



डेडीकेटेड फ्रेट कोरीडोर

डेडीकेटेडफ्रेटकोरीडोरकॉर्पोरेशन ऑफ इण्डिया लि.

(रेल मंत्रालय का उपक्रम)

*DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.*

**(A Public Sector Undertaking of Ministry of Railways)**

First Floor Old DRM Office, Kalupur, Ahmedabad-380 002

**Name of Work: - Hiring of 03 Nos. field vehicles for use in the Chief Project Manager, DFCCIL, Ahmedabad's unit.**

**SINGLE PACKET OPEN ONLINE E-TENDER**

**(PARTICIPATION THROUGH E-TENDER ONLY)**

Visit: [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)

Help: Please contact Tender wizard helpdesk at no. 011- 49424365  
or Mobile No. 09714881992/08000096726/09599653865.

**Tender No- DFCC/ADI/VEHICLE HIRING/11/2017-18**

**TENDER DOCUMENT  
NOT TRANSFERABLE**

**CHECK LIST**

<b>CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S)S BEFORE UPLOADING THEIR TENDERS.</b>		
<b>Sr. No.</b>	<b>Description</b>	<b>Done or Not</b>
<b>1.</b>	Rates have been quoted for All schedules on Basic Cost in terms of percentage in Rate sheet.	<input type="checkbox"/>
<b>2</b>	Declaration regarding no relative being employed on DFCCIL at Annexure- VI has been filled.	<input type="checkbox"/>
<b>3</b>	Address for correspondence has been given at <b>Section 2 Para 2.2.</b>	<input type="checkbox"/>
<b>4</b>	Tenderer's General information filled up in Annexure -I with attached documents/proof page marked/indicated.	<input type="checkbox"/>
<b>5</b>	All the Annexures from Annexure -I to Annexure -VIII properly filled up and relevant documents attached and indicated in Annexures, where asked.	<input type="checkbox"/>
<b>6</b>	Company seal should be put.	<input type="checkbox"/>
<b>7</b>	The tender shall be accompanied with the following: -	
<b>1.</b>	Tender Fee as per section 1NIT para No. 6	<input type="checkbox"/>
<b>2.</b>	Earnest Money Deposit as per NITpara No.7/ Clause No. 3.1.5 of Section-3 has been attached.	<input type="checkbox"/>
<b>3.</b>	Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per Tender clause No. 4.14	<input type="checkbox"/>
<b>4.</b>	Partnership deed/ resolution as applicable has been attached.	<input type="checkbox"/>
<b>5.</b>	Power of Attorney as applicable has been attached.	<input type="checkbox"/>
<b>6.</b>	Any other relevant documents have been attached.	<input type="checkbox"/>
<b>8</b>	The tender document shall be uploaded properly.	
<b>9</b>	<b>RATES TO BE QUOTED ON RATE SHEET ONLY.</b>	

**Dedicated Freight Corridor Corporation of India Ltd.,  
First Floor Old DRM Office, Kalupur, Ahmedabad-380 002**

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**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.**  
(A Public Sector Undertaking of Ministry of Railways)  
First Floor Old DRM Office, Kalupur, Ahmedabad-380 002

**Forwarding letter by Tenderer(s)**

To,  
**Chief Project Manager**  
**DFCCIL,**  
**Ahmedabad.**

**Name of Work: - Hiring of 03 Nos. field vehicles for use in the Chief Project Manager, DFCCIL, Ahmedabad's unit.**

**Ref:**

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

1. A sum of **Rs. 79830/-** has been forwarded as Earnest Money. The value of the Earnest Money shall stand forfeited without prejudice to any other rights or remedies if:

I/We do not execute the contract agreement within 7 days of receipt of notice by the DFCCIL Administration that such documents are ready.

OR

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

OR

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

2. I/We agree to give the Performance Guarantee (PG) in a form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank amounting to 5 % of the contract value to the DFCCIL within 30 days after issue of letter of acceptance and before signing of the agreement
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Tenderer(s)/Tenderer(s)

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

Signature of Witness

## Instruction to Tenderer for Online Tendering

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

Instructions:-

### 1. Online Tendering Methodology:

Online Tender System

### 2. Broad outline of activities from Tenderer's perspective:-

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

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

**Note 1.** It is advised that all the documents to be submitted in sequence are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The price Tender (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. While uploading the documents it should be ensured that the file name is the name of the document itself.

**2.** Any tender received without Earnest Money and cost of tender documents in the form as specified in the tender documents shall not be considered and shall be summarily rejected.

### 3. Digital Certificate

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

### 4. Registration:

To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with the Tender Wizard and to have user ID & password which has to be obtained by submitting an annual registration charges as applicable to M/s ITI Ltd. The online payment facility for the submission of Registration fee and Tender Processing Fee, which is payable to E-Tender service provider i.e. M/s ITI Ltd., has been enable on E-Tender portal <http://www.tenderwizard.com/DFCCIL>. The Bidder can pay Registration Charges and Tender Processing Fee through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only. There is no need for physical submission of Demand Draft for the same. Validity of online registration is one year.

### 5. DFCCIL has decided to use process of E - Tendering for inviting this tender and thus the physical copy of the tender documents would not be sold / accepted.

6. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are to be notified. It is the responsibility of the Tenderer who has downloaded the tender documents from the website to keep themselves abreast of such amendments and attach all the addendum/addenda/corrigendum/corrigenda (if any) duly signed along with the submission of the tender documents.

### 7. DOCUMENTS ERQUIRED FOR ESTABLISHING TENDERER'S ELIGIBILITY AND QUALIFICATION AS PER TENDER:-

The Tenderer shall furnish, as part of his Tender document establishing the Tenderer'seligibility. All these documents should be numbered and should be signed by Tenderer in each page.

7.1The Tenderer shall select the payment option as 'Off Line' to pay the Tender fee & EMD as applicable.The Tenderer shall submit the Original DD/Banker's Cheque/Pay orderofearnest money deposit (EMD) and Tender feeduly mentioning the Tender reference & Tenderer's address, inthe DFCCIL office, Ahmedabad,as per address given in Tenderdocumentson or before the scheduled date and time of submission of the tender as per Sr. no. 10 of Section -1.Scanned copy of Tender fee and EMD shall be submitted while uploading Tender online. Incase original Tender fee and EMD are not received on time, offer will be summarily rejected. The tender processing fee as per applicable rates payable through the e - payment gateways to ITI limited is Non refundable.

7.2Tender documents (s) in original, duly filled in and signed by Tenderer or their Authorized representative along with seal on each page. All corrections and overwritings must be initialed with date by the Tenderer or his authorized representative.

7.3 Copy of PAN card

7.4 The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm.

7.5 In case of proprietorship firm Tenderer will submit and affidavit, attested by Notary Public that “I am a sole proprietor of the firm \_\_\_\_\_” on Non judicial stamp paper of Rs.100.00.

7.6 Tenderer’s profile duly filled in as per Annexure -I of tender document.

7.7 Power of Attorney

7.8 Article of association and memorandum in case of private/public limited company.

7.9 Copy of E.P.F. registration.

7.10 Copy of ESI Certificate.

7.11 Copy of service tax registration no.

7.12 Certificate for no relative being an employee in DFCCIL.

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

(ii) While submitting the Tender ‘On Line’ the Tenderer shall read the terms & conditions and accept the same in order to proceed further to submit their Tender.

