8/- per KM**.
- The **additional charges** payable to the contractor per hour for usage of vehicle is beyond 312 hrs per month would be **Rs.30/- per hour**.
- In case driver stay overnight at a place other than the normal headquarter of the vehicle, payment of **Rs.400/-** will be paid per night per outstation duty.
- Additional Payment of **Rs30/- per hour** will be paid, in case vehicle runs any time between **22:00 Hrs to 06.00 Hrs** only.

Declaration by the tenderer

- I/We am/are signing this document after carefully reading the contents.
- I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

Signature of tenderer/s
Address:

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

SECTION-6
APPENDIXES

FORMATS

- | | |
|--|-------------------------------|
| (a) Forwarding letter by Tenderer for Acceptance of Tender Conditions- | <i>(Appendix-I)</i> |
| (b) Bidder General Information – | <i>(Appendix-II)</i> |
| (c) Format for Power of Attorney for Authorized Representative – | <i>(Appendix-III)</i> |
| (d) Format for Experience Certificate – | <i>(Appendix-IV)</i> |
| (e) Format for Contractual Turnover for last 3 (three) financial years – | <i>(Appendix-V)</i> |
| (f) deleted – | <i>(Appendix-VI)</i> |
| (g) Form of Agreement – | <i>(Appendix-VII)</i> |
| (h) Certificate of No relative being an Employee of DFCCIL- | <i>(Appendix-VIII)</i> |
| (I) Format of Bank Guarantee for Performance Security – | <i>(Appendix-IX)</i> |

Appendix-I

FORWARDING LETTER BY TENDERER FOR ACCEPTANCE OF TENDER CONDITIONS
(UNCONDITIONALLY)

To,

Chief Project Manager,
DFCCIL /Ajmer Unit
A-1,Circular Road,
Ajmer-305001

Tender Notice No. : AII/AD/ Vehicle Hiring/2017/1R

Name of the work : -“Hiring of 11 (Eleven) Nos. four wheeler diesel driven commercial vehicles for the official use of DFCCIL/Ajmer unit.”

1. I/We.....have read the various conditions of tender attached hereto and hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work. 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 after the last date fixed for submission of bid including the extension(s) given, if any 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 Condition of the Contract and to carry out the work according to requirement, specifications and conditions as laid down by the DFCCIL Administration for execution of present contract.
2. I/We are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.
3. A Sum Rs.2,09,880/- (Rupees Two Lakh Nine Thousand Eight hundred and Eighty 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 submission of PG as stipulated vide clause 4.1 of General Condition of the Contract (*Section-3*) or as specified by DFCCIL that such documents are ready.
 - (ii) I/We do not commence the work within the time period specified in LOA.
4. Until a formal agreement is prepared and executed, Letter of Acceptance (*LOA*) issued by DFCCIL, shall constitute a binding contract, between us and DFCCIL, subject to the modification, as may be mutually agreed to and indicated in the letter of acceptance or my/our offer for the work.

.....

Signature of Witness

.....

Signature of Tenderer(s)

Tenderer/s address:

Place:

Date:

.....

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

Appendix-II**BIDDERS' GENERAL INFORMATION**

S. No.	Item	Detail
1	Name of firm.	
2	Full name of Contractor/s:	
3	Year of Establishment.	
4	Registered Head Office :- Address: -	
5	Operation Address if different from above:	
6	Branch Office in India:	
7	Constitution of firm <i>(give full details including name of Partners/ Executive/s power of Attorney holders etc).</i>	
8	Particulars of Registration with Government Semi- Government Organization, Public sector under-Taking and local bodies etc.	
9	Bank A/C No of Firm with IFSC code for electronic clearance of the payment through RTGS	
10	Telephone Number	
11	E-mail address & Web Site	
12	Telefax Number	
13	Pan No:	
14	PF / EPF Registration No:	
15	Service Tax Registration No:	

Date:

Authorized Signatory
Official stamp of the Bidder

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

Appendix-III

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED REPRESENTATIVE

Know all men by these presents, We, *[name of organization and address of the registered office]* do hereby constitute, nominate, appoint and authorize Mr/Ms *[name]*, son /daughter/ wife of *[name]*, and presently residing at *[address]*, who is presently employed with/retained by us and holding the position of *[designation]* as our true and lawful attorney (*herein after referred to as the "Authorized Representative"*), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the work *[name of work]*,. including but not limited to signing and submission of all applications/bids, proposals and other documents and writings and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said work and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, *[name of organization]*, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS *[date in words]* DAY OF *[month]* *[year in 'yyyy' format]*.