**8. The following ‘FOUR KEY INSTRUCTIONS for TENDERERS’ must be assiduously adhered to :**

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tendersubmission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization’s concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
4. Submit your Tenders well in advance of tender submission deadline on ETS (DFCCIL should not be responsible any problem arising out of internet connectivity issues).

**9. Method for submission of Tender documents**

In this TENDER, the Tenderer has to participate in e-Tendering online. Some of the following documents are to be submitted physically (offline)on or before the last date & time. The Details of the DD/BC/BG ,physically sent should tally with the details available in the scanned copy and the data entered during E submission.

- 1) Cost of Tender Document
- 2) EMD

**Note : The Tenderer has to upload the Scanned copy of all above said documents during Online Tender submission also.**

**10. Price schedule**

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

- i) Down load price schedule part .
- ii) Fill rates in downloaded price schedule in Indian Rupees only.
- iii) Save filled copy of downloaded price schedule file in your computer and remember its Name & location for uploading correct file (duly filled in) when required.
- iv) Tenderer(S) should download 'financial\_ offer xls' file, quote their rates in the applicable field and save it. Tenderer(S) can upload the filled up financial\_ offer xls' file. **Name of the downloaded financial\_ offer xls' file must not be changed.**
- v) Submission of price schedule by any other means shall not be accepted in any circumstances.


**Other instructions**

For further instructions, the vendor should visit the portal([www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)), and login to it and upload documents of Tender.

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



**1. SECTION:-1**

 डेडीकेटेड फ्रेट कोरीडोर	<b>DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.</b> <b>(A Public Sector Undertaking of Ministry of Railways)</b> <b>First Floor Old DRM Office, Kalupur, Ahmedabad-380 002</b>
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**NOTICE FOR INVITING TENDERS (ON LINE e tender)**

1	Tender No.	DFCC/ADI/ VEHICLE HIRING/11/2017-18
2	Name of Work	Hiring of 03 No. field vehicles for use in the Chief Project Manager, DFCCIL, Ahmedabad's unit.
3	Estimated Cost of Work	Rs. 39,91,476/-
4	Completion Period	Two Years
5	Type of TENDER	Single Packet Open E-Tender
6	Tender Fee	Rs. 3540/- (Including applicable taxes)
7	Earnest Money Deposit	Rs. 79,830/-
8	Tender Processing Fee	4710/- (Including applicable taxes & Non-refundable) to be paid though e-payment to M/s ITI Ltd.
9	Availability of tender documents	up to 13:00 Hrs of 06.03.2018
9 (a)	Date and time of online submission of filled tender document	up to 14:00 Hrs of 06.03.2018
10	Date and time of opening of tender	at 15:00 Hrs of 06.03.2018
11	Address for Communication	Office of Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., First Floor Old DRM Office, Kalupur, Ahmedabad-380 002
12	E-Tendering Web site	<a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> Tender notices are also available at DFCCIL website: <a href="http://www.dfccil.gov.in">www.dfccil.gov.in</a> as well as on Central Public Procurement portal website : <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> Any Corrigendum/addendum, if any, will be posted on above web site only.
13	Help Desk No.	011- 49424365 or Mobile No. 09714881992/ 08000096726/09599653865

**Chief Project Manager,  
Dedicated Freight Corridor Corporation India Limited**

**2. SECTION:-2****Invitation for Tenders (IFT)**

Dear Sir/Madam,

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

**2.1 SCOPE OF WORK**

2.1.1 The contractor will be required to provide stipulated quantities of specified field vehicles for stipulated time duration in perfect condition with drivers to DFCCIL on hiring basis. (As per SECTION -5) and clause 5.2 of the tender document.

**2.2 KEY DETAILS OF THE TENDER ARE AS UNDER-**

S.No	Tender No.	DFCC/ADI/ VEHICLE HIRING/11/2017-18
1	Name of Work	<b>Hiring of 03 No. field vehicles for use in the Chief Project Manager/ DFCCIL/ Ahmedabad unit.</b>
2	Estimated Cost of Work	<b>Rs.39,91,476/- (Rs Thirty Nine Lakhs Ninety One Thousands Four Hundred and Seventy Six only)</b>
3	Completion Period	<b>2 ( TwoYears)</b>
4	Cost of tender document	<b>Rs 3,540/- (Rs ThreeThousands Five Hundred and Forty only) Including applicable taxes.</b>
5	Availability of tender document	<b>Up to 13.00 hrs. on 06.03.2018</b>
6	Type of Tender	<b>Open E-Tender, single packet</b>
7	Earnest Money Deposit	<b>Rs 79830/- (Rs. Seventy Nine Thousands Eight Hundred and Thirty only)</b>
8	Date and time of online submission of E-Tender document	<b>up to 14:00 Hrs. of 06.03.2018</b>
9	Date and time of online opening of E-Tender	<b>06.03.2018 at 15.00 hrs.</b>
10	Validity of Offer	90 Days from the date of opening of tender
11	Address for Communication	Office of Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., First Floor Old DRM Office, Kalupur, Ahmedabad-380 002

- 2.2.1 The tender fee and EMD in the form of Demand Draft, Banker’s Cheque, Pay order in favor of Dedicated freight Corridor Corporation India Ltd, payable at Ahmedabad, issued by any Nationalized/ Scheduled Bank to be submitted in DFCCIL Unit office Ahmedabad as per address given in Tender document before the schedule date & time of submission of tender otherwise the Tender will not be considered / shall be summarily rejected.
- 2.2.2 The Tender are also available on company’s website [www.dfccil.gov.in](http://www.dfccil.gov.in) and as well as on Central Public Procurement portal website :[www.eprocure.gov.in](http://www.eprocure.gov.in)  
No Tender document will be available offline. Downloading Tender documents online and uploading of tenders online is mandatory.

### **3. SECTION 3**

## **Information and Instructions to Tenderer(s)**

### **3.1 INFORMATION**

- 3.1.1 E-Tender has been invited under ‘single packet’ system.
- 3.1.2 The Tenderer(s) can download the Tender document online from the website address [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) as per the timings mentioned in SECTION-I of the Tender document.
- 3.1.3 Tender documents are also available on the official web site of [www.dfccil.gov.in](http://www.dfccil.gov.in) and as well as on Central Public Procurement portal website :[www.eprocure.gov.in](http://www.eprocure.gov.in) as mentioned at Clause 2.2.2 of the tender document.
- 3.1.4 The Tender fee and EMD as per Tender document is to be submitted in the DFCCIL Unit office Ahmedabad as per address given in Tender document on or before the schedule date & time of submission of tender otherwise the Tender will not be considered / shall be summarily rejected.
- 3.1.5 The entire Tender document shall be scan & uploaded online on the website. The hard copy of those pages should be scanned after signed and stamped. Tender document shall be accompanied the copy of Tender Fee and Tender deposit in proper form, document about the status of the firm such as Partnership deed etc., power of Attorneys; document in support of the of the Tenderer(s)/ all the documents as mentioned in CHECK LIST.
- 3.1.6 All Tenders shall be uploaded in accordance with the instruction contained in these documents. Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- 3.1.7 A firm shall submit only one offer against the Tender. In case, a firm submits more than one Tender, such a firm will be disqualified.
- 3.1.8 In preparing the Proposal, Tenderer(s) are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Tenderer(s) and will result in rejection of the proposal submitted by the Tenderer(s).
- 3.1.9 If the Tenderer(s) deliberately gives / give wrong information in his / their tender or creates /create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.
- 3.1.10 The proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 3.1.11 While quoting the online rates in Tender sheet provided on website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) tender(S) are expected to take into account the

requirements and conditions of the tender documents.

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

## 3.2 SUBMISSION OF TENDER

3.2.1 All Tenders shall be submitted "Online"

- a) Tender No:- as mentioned in NIT in SECTION-I of the tender document.
- b) Name of the work:-as mentioned in NIT in SECTION-I of the tender document.
- 3.2.2 Venue of submission of tender:- No Tender will be accepted /received offline or in any office.
- 3.2.3 The mandatory seal & signed of all pages should be submitted online not later than date and timings mentioned as in NIT in Section-I of the Tender document.
- 3.2.4 The Tender fee and EMD as per Tender document is to be submitted in the DFCCIL Unit office Ahmedabad as per address given in Tender document on or before the

schedule date & time mentioned as in NIT Sr. No. 10 of Section-I of the tender document, otherwise the Tender will not be considered / shall be summarily rejected.

### **3.3 TENDER OPENING**

- 3.3.1 Date and Time of opening of the tender:- As indicated in Sr 9, Clause 2.2 of Section 2 (IFT) of tender document.
- 3.3.2 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case Tenderer(s)/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. DFCCIL will not take cognizance of any other conditions/ variations from the tender stipulations mentioned at any other place in the tender documents
- 3.3.3 If the date of opening is declared as holiday then the tender shall be opened on next working day and the same time.
- 3.3.4 On the date specified in the tender notice, the rates of all Tenderer(s) will be available online.

### **3.4 GENERAL INFORMATION**

- 3.4.1 Tender document is non-transferable. Tenders received from Tenderer(S) in whose name documents have been uploaded/offered shall only be considered.
- 3.4.2 No extension in the Tender due date shall be Considered on account of internet speed or any technical fault.
- 3.4.3 Online Issuance of tender document does not automatically means that such parties are considered qualified.
- 3.4.4 The agency selected will be awarded the work for the period specified vide item No.3 Section - I of the tender documents.
- 3.4.5 DFCCIL reserve the right to modified, expend, restrict, scrap, re-float the tender without assigning any reason.

### **3.5 VALIDITY OF PROPOSAL**

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

### **3.6 TENDER FEE**

- 3.6.1 The original pay orders/demand drafts/Banker's Cheque against Tender Fees and EMD from any Nationalized Bank or a Scheduled Bank in favour of Dedicated Freight Corridor Corporation of India Limited payable at Ahmedabad to be submitted in the DFCCIL office as per address given in Tender documents on or before the scheduled date and time of submission of the tender. The scanned copy of the same is to be uploaded online along with tender document.
- 3.6.2 Offers without valid Tender fee/EMD will be summarily rejected.
- 3.6.3 Tender processing fees as per applicable rates to M/s ITI limited, Payable through the e-payment gateways which is non-refundable as per NIT.
- 3.6.4 All Micro and Small Enterprises (MSEs) who are having UdyogAadhar Memorandum shall be given all benefits towards Tender Fee and Earnest Money (EMD) in terms of Railway Board Letter No.2010/RS/(G)/363/1 dated 31.3.2016

### **3.7 EARNEST MONEY**

- 3.7.1 The tender must be accompanied by a sum specified in clause 2.2 Sr 7 of the tender document as Earnest Money(EMD) deposited in the form of, demand drafts, Banker's cheque, pay orders from a nationalized bank or a Scheduled Bank. Earnest Money shall be in favor of DFCCIL payable at Ahmedabad after affixing the revenue stamp on reverse side of the receipt and duly signed on it and submitted in the DFCCIL office as per address given in Tender documents (Section 1 Sr. No.11).
- 3.7.2 The Tenders without valid Tender fee/EMD will be summarily rejected.
- 3.7.3 Earnest Money shall be forfeited in case of revocation of Tender or increase in rates or change (s) in any terms & conditions after opening of the tender and before the expiry of validity of the Tender.
- 3.7.4 If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the Tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- 3.7.5 The EMD of all unsuccessful Tenderer(s) except that of the successful Tenderer(s) will be discharged/ returned after the award of the contract. The EMD of successful Tenderer(s) will be adjusted against the security deposit amount. No interest will be paid by DFCCIL on the above EMD amount.
- 3.7.6 All Micro and Small Enterprises (MSEs) who are having UdyogAadhar Memorandum shall be given all benefits towards Tender Fee and Earnest Money (EMD) in terms of Railway Board Letter No.2010/RS/(G)/363/1 dated 31.3.2016

### **3.8 ELIGIBILITY CRITERIA**

3.8.1 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 submit documents as stipulated in clause 4.14 of tender document along with their tenders.

### **3.9 FIRM DETAILS, SIGNATURE OF TENDERS& DOCUMENTARY PROOF**

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

3.9.2 The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer(s). Any individual or individuals signing the Tender Documents or other documents connected therewith should specify whether he is signing.

- a) As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or
- b) As a Partner or Partners of the firm; or
- c) As a Director, Manager or Secretary in a Limited Company etc.

3.9.3 The Tenderer(s)/s whose tender is accepted will be required to appear at the office of the Chief Project Manager, DFCCIL, First Floor Old DRM Office, Kalupur, Ahmedabad-380 002, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited.

### **3.10 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER**

3.10.1 Tenderer(s)'s have to quote the commission/ service charges in terms of a flat single percentage (%) in the schedule-I of the document. This percentage shall be applicable on each item of the schedule-I uniformly.

3.10.2 Rates are inclusive of labour, material, all statutory taxes and obligations of Central Govt. and State Govt/ local bodies as applicable at the time of the opening of the tender, unless otherwise specified separately in this tender document. The Tender prices shall be in Indian rupees only.

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



- 3.10.4 Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.
- 3.10.5 All information in the Tender shall be in English and Hindi only. Failure to comply with these requirement will render the Tender liable for rejection.

### **3.11 PROPOSAL EVALUATION**

- 3.11.1 A single stage procedure shall be adopted in evaluating the proposals.
- 3.11.2 The Evaluation Committee appointed by DFCC shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.
- 3.11.3 The proposal of the Tenderer(s) will be assessed only based on the information/documents submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the Tenderer(s), if the evaluation committee considers it necessary for proper assessment of the proposal. The clarification will be sought through fax / e-mail and the Tenderer(s) will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the technical proposal.
- 3.11.4 The Proposals shall be opened on online.
- 3.11.5 The successful Tenderer(s) would be selected on the basis of least commission quoted by the Tenderer(s) on the pay payable to the outsourced person as indicated in Annexure-I

### **3.12 ENGAGEMENT OF PERSONNEL**

- 3.12.1 Persons provided should possess requirement of job and have good behaviour and unblemished record and character.

### **3.13 AWARD OF CONTRACT**

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

3.13.5 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the DFFCIL.

**3.14 Tender documents are not transferable.**

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

**3.16 CONFIDENTIALITY**

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

**3.17 CHECK LIST**

3.17.1 The Tenderer(s) are requested to duly fill in the CHECKLIST. The checklist is only a reminder of certain important items, to facilitate the Tenderer(s). This, however, does not relieve the Tenderer(s) of its responsibility to make sure that his proposal is otherwise complete in all respects.

## **4. SECTION 4 GENERAL TERMS AND CONDITIONS OF CONTRACT**

GENERAL CONDITIONS OF CONTRACT will form an integral part of the Tender and contract, which is enclosed along with the tender documents.

In case of any deviation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail. The tenders must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

### **4.1 DEFINITIONS**

Unless excluded by or repugnant to the context:

- 4.1.1 The expression "Department"/ "Client"/ "DFCCIL"/ "Corporation"/Employer as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.(DFCCIL) which expression shall also include its legal successors and permitted assigns.
- 4.1.2 "Officer"/ "Officer-in-charge"/ "DFCCIL's representative" of the work shall mean the DFCCIL Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- 4.1.3 The "Contract" shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- 4.1.4 The "Contractor/ Tenderer(s)" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- 4.1.5 The "Contract sum" / "Contract price" shall mean the sum for which the tender is accepted.
- 4.1.6 The "Contract time" means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- 4.1.7 A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

- 4.1.8 A "month" shall mean a calendar month.
- 4.1.9 A "week" shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- 4.1.10 "Client" means Dedicated Freight Corridor Corporation of India Limited.
- 4.1.11 "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- 4.1.12 "Data Sheet" means such part of the Instructions to Tenderer(s) used to reflect specific assignment conditions.
- 4.1.13 "Day" means calendar day.
- 4.1.14 "Government" means the Government of India.
- 4.1.15 "Personnel" means professionals and support staff provided by the Contractor(s)/Tenderer(s) and assigned to perform the Services or any part thereof;
- 4.1.16 "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- 4.1.17 "Proposal" means the Technical Proposal and the Financial Proposal.
- 4.1.18 "RFP" means the Request For Proposal prepared by the Client for the selection of Tenderer(s).
- 4.1.19 "Services" means the work to be performed by the Tenderer(s) pursuant to the Contract.
- 4.1.20 "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Tenderer(s), and expected results and deliverables of the assignment.
- 4.1.21 "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- 4.1.22 "Excepted Risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- 4.1.23 "GCC" mean the General Conditions of Contract.
- 4.1.24 "Letter of Acceptance" means the formal acceptance letter from the DFCCIL of the

Tender.

4.1.25 "Local currency" means the currency of Government of India.

## 4.2 GENERAL INFORMATION

4.2.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.

4.2.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).

4.2.3 Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).

4.2.4 The Client requires that Tenderer(s) provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

4.2.5 A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.

4.2.6 It is the DFCC's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:

- a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
  - 1) "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - 2) "**fraudulent practice**" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - 3) "**collusive practices**" means a scheme or arrangement between two or more Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
  - 4) "**coercive practices**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

- b) will reject a proposal for award if it determines that the Tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

4.2.7 Tenderer(s), their Sub-Tenderer(s), and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Tenderer(s) shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

### **4.3 COMMUNICATION AND LANGUAGE OF CONTRACT**

4.3.1 Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed have been given or made when delivered in writing in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party.

### **4.4 INTERPRETATION**

In the contract, except where the context requires otherwise:

- 4.4.1 Words indicating one gender include all genders,
- 4.4.2 Words indicating the singular also include the plural and words indicating the plural also include the singular,
- 4.4.3 "Written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record, and
- 4.4.4 The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

### **4.5 LANGUAGE OF CONTRACT**

4.5.1 The Contract has been executed in English and Hindi, which shall be controlling language for all matters relating to meaning or interpretation of this Contract.

### **4.6 ENTIRE AGREEMENT**

4.6.1 This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein.

#### **4.7 MODIFICATIONS**

- 4.7.1 The terms and conditions of this Contract including the Scope of work can be modified only by written agreement between the Parties.

#### **4.8 CARE IN SUBMISSION OF TENDERS:-**

- 4.8.1 Before submitting a tender, the Tenderer(s) will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions of the General/ Special Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

#### **4.9 RIGHTS OF THE DFCCIL TO DEAL WITH TENDER: -**

- 4.9.1 The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no Tenderer(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.

#### **4.10 OMISSIONS & DISCREPANCIES: -**

- 4.10.1 Should a Tenderer(s) find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer(s) shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

#### **4.11 PARTNERSHIP DEED**

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

#### 4.12 PERFORMANCE GUARANTEE (P.G)

- 4.12.1 On acceptance of tender the successful Tenderer(s) shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of **DFCCIL, Ahmedabad**. The Performance Guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15 percent per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA.
- 4.12.2 This guarantee shall be initially valid up to the stipulated date of completion of work plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 4.12.3 The Performance Guarantee (PG) shall be released after the physical completion of the work based on the ‘Completion Certificate’ issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on ‘No Claim Certificate’.
- 4.12.4 Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 4.12.5 The DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:
- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the DFCCIL may claim the full amount of the Performance Guarantee.
  - b) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by DFCCIL.
  - c) The contract being determined or rescinded under provision of the Contract Agreement, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.
- 4.12.6 The value of PG to be submitted by the contractor will not change for variation



upto 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.

On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance guarantee amounting 5% (five percent) of the decrease in the contract value shall be returned to the contractor. The PG amount in excess of required PG for decreased contract value, available with DFCCIL, shall be returned to contractor as per their request duly safeguarding the interest of DFCCIL.

#### **4.13 SECURITY DEPOSIT**

- 4.13.1 The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, will be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 4.13.2 Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery /mode of recovery shall be as under:
- a) Security Deposit for each work should be 5% of the contract value
  - b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered,
  - c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.
- 4.13.3 The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period i.e after 120 days of the satisfactory completion of the work.
- 4.13.4 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

#### **4.14 TENDERER(S)'S CREDENTIAL:- NIL**

#### **4.15 AGREEMENT:**

- 4.15.1 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the DFCCIL.

#### **4.16 CHANGE IN ADDRESS:**

- 4.16.1 Any change in the address of the contractor shall be forthwith intimated in writing to the DFCCIL. The DFCCIL will not be responsible for any loss/ inconvenience suffered by the Contractor on account of his failure to comply with this.

#### **4.17 OBLIGATION OF DFCCIL**

- 4.17.1 DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Tenderer(s) and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

#### **4.18 FORCE MAJEURE**

- 4.18.1 The Obligations of DFCCIL and the Tenderer(s) shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure and in such situation the contract can also be terminated on mutual consent.

#### **4.19 INDEMNITY**

- 4.19.1 The Tenderer(s) shall indemnify and hold harmless to DFCCIL and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Tenderer(s) or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or outside the premises including but not limited to any and all claims by the hired staff.

#### **4.20 OTHER TERMS AND TERMINATION**

- 4.20.1 Contract shall be deemed to have commenced as on from date of issuance of letter of intent and shall be in force for an initial period of two year extendable for one year at a time with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.
- 4.20.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 30 days written notice.

4.20.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.

4.20.4 In performing the terms and conditions of the contract, the Tenderer(s) shall at all Times act as an Independent Tenderer(s). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Tenderer(s). The Tenderer(s) shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Tenderer(s) shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

#### **4.21 LAWS AND REGULATIONS:**

4.21.1 **Governing Law:** This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.

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

#### **4.22 INCOME TAX**

4.22.1 Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source unless the contractor is exempted by Income Tax Authorities.

#### **4.23 GST**

4.23.1 The GST, as applicable on gross value of each running account bill/Final bill shall be reimbursed by DFCCIL as per prevailing law after the contractor submits the documentary proof of having deposited the same along with the each bill. Any modification in tax provision in future by Government will be binding on the contractor with immediate effect.

4.23.2 Tenderers will examine the various provisions of the Central Goods and Service Tax Act, 2017 (CGST)/ integrated Goods and Service Tax Act, 2017 (IGST) / Union Territory Goods and Services Tax Act, 2017/ (UTGST)/ respective state's State Goods and Service Tax Act (SGST) also, as notified by Central/ State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

4.23.3 The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required

under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

GST registration no. must be mentioned in each invoice.

#### **4.24 PERMITS, FEES, TAXES & ROYALTIES**

4.24.1 Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax and other taxes Govt except GST. The GST liability on the Contractor will be governed by clause 4.23 of the tender document. The DFCCIL authorities will not take any responsibility of refund of such taxes/fees unless otherwise specified in the tender. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

#### **4.25 STATUTORY INCREASE IN DUTIES, TAXES ETC**

4.25.1 All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the Tender. The tender shall be inclusive of all taxes levies as mentioned in 4.24 above.

4.25.2 Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi etc. At the time of quoting/bidding contractor should bear the above fact in mind.

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

4.26.1 If the Firm/Contractor

- a) becomes bankrupt or insolvent, or,
- b) makes arrangements with or assignment in favor of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c) being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d) has execution levied on his goods or property or the works, or

- e) assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of' this contract, or
- f) abandons the contract, or
- g) persistently disregards instructions of the DFCCIL official or contravenes any provisions of the contract, or
- h) fails to take steps to employ competent and / or additional staff and labour, or
- i) promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL, or
- j) Suppresses or gives wrong information while submitting the tender.

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

#### **4.27 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT**

4.27.1 The DFCCIL shall be entitled to determinate the contract, at any time, should, in the DFCCIL opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the DFCCIL of such termination and reasons therefore, shall be conclusive evidence thereof. In case of determination of contract on DFCCIL account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of DFCCIL. The decision of the DFCCIL on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

#### **4.28 LABOUR RULES**

4.28.1 The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central Government as applicable. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare, EPF, ESI, Bonus and Gratuity ecto employees/labour.

#### **4.29 COMPLIANCE OF VARIOUS ACTS:**

4.29.1 The contractor shall ensure strict compliance of Payment of Wages Act 1936, Employment of Children Act 1938, Untouchability (Offences) Act 1955, Workmen's Compensation Act 1923, Relevant Central / State Labour Laws, Employees State Insurance Act 1948, Labour acts and Employees Provident Fund Act 1952 along with any Statutory Modifications there of or rules clarifications or otherwise and all the provisions as amended from time to time and DFCCIL shall stand indemnified from and against any claims/penalty under the afore said act.

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

4.30.1 The employment of any person less than fourteen years (14 years) of age shall be prohibited from Railway's works. The contractor shall be responsible for confirming to the provisions of the act and DFCCIL shall stand indemnified from and against any claims/penalty under the afore said act.

#### **4.31 SETTLEMENT OF DISPUTES**

4.31.1 All disputes or differences of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof, whether during the currency of contract or after their completion, whether before or after determination of contract shall be settled as under:

4.31.2 Mutual Settlement

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

#### **4.32 CONCILIATION/ARBITRATION**

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

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

- 4.32.3 Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of at least three names will be sent to the Tenderer(s). Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Tenderer(s) shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Tenderer(s).
- 4.32.4 In case, the Tenderer(s) opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Tenderer(s) may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 4.32.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 4.32.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 4.32.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 4.32.8 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Tenderer(s).

### **4.33 AWARD TO BE BINDING ON ALL PARTIES**

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

### **4.34 SUBSTITUTE ARBITRATORS:**

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

#### **4.35 INTEREST ON AWARDED AMOUNT**

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

#### **4.36 SETTLEMENT THROUGH COURT**

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

#### **4.37 EXCEPTION**

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

#### **4.38 JURISDICTION OF COURTS**

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



## 5. SECTION 5

### SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

**Name of work:** Hiring of 03No.fieldvehicles for use in the Chief Project Manager, DFCCIL,Ahmedabad’s unit.

#### 5.1 INTRODUCTION:-

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

#### 5.2 DETAILED SCOPE OF WORK

- 5.2.1 The contractor will be required to provide stipulated quantities of specified field vehicles for stipulated time duration in perfect condition with drivers to DFCCIL on hiring basis. (As per SECTION-6).
- 5.2.2 Vehicle(s) shall be provided within 15 days from the day of issue of letter of Acceptance letter. In case, the contractor does not provides the vehicle within 15 days, the action will be taken against the contractor as per the term and conditions of the tender conditions. In any case, the date of completion of the tender will counted from the day, the last vehicle is provided to the DFCCIL.
- 5.2.3 Vehicles for the use of DFCCIL officials will be based / headquartered at place mentioned in SECTION-6.
- 5.2.4 Duration of the contract may be extended further on same rates, terms & conditions if so decided by DFCCIL.
- 5.2.5 The quantities of field vehicles stipulated in schedule are approximate, for general guidance and may vary as per actual requirement.
- 5.2.6 The normal area of duty of the vehicle will cover the entire Gujarat State.
- 5.2.7 Vehicle shall be required for all days including Saturdays and holidays. Maintenance rest will be provided on all Sundays. Thus, there will be an average 26 working days per month. In case of exigencies and emergencies, the vehicle can be called on Sundays also.
- 5.2.8 Vehicles will normally be required from 09.00 to 21.00 i.e. 12 working hours per day. Timing and working hours in a day may vary. Accumulation of working hours shall be on monthly basis, which shall be 312 working hours from 26 working days a month. In case, vehicle is used for more than 312 hours in a month, overtime at the accepted rate for additional hour or part thereof is payable.

- 5.2.9 Vehicle shall have to report at nominated place and time.
- 5.2.10 Contractor should provide 24 hours contact number where change in timing/ place can be informed in advance.
- 5.2.11 Contractor/ driver shall have to maintain log book in approved Performa by official in charge which shall have to be filled daily and presented to DFCCIL's authorized representative for signature. Timing and kilometer reading shall be noted every day at the time of reporting at nominated place and release from same place.
- 5.2.12 DFCC may provide open parking space but parking shall be purely at Contractor's risk.
- 5.2.13 Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.
- 5.2.14 All other charges of Central Government/State Government or any other authorities, if any are to be included by the tenderer in his TENDER.
- 5.2.15 During the currency of contract, vehicle cannot be used for any other purpose except for DFCCIL.If the agency is found using the vehicle for any other purpose, for each such incident, he will be penalized as per clause 5.7 of the tender document and other suitable action(s) may be taken against the agency as the tender document.

### 5.3 VEHICLES

- 5.3.1 **The vehicle provided should be commercial vehicle only confirming to terms and conditions of this tender.**
- 5.3.2 Vehicles provided shall be registered **not earlier than 2 years from the date of opening of the tender** and shall use diesel/ petrol only as fuel with proper entries in RC book. If any vehicle provided to DFCCIL is found to be using any other fuel except the one declared, the Contract shall be liable to be terminated forthwith and further action under the terms and conditions of the contract.
- 5.3.3 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.
- 5.3.4 No change of vehicle(s) will be allowed normally without the prior permission of DFCCIL. In case of non-availability of the regularly arranged vehicles, the contractor may provide another vehicle, even owned by others, of class same or higher, with prior permission of DFCCIL official, which DFCCIL official in its absolute discretion may or may not grant.

- 5.3.5 All the Vehicle(s) shall always carry first aid box and mandatory spares vis. Tool box/Kit, Fuses, Spark plugs, fan belts, fire extinguisher, spare tyre etc.
- 5.3.6 Vehicle provided shall be maintained in a very good working condition all the time and should not warrant for frequent repairs or break down.
- 5.3.7 At any point of time, the vehicle should have quantity of fuel sufficient to travel to and fro upto farthest location. Moreover, the driver should also be provided with sufficient funds to pay for toll charges and refuel the vehicle during emergency. If the vehicle is not having sufficient fuel and driver is also not provided with sufficient funds for refueling the vehicle and for completion of journey, the DFCCIL official will have option to either refuel the vehicle or hire a taxi at the cost of agency, in addition to recovery of such cost for the bill, the agency will also be penalized as per clause 5.7 of the tender document for each such cases. The decision of DFCCIL will be final and binding on the agency.
- 5.3.8 All kinds of repairs/maintenance costs, charges of fuels, oil, lubricant, mobile phone charges, fee towards licenses/registration taxes, challans, salary/overtime of the driver, insurance premium etc. are responsibility of the contractor and shall be borne by the contractor all along the contract duration.
- 5.3.9 If the vehicle does not report at the requisitioned place and time as per roaster, then for delay in reporting upto half an hour, the penalty will be imposed as per Clause 5.7 of the tender document. However, if the reporting of vehicle gets delayed by more than half an hour as per roaster, the penalty will be imposed on the agency as per clause 5.7 of the tender document. The decision of DFCCIL will be final and binding on the agency.
- 5.3.10 If the reported vehicle is not found in good condition, the vehicle may be rejected and sent back and DFCCIL Official will have liberty to hire appropriate vehicle from the market at the cost of agency, which will be deducted from the bills. The vehicle will also be considered marked absent for that day and will be penalised at per Clause 5.7 of the tender document. The decision of DFCCIL will be final and binding on the agency.
- 5.3.11 In case of breakdown of the vehicle during the course of journey, the contractor shall provide the replacement (of same class or superior class) within a reasonable time failing which the touring executive(s) will be entitled to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor. The decision of DFCCIL will be final and binding on the agency.
- 5.3.12 Good quality seat covers and curtains shall be provided and the same will be regularly cleaned by the contractor at his own cost. Vehicle will be kept properly cleaned daily.
- 5.3.13 Vehicle shall be used on any type of road i.e. Kachha / Pucca including along the railway track as per direction of official using the vehicle.

- 5.3.14 If a vehicle is out of order or under schedule maintenance, an alternative vehicle with same or superior class should be made available, failing which the vehicle will be marked absent and DFCCIL will be entitled to hire any vehicle in lieu of same and the amount thus incurred shall be recovered from the bills of the contractor. The decision of DFCCIL will be final and binding on the agency.

## 5.4 DRIVERS

- 5.4.1 Drivers deployed by the contractor shall be skilled, uniformed, well behaved, holding valid driving license and capable of undertaking minor repairs of vehicles. Drivers shall have the adequate knowledge of routes in the district of Ahmedabad, Mehsana, Gandhinagar, Kheda, Anand, Nadiad and Banaskantha. All the paper for vehicle like registration papers, insurance papers, certificate towards payment of road tax etc. shall be readily available with driver.
- 5.4.2 The contractor shall provide mobile phone in perfect working condition to drivers of the vehicles. No separate payment shall be made by DFCCIL for the mobile phones.
- 5.4.3 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. **The contractor should submit police verification of all drivers with in six month from award of contract.**
- 5.4.4 The Drivers shall adhere by the rules laid down by Transport Authority/ Motor Licensing Authority or any Authority relevant to the subject and shall always strictly follow the Traffic Rules and regulations so as to ensure safety of the passengers. Any challan/penalty imposed on the driver will be borne by the contractor/service provider. In case of any accident, all the claims arising out of it will be met by the Contractor/service provider.
- 5.4.5 The drivers must also observe all the etiquette, protocol and extend usual courtesy (like carrying office bags/files to the concerned chambers, etc.) while performing the duty. They must be neatly dressed and must carry a photo identify card provided by the Contractor/service provider.
- 5.4.6 The contractor shall ensure that the Driver deployed for performing the duties shall not be in drunken or intoxicated state. If Driver is found in drunken or intoxicated state, he will be treated as absent from duty and he will be summarily removed from this job. Decision of DFCCIL in this respect shall be final and binding on the contractor.
- 5.4.7 No change of driver(s) will be allowed normally without the prior permission of DFCCIL.
- 5.4.8 The Contractor/service provider shall be responsible for complying with legal and labour provisions prescribed by Government of India which shall include Income Tax, Accidents, ESI, PF, Contract Labour and Abolition Act etc.
- 5.4.9 Punctuality in attendance and disciplined behaviour is of utmost importance for the

driver. In case driver is not found to the satisfaction of DFCC officials/officers the same shall be changed by the contractor failing which a driver from the market would be arranged by the DFCC and double the stipulated salary shall be charged from the contractor.

- 5.4.10 DFCCIL will not provide any accommodation to driver. Contractor/ driver himself shall arrange Boarding/Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor/service provider for housing of driver and parking of the vehicle(s) so that the same is available at short notice.
- 5.4.11 Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extent labour laws for which no extra payment will be made.

## 5.5 PAYMENT AND REIMBURSALS

- 5.5.1 The contractor/ agency shall give consent in a mandate form for receipt of payment through ECS/EFT/RTGS. Charges if any will be on account of the contractor. The Contractor/ agency shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. and Bank and Branch Code as appearing on MICR cheque issued by the Bank. In case where ECS/EFT facility is not available, payment shall be released through A/c payee Cheque.
- 5.5.2 No advance payment shall be made under any circumstances. Payment of hiring charges will be made once in a month through ECS/ EFT/ RTGS or account payee cheque on submission of bill and after the due verification of log book as necessary by the DFCCIL official.
- 5.5.3 The contractor/ agency shall submit bills, in duplicate, to the CPM/DFCCIL/Ahmedabad office along with the log book for the period. Bills having cutting and over-writing shall not be entertained unless authenticated by the user.
- 5.5.4 TDS as applicable shall be deducted from the bills of the contractor/ agency.
- 5.5.5 Rates are inclusive of all running maintenance & repair expenses, fuel ,lubricants and any other consumables etc required from time to time, all statutory provisions, all taxes including road tax, duties, incidental charges, charges for inspection certificate, penalties etc. as imposed by Central/State/Local Government bodies for running of vehicles, salary and other benefits admissible to driver. Nothing extra over and above the accepted rates shall be payable, unless otherwise specified separately in the tender document. However, **toll tax, parking charges on tour will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.** The GST liability on the Contractor will be governed by clause 4.23 of the tender document.

5.5.6 The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority. GST registration no. must be mentioned in each invoice.

5.5.7 ANTI PROFITEERING CLAUSE

The contractor should adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates of GST/Change in law, the contractor gets any credits/ benefits, the same shall be passed on to DFCCIL by way of reduction in prices.

5.5.8 Payment for part of a month shall be made on pro rata basis.

5.5.9 For kilometers in excess of kilometers inclusive in item no.1 i.e. for payment under item no.2 payable kilometers will be worked out after averaging the actual kilometre run over a period of 3 months. Total kilometre run in three months in excess of inclusive kilometers for three months will only be considered for payment.

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

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

5.5.12 One hour is of 60 minutes for the purpose of payment and a fraction up to 30 minutes shall not be taken in to account and more than 30 minutes shall be considered as an hour.

5.5.13 In case of exigencies and emergencies, the vehicle can be called on Sundays also. For each such Sunday working a compensatory rest or an extra amount of Rs. 300.00 shall be paid.

5.5.14 PRICE VARIATION / REVISION

- a) Revision of the fare due to increase/decrease in the Diesel prices shall be considered by DFCCIL if the increase/decrease announced by Govt. is 10% or more. In the event of increase/decrease in the price of fuel, the rates quoted will be proportionately increased/decreased by  $\frac{1}{4}$ <sup>th</sup> of the percentage increase/decrease in the price of fuel. The variation (increase/decrease) of fuel price will initially be compared with the price of fuel on the date of commencement of contract. Subsequently, updated/modified rates will be considered for comparison. Contractor has to certify on monthly bill that there

has been no decrease of 10% or more in the fuel prices during the period of the bill vis-a-vis prices of fuel at the time of last revision of rates.

- b) The per km rate (item no.2) would be subject to price variation condition mentioned above and per hour rate (item no. 3) indicated in price schedule would apply for the first 12 months from the date of commencement of work.
- c) In case of item no.1, which includes the run up to inclusive kilometers, difference of revised rates as per (a) above & accepted rates for item no. 2 will be paid for the actual kilometers run.

5.5.15 In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle, payment of Rs.300/- will be paid per night per outstation duty inclusive of night charges. However, the extra hours payment under item 3 of schedule will be made only up to the time when the vehicle is in use before the driver is permitted to take rest. In case of dispute in calculation, DFCCIL's decision shall be final.

## 5.6 QUANTITY VARIATION:-

An Item wise excess/ saving up to 100% in quantities /period can be done at the direction of DFCCIL at the same rate and conditions with overall variation within  $\pm$  100%. However above 50% variation finance concurrence to be taken.

## 5.7 NON-PERFORMANCE OF THE CONTRACT CONDITIONS-PENALTY

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

- a) In case, if the vehicle is not provided/vehicle not turned up for duty, any day, the vehicle will be marked absent and the contractor will be penalized Rs 2000 per day. Further, if vehicle/taxi is hired by DFCCIL in lieu of same, the cost of hiring of such vehicle/taxi shall be recovered from the bill of contractor.
- b) If the vehicle does not report at the requisitioned place and time as per roaster, then for delay in reporting upto half an hour, the penalty on the agency will be imposed Rs 200 per incident.
- c) If the reporting of vehicle gets delayed by more than half an hour as per roaster, the penalty will be imposed on the agency will be imposed as under:-

1. If the vehicle is used by the DFCCIL, the the penalty will be imposed on the agency will be Rs 1000/- for each such incident.

2. If the vehicle is rejected by the DFCCIL, the vehicle will be marked absent and penalty will be imposed as per Clause 5.7.1 (a).

3. If the vehicle is rejected by the DFCCIL and vehicle/taxi is hired in lieu of same, the cost of hiring of such Vehicle/Taxi shall be recovered from the bill of agency apart from the vehicle will be marked absent and penalty will be imposed as per Clause 5.7.1 (a).

- d) If the reported vehicle is not found in good condition, the vehicle may be rejected and sent back and DFCCIL Official will have liberty to hire appropriate vehicle from the market at the cost of agency, which will be deducted from the bills. The vehicle will also be considered marked absent for that day and will be penalized of Rs 2000 per incident.
- e) If the vehicle is not having sufficient fuel and driver is also not provided with sufficient funds for refueling the vehicle and for completion of journey, the DFCCIL official will have option to either refuel the vehicle or hire a taxi at the cost of agency, in addition to recovery of such cost for the bill, the agency will also be penalized Rs 1000/- per such incident.
- f) If the agency is found using the vehicle for any other purpose other than DFCCIL, for each such incident, he will be penalized for Rs 3000/- per each such incident.

5.7.2 In case of emergencies, if the driver shall report for duty within 45 minutes even during his off hours, on call, failing which a penalty of Rs.200/- per 15 minutes will be imposed and deducted from bills.

5.7.3 On recurrence of any of above instances, DFCCIL shall also be at liberty to take action against the Contractor as it may deem fit, which besides invoking either whole or part of the Contract Performance Guarantee, may even be termination of the contract as per contract conditions.

## **5.8 METER TEMPERING**

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

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



## **5.9 VEHICLE INSURANCE / STATUTORY REQUIREMENTS**

- 5.9.1 The vehicles provided to DFCCIL must be fully and comprehensively insured covering the risk to the driver and all passengers also. The insurance shall protect the contractor and DFCCIL against all risk, claims for loss, injuries, disability, disease and death of members of public including DFCCIL men, and damage to the property of others arising from the use of motor vehicles during operations irrespective of the ownership of such vehicles.
- 5.9.2 Contractor is required to comply to all statutory obligations viz. Industrial Dispute Act, Workmen's Compensation Act, etc. shall be the obligation of the contractor and the contractor shall indemnify and shall always keep DFCCIL indemnified against any liability falling on DFCCIL due to non-compliance of statutory obligations by the contractor or any of its agents/servants/drivers or for any reason whatsoever. The contractor/ agency will be responsible for the conduct of their staff.
- 5.9.3 The contractor shall at all times indemnify the DFCCIL administration against all claims which may arise due to accident or otherwise or due to breach of the terms and conditions mentioned herein and/ owing to any sort of act of commissions on the part of the contractor during the currency of this contract.
- 5.9.4 The contractor agrees to indemnify the DFCCIL administration against all claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act VIII of 1923 and the DFCCIL administration will be entitled to deduct from any sum of money due or payable to the contractor for the amount of compensation thus payable under the terms of Section- 12 of the said Act together with all or any cost incurred by the DFCCIL administration in such connection and the contractor further agrees that the decision of the DFCCIL with respect to the amount of such indemnity shall be accepted by him finally.
- 5.9.5 DFCCIL in no case is responsible for any legal matter arising of any State/Central Government laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.
- 5.9.6 DEFENCE OF SUITS

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

**6. SECTION-6****Schedule of Approximate Quantities**

Tender No. "DFCC/ADI/ VEHICLE HIRING/11/2017-18"

Name of Work: - Hiring of 03 No.field vehicles for use in the Chief Project Manager, DFCCIL,Ahmedabad's unit.

Item No.	Description of item	Quantity	Unit	Rate	Amount (Rs.)
1	2	3	4	5	6
1	Hiring charges for a diesel/petrol driven field vehicle (i.e.Tavera,Scorpia,Xylo or equivalent model in prices) inclusive of 3000 Kms per month and 312 hrs per month (i.e 12 hrs per day) inclusive of fuel, consumable, driver, repairs, maintenance, taxes etc. as per special conditions of contract.	48 (For Two Vehicle)	Months	48826	2343648
2	Hiring charges for a diesel/petrol driven field vehicle (i.e.Tavera,Scorpia,Xylo or equivalent model in prices) inclusive of 2500Kms per month and 312 hrs per month (i.e 12 hrs per day) inclusive of fuel, consumable, driver, repairs, maintenance, taxes etc. as per special conditions of contract.	24 (For One Vehicle)	Months	45262	1086288
3	Additional charges for usage over km included in item no.1 or 2	36000	Km	8.14	293040
4	Additional charges for usage over 312 per month subject to 12 hrs per day.(Per Hrs) over item no.1 or 2	6000	Hrs	44.75	268500
TOTAL [Rs. Thirty Nine Lakhs Ninety One Thousand Four Hundred and Seventy Six only]					<b>39,91,476/-</b>

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

Rates should be filled in the separate sheet of Schedule of Approximate Quantity uploaded along with this tender document.

**Note:**1. The above rates are inclusive of all taxes. However, service tax/GST, toll tax and parking charges will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.

2. Rates will be subject to price variation as per special conditions of the contract.

3.The tenderer is required to quote a single flat percentage above or below (in both words & figures) the rates given in schedule. This flat percentage will be applicable for all the items in schedule.

**4. Offers wherein percentage is not quoted correctly in figure and in words OR above/below is not correctly struck off at all locations OR taxes/other additions are quoted separately instead of including in overall percentage quoted.....will be summarily rejected.**

5. The Headquarter of the vehicle will be at Ahmedabad. The Head quarters of all the vehicles can be changed to any other location within the jurisdiction of CPM, Ahmedabad during the currency of contract.

However the decision of DFCCIL regarding change of head quarter during currency of contract will be final & binding. No claim will be entertained on this account.

**Declaration by the tenderer**

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

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

**Signature of tenderer/s**

Address:

<b>ANNEXURE - I</b>		
<b>TENDERER(S)'S GENERAL INFORMATION</b>		<b>PROOF ATTACHED AT PAGE</b>
1. Name of firm.		
2. Full name of Contractor/s:		
3. Year of Establishment.		
4. Registered Head Office :- Address: -		
5. Operation Address if different from above:		
6. Branch Office in India:		
7. Constitution of firm give full details including name of Partners/Executive/s power of Attorney holders etc.		
5. Particulars of Registration with Government Semi-Government Organization, Public sector under-Taking and local bodies etc.		
6. Bank A/C No of Firm with RTGS code for electronic clearance of the payment		
7. Telephone Number		
8. E-mail address & Web Site		
9. Telefax Number		
10. ISO Certification, if any {If yes, please furnish details}		
11. Pan No:		
12. PF / EPF Registration No:		
13. ESI Establishment registration No. (attach documentary evidence)		
14. GST Registration No:		
<p>1. The information furnished above shall be supported by authentic documents including registration number of the firm.</p> <p>2. The copies of documents submitted shall be self attested.</p>		
Signature of the Tenderer/s: -		

**ANNEXURE – II**

**Details of Vehicles owned/ Undertaking given**

<b>SN</b>	<b>Registration No.</b>	<b>Make</b>	<b>Model</b>	<b>Owned or under taking</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				
<b>5</b>				

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

**Signature of tenderer/s**

**ANNEXURE – III**

**Self Certificate**

- a. I/We have downloaded the tender form from the internet site **www.tenderwizard.com/DFCCIL** and I/we have not tampered/ modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.
- b. I/we are submitting a demand draft No..... dated .....issued by .....for Rs.. ..... towards the cost of tender form.
- c. I/We certified that I/we am/are not black listed or debarred by DFCCIL or Railways or any other Ministry/Department of the Government of India/State Government from participation in tenders/contract on the date of opening of tenders/Tenders.

Signature of the Tenderer/s:

**Annexure - IV**

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

**(The Bank Gaurantee(BGs) to be submitted by the suppliers/ contractors should be sent directly to "Chief Project Manager; DFCCIL; First Floor Old DRM Office, Kalupur, Ahmedabad-380 002" by the issuing Bank under Registered Post A. D.).**

To.  
Chief Project Manager;  
DFCCIL;  
First Floor Old DRM Office,  
Kalupur, Ahmedabad-380 002

In consideration of the Chief Project Manager; DFCCIL(hereinafter called " DFCCIL") having agreed to accept from.....hereinafter called "the said Contractor/s"), under the terms and conditions of an Agreement/ Acceptance letter dated.....made between.....and.....(hereinafter called "the said Agreement")the Performance Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs.....Rupees.....only). We, .....(indicate the name of the Bank hereinafter referred to as "the Bank") at the request of .....contractor/s do hereby under take to pay the Government an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by Government by reason of any breach by said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. We.....indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the DFCCIL stating that the amount claimed is by way of loss or damage caused to or suffered by the DFCCIL by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
2. We under take to pay to the DFCCIL any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/ supplier(s) shall have no .....against us for making such payment.

3. We, .....(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/ Warrantee Period, and it shall continue to be enforceable till dues of the DFCCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till .....office/Department/ DFCCIL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall discharge from all liability under this guarantee thereafter.
4. We, .....(indicate name of the Bank) further agree with the DFCCIL that the DFCCIL shall have the fullest liberty without our consent and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the DFCCIL against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the DFCCIL or indulgence by the DFCCIL to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/ Supplier(s).
6. We, .....(indicate the name of Bank) .....undertake not to revoke this guarantee during its currency except with the previous consent of the DFCCIL in writing.

Dated this .....day of.....20...

For. \_\_\_\_\_

(Indicate the name of the Bank)

Signature of Tenderer(s)



**Annexure - V**

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between DFCCIL, acting through Chief Project Manager, DFCCIL, First Floor Old DRM Office, Kalupur, Ahmedabad-380 002. (herein after called the "DFCCIL" )of the one part and ( Name / address of the contractor) (herein after called the contractor) of the other part.

WHEREAS the DFCCIL is desirous that certain works should be executed by the Contractor viz. Contract No. \_\_\_\_\_ (hereinafter called "the works", and has accepted a Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSES as follows:

- 1.0 In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
1. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) Letter of Acceptance of Tender
  - b) Notice Inviting Tender
  - c) Instructions to the Tenderers
  - d) Conditions of the Contract
  - e) Schedule of approximate quantity
3. In consideration of the payments to be made by the DFCCIL to the contractor as 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 signatory)

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

Witness:

- (i)
- 1.

(Name, Designation and address of the authorised signatory)

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

Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated.

**Annexure VI**

**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

**Annexure-VII****Details of works completed in last three financial years including current financial year**

S. No	Name of Work	Acceptance letter no	Date of Acceptance letter	Organization for whom work is being done	Final Cost of Work	Date of commencement of Work	Date of Actual completion of Work	Certificate /Credential available at Page No	Remarks
1	2	3	4	5	6	7	8	9	10

**NOTE:-**

The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out.

The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be self attested.

Signature of the Tenderer/s: -



**END  
OF  
DOCUMENT**