For *[name and registered address of organization]* *[Signature]*
[Name]
[Designation]

Witnesses:

1. *[Signature, name and address of witness]*

2. *[Signature, name and address of witness]*

Accepted
[Signature]
[Name]
[Designation]
[Address]

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

FORMAT FOR EXPERIENCE CERTIFICATE**On the Letterhead of the Department Issuing the Certificate****TO WHOMSOEVER IT MAY CONCERN**

M/s. has supplied vehicles on hire basis to this department under agreement No.dated and completed the work successfully.

Details of this work executed by M/s.are as under:-

S.No.	Item	Detail
1	Name of work	
2	Agreement/contract No. and date	
3	Type of vehicles supplied	
4	Date of start of work	
5	Actual date of completion of work : (if contract has been completed)	
6	Awarded value of the contract	
7	Actual value of work done (if contract has been completed)	
8	Contractual payment received Payment for FY 2014-15 Payment for FY 2015-16 Payment for FY 2016-17 Payment for current financial year upto date of Submission of Tender	
9	Performance of the contractor	

Name & Signature of the officer with telephone number along with seal of Dept. and Ph.no.

(Note:- In case of more than one work, separate certificates should be provided for each work)

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

Appendix -'V'**Format for Contractual Turnover for last 3 (three) financial years***(i.e. Current financial year up to date of submission of tender & 3 preceding financial years)*

S. No.	Financial Year	Contractual Amount Received	Remarks
1	2014-15		
2	2015-16		
3	2016-17		
4	Current Year upto date of submission of tender		

Note:

In addition to the above, the Bidder has to submit the following documents / information:

- i) Copy of audited balance sheet(s) for last 3 Financial Years ending on 31st March 2016. In case, audited balance sheet for FY 2016-17 is unavailable, then provisional turnover figures authorized by CA for FY 2016-17 may be submitted.
- ii) For current year the provisional turnover (*upto date of tender submission*), duly certified by CA to be submitted.

Date:

Signature of Chartered
Accountant with Seal

Seal and Signature of Tenderer

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

Appendix-VI

Deleted

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ *(Month/year)* between DFCCIL, A-1 Circular Road, Ajmer *(Raj.)*, acting through *(Project Head and name / address of the Project)* *(hereinafter called “the DFCCIL / Engineer”)* of the one part and _____ *(name and address of the Contractor)* *(hereinafter called “the Contractor”)* of the other part.

WHEREAS the DFCCIL is desirous that certain works should be executed by the Contractor viz. Contract No. _____ *(hereinafter called “the works”)*, and has accepted a Offer by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Instructions to the Tenderer
 - c) General & Special Conditions of the Contract
 - d) Schedule of Quantity & Rate
3. In consideration of the payments to be made by the DFCCIL to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the DFCCIL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The DFCCIL hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the authorized signatory)

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

Witness:

- 1.
- 2.

(Name, Designation and address of the authorized signatory)

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

Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

Appendix VIII

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL

I/We the under signed hereby solemnly declare and certify that I /We do not have any of our relative/relatives employed in the DFCCIL except the names mentioned herein under:

1.....

2.....

3.....

And So on.....

NOTE:-

Names, designation, name of office, headquarter of the tenderer(s)'s relative in DFCCIL to be mentioned by the tenderer(s)/tenderer(s)s in 1,2,3 and so on above.

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

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee no.....

Date.....

To,

Chief Project Manager,

Dedicated Freight Corridor Corporation of India Ltd/Ajmer Unit

A-1,Circular Road,

Ajmer-305001

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 (Hereinafter called "the Contract") to M/s..... its registered office at (Hereinafter called "the Contractor").

Whereas the contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs..... (Rs. In Words).

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

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

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

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 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 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.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the employer or until (*date of validity/extended validity*) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

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

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

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

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

Signature of Tenderer/s

For CPM DFCCIL/Ajmer

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

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs..... (in words).
- ii) This Bank Guarantee shall be valid up to unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before.....

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

Bank seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name:

Designation:

Address:

2. Name:

Designation:

Address: