



इंडियनपोर्टरिलकॉर्पोरेशनलिमिटेड
भारतसरकारकाउपक्रम
Indian Port Rail Corporation Ltd.
(A Government of India Enterprise)
CIN No: U60300DL2015GOI282703



Indian Port Rail Corporation Limited

Name of Work: - Hiring of Vehicles for use of IPRCL Mumbai

Tender No. -IPRCL/Mumbai/Genl/14-Vehicle tender

**TENDER DOCUMENT
NOT TRANSFERABLE**

**Indian Port Rail Corporation Limited
(A Government of India Undertaking)
4th floor, Nirman Bhavan, Mumbai Port Trust Bldg.
M.P. Road, Mazgaon(E)
Mumbai -400010**



Corporate Office: 4th Floor, Nirman Bhavan, Mumbai Port Trust Building, M. P. Road, Mazgaon (E),
Mumbai - 400 010 Ph.No. : 022 – 6656 6335; Fax No. : 022 – 6656 6336; Email id: iprclmumbai@gmail.com
Regd. Off. : 1st Floor, NBCC Place, Bhisma Pitamah Marg, Lodhi Road, New Delhi-110003

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(A Government of India Undertaking)
4th floor, Nirman Bhavan, Mumbai Port Trust Bldg.
M.P. Road, Mazgaon(E)
Mumbai -400010

INDEX

Sr. No.	DESCRIPTION	Page No.
1	Check list	3
2	Section 1 - Notice Inviting Tender (NIT)	4-5
3	Section 2 - Instruction To Bidders (ITB)	6-15
4	Section 3 - General Conditions of Contract	16-37
5	Section 4 - Special Conditions of Contract and specifications	38-46
6	Section 5- Schedule of Quantities and rates	49-55
7	Section 6 – Bidding Forms	55

CHECK LIST

CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S)S BEFORE SUBMITTING THEIR TENDERS. THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPLIED BEFORE SEALING THE TENDER DOCUMENT: - (To be filled in by Tenderer)		
		Yes / No
1	Rates have been quoted for all schedules on Basic Cost in terms of percentage in Rate sheet.	
2	Declaration regarding no relative being employed on IPRCL format has been filled.	
3	Address for correspondence has been given at Section 2 Para 2.2, and Envelope has been addressed accordingly.	
4	Tenderer's General information filled up in Annexure -I with attached documents/proof page marked/indicated.	
5	All the forms properly filled up and relevant documents attached and indicated in tender document, where asked.	
6	Tenderer's Company seal should be put.	
7	The tender shall be accompanied with the following: -	
	1. Earnest Money Deposit as per NIT has been attached.	
	2. Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per Tender Notice.	
	3. Partnership deed/ resolution as applicable has been attached.	
	4. Power of Attorney as applicable has been attached.	
	5. Any other relevant documents have been attached.	
8	The tender document shall be sealed in a cover properly. Any loose paper/ documents separately shall not be considered as part of tender offer.	
9	RATES TO BE QUOTED ON RATE SHEET ONLY.	

Section 1

NOTICE FOR INVITING TENDER (NIT)

Tender No. : **IPRCL/Mumbai/Genl/14-Hiring of vehicle**

Date- 20/09/2017

Sub:- Tender Notice for the work of "Hiring of vehicles for the use of IPRCL Mumbai."

In order to stimulate overall growth of Port sector and contribute to economic growth of country, the Government of India has decided to establish a Special Purpose Vehicle (SPV), namely Indian Port Rail Corporation Ltd. (IPRCL) under the Ministry of Shipping as a joint venture company between the Major Ports under Ministry of Shipping and Rail Vikas Nigam Ltd (RVNL) under the Companies Act 2013. The purpose of the company is to provide efficient rail evacuation system to Major Ports and thereby enhance their cargo handling capacity, efficiency and throughput. The company would undertake projects involving last mile connectivity to Major Ports, modernization of evacuation infrastructure in Ports, operate and manage internal Port Railway system and raise financial resources for funding port related Connectivity Projects.

The Managing Director IPRCL/Mumbai,4th floor, Nirman Bhavan, Mumbai Port Trust Building, M.P. Road, Mazgaon (E),Mumbai-400010, invites Open Tender under Single Packet System for engaging experienced Contractors in the domain of services given in the scope of the work' as per the terms and conditions mentioned in the Tender Document.

SN	Description	Particulars
1	Tender No	IPRCL/Mumbai/Genl/14-Hiring of vehicle
2	Name of Work	Hiring of vehicles for use of IPRCL/Mumbai in the State of Maharashtra
3	Type of Tender	'Single Packet Open Tender
4	Type of contract	Hiring of vehicles
5	Estimated Cost	Rs. 48.70 Lakh
6	Cost of Tender document	Rs.2000/- and Rs. 2500/- if required by post (Non-Refundable) to be paid in the form of DD/Banker's Cheque in f/o IPRCL, Payable at Mumbai
7	Earnest Money (EMD)	Rs 97,000/-
8	Performance Guarantee	5% of the contract value
9	Validity of the Tender (Bids)	90 days from the date of opening of the tender.
10	Date of Calling of tender	20/09/2017

11	Tender document available for purchase upto	17.00 hrs on 23/10/2017
12	Last date and time of tender submission	Upto 15.00 hrs. on 24/10/2017
13	Date and time of opening tender	15.30 hrs on 24/10/2017 <i>* In case 24/10/2017 is declared a public holiday due to any reason, tender shall be opened next working day.</i>
14	Address for communication	Indian Port Rail Corporation Ltd., 4 th floor, Nirman Bhavan, Mumbai Port Trust Building M. P. Road , Mazgaon East, Mumbai 400010
15	Website address for downloading of tender	www.mumbaiport.gov.in
16	Contact person	Shri N. R. Kale, Sr Manager (Civil),IPRCL
17	Contact Number	022-66566335
18	Email id	iprc@mumbai@gmail.com

Section-2

Instructions of Bidder (ITB)

GENERAL INFORMATION

- 1.1 Tender is invited under 'single packet' open tender system.
- 1.2 The Tenderer(s) may collect the Tender document from the office of Managing Director, Indian Port Rail Corporation Ltd., 4th floor, Nirman Bhavan, Mumbai Port Trust Building M. P. Road, Mazgaon East, Mumbai 400010 on any working day i.e. between 11.00 hrs to 17.00 hrs on 20/9/2017 to 23/10/2017 on cash payment of Rs. 2000/- and Rs. 2500/- if required by post. The cost of this tender form is not transferrable or refundable. Request for tender by post must be accompanied by a draft of Rs. 2500/- (Rs. Two thousand five hundred only) drawn in favour of Indian Port Rail Corporation Ltd. Mumbai. IPRCL will not be responsible for delay in receipt of tender documents by post. The tenderer who is downloading from the website should submit the tender document along with the tender fee Rs. 2000/- in demand draft/banker cheque of a nationalized bank payable in favour of IPRCL Mumbai.
- 1.3 The tender document can be downloaded from the website of Mumbai Port Trust (MbPT) i.e. www.mumbaiport.gov.in.
- 1.4 The tender fee receipt/proof as per the tender document is to be submitted along with the tender document. Tenders received without tender fee shall be summarily rejected.
- 1.5 The tender document must be accompanied by a valid Earnest Money as per the tender document. Tenders received without Earnest Money shall be summarily rejected.
- 1.6 Each page of this Tender document shall be submitted duly signed and stamped. Tender shall be accompanied by the documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the Tenderer(s), etc.
- 1.7 All Tenders shall be submitted in accordance with the instructions contained in these documents (hereinafter called as Tender documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- 1.8 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.
- 1.9 While 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 the own risk of the Tenderer(s) and will result in rejection of the proposal submitted by the Tenderer(s).
- 1.10 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 IPRCL reserves the right to reject such tender at any stage.
- 1.10.1 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 initiated by the person or persons who sign(s) the Tender document.

- 1.11 While preparing the Financial Proposal, Tenderer(s) are expected to take into account the requirements and conditions of the Tender documents.
- 1.12 The Tenderer(s) whether a sole proprietor, 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 favour 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 dispute to arbitration.
- 1.13 Tender document is non-transferable. Tenders received from Tenderer(s) in whose name Tender Document has been issued shall only be considered.
- 1.14 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender Document by post. IPRCL is not responsible for loss/delay of any tender in transit.
- 1.15 Issuance of Tender documents would not automatically mean that such parties are Considered qualified.
- 1.16 The agency will be awarded initially work for period of 3 years (extendable upto 1 more year)
- 1.17 IPRCL reserves the rights to modify, expand, restrict, scrap, re-float the tender Without assigning any reasons.

2 SUBMISSION OF TENDER:

All Tenders shall be submitted "in sealed cover" which should be super scribed as Tender No : - as mentioned in NIT in SECTION-I of the tender document.

- 2.1 Name of the work:- as mentioned in NIT in SECTION-I of the tender document.
- 2.2 Venue of submission of tender: - **IPRCL Corporate Office; 4th floor, Nirman Bhavan, MbPT bldg, Muzavar Pakhadi Road, Mazgaon (E), Mumbai-400010.**
- 2.3 The tender document should reach the office not later than date and timings mentioned as in NIT in SECTION-I of the tender document.
- 2.4 Tender box will be sealed on date and timings mentioned as in NIT in SECTION-I of the tender document.
- 2.5 Any tenders received late are liable to be rejected summarily.

3 TENDER OPENING

- 3.1 Date and Time of opening of the tender:- As indicated in NIT at Sr.No.13.
- 3.2 The Tenders submitted/received after the time and date fixed for receipt of Tenders as set out in the documents are liable to be rejected.
- 3.3 Conditional tenders are liable to be rejected straightway. IPRCL 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. IPRCL will not take cognizance of any other conditions/variations from the tender stipulations mentioned at any other place in the tender documents.
- 3.4 If the date of opening is declared as holiday then the tender shall be accepted up to 15.00 hrs of the next working day and the same will be opened at 15.30 hrs on the same day i.e, next working day.
- 3.5 On the date specified in the tender notice, the envelopes of all Tenderer(s) will be opened in the presence of Tenderer(s)/ representative who choose to attend the same to verify its contents as per requirements. The tendered percentage rates shall then be read out.

4 ELIGIBILITY CRITERIA

- 4.1 The tenderer should have received contracts amounting to a total value of at least Rs 73.05 lakh during the last three financial years and the current financial year clubbed together (i.e. F.Y. 2014-15,2015-16,2016-17 & 2017-18)
- 4.2 The firm should have at least three years of experience in the field of hiring/rental of cars to Govt. org./Semi Govt. org./PSUs
- 4.3 The company must have valid GST Number.

5 VALIDITY OF PROPOSAL

- 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.

6. TENDER FEE

- 6.1 Cost of tender form as per clause section I of the tender document is to be submitted in the form of pay orders, demand drafts from any Nationalized Bank in favour of IPRCL payable at Mumbai.
- 6.2 Offers not accompanied by valid tender fee will be summarily rejected.

7. EARNEST MONEY

- 7.1 The tender must be accompanied by a sum specified in clause of the tender document as Earnest

Money (EMD) deposited in the form of Deposit receipt, pay orders, demand drafts, Banker's cheque from a Nationalized bank. Earnest Money should be drawn in favour of IPRCL payable at Mumbai valid for 42 days beyond tender validity date.

7.2 The Tenders not accompanied by valid Earnest Money (EMD) shall be summarily rejected.

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.

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 IPRCL that such documents are ready.

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 IPRCL on the above EMD amount.

8. FIRM DETAILS, SIGNATURE OF TENDERS & DOCUMENTARY PROOF:

8.1 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)" (Form-2 Section 6).

8.2 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 Limited Company etc.

8.3 The Tenderer(s)/s whose tender is accepted will be required to appear at the corporate Office **IPRCL, 4th Floor, Nirman Bhavan, MbPT Bldg. M.P. Road, Mazgaon(E), Mumbai 400010**, 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.

9 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER

- 9.1 Additional taxes, if any, levied after opening of the tender will be borne by IPRCL & reimbursed after production of documents in proof of having submitted the same. General condition of contract and Special Conditions of contract, schedule of approximate quantities and rate sheet may be referred for further details.
- 9.2 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.
- 9.3 All information in the Tender shall be in English and Hindi only. Failure to comply with this requirement will render the Tender liable for rejection.

10 PROPOSAL EVALUATION

- 10.1 A single stage open tender procedure shall be adopted in evaluating the proposals.
- 10.2 The Evaluation open tender Committee appointed by IPRCL shall carry out its evaluation on the basis of responsiveness of the tenderers documents to the Terms of Reference, applying the evaluation criteria.
- 10.3 The proposal of the tenderer's document will be assessed only based on the information/documents submitted along with the tender. However, IPRCL 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.
- 10.4 The Proposals shall be opened publicly in the presence of the Tenderer(s)' representatives who choose to attend. The name of the Tenderer(s), the proposed prices shall be read aloud and recorded after opening the proposal. The Client shall prepare minutes of the public opening. It is recommended that quoted rates are covered with transparent adhesive tape for evaluation of their proposal.
- 10.5 The successful Tenderer(s) would be selected on the basis of least price quoted by the Tenderer(s).

11. AWARD OF CONTRACT

- 11.1 The IPRCL will issue a Letter of Acceptance to the successful Tenderer.
- 11.2 Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between IPRCL and Tenderer subject to the modifications, as may be mutually agreed to and indicated in the letter of acceptance.
- 11.3 The successful Tenderer will be required to execute the Contract Agreement within 7 days of receipt of notice by the IPRCL 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).

- 11.4 The successful firm / Tenderer with whom the contract is signed shall commence the assignment within 30 days from the date of issue of acceptance letter.

12 CONFIDENTIALITY

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.

13 CHECK LIST

The Tenderer(s) is requested to submit the tender documents and attachments to tender documents as per the details specified in the Tender document. Any deviation/omission from above will be as per Tenderer(s)'s own risk.

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.

14 Signature and Stamp of Tenderer:

- 14.1 **Period of Validity of Tender:** Tender shall be valid for a period of 90 days from the date of opening of the tender. The bid valid for a shorter period shall be liable to be rejected by the employer as non-responsive.

- 14.2 **Deviations:** The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the tender.

- 14.3 **Omissions & Discrepancies:** Should a tenderer find discrepancy in or omissions from 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 tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer 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.

- 15 **Care in Submission of Tender:-**

- a) The tenderer is expected to examine all instructions, terms, conditions, forms and other information in the bidding document. Failure to furnish all required information in the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will be at the tenderer's risk and may result in rejection of his bid.
- b) The tenderer must obtain for himself on his own responsibility and his own cost all the information including risks contingencies & other circumstances in execution of the work. He shall also carefully read understand all his obligation & liabilities given in tender documents. The Tenderer shall bear all the cost associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- c) When work is tendered for by a firm or company of contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- d) It shall be deemed that by submitting a Bid, the tenderer has:
1. Made a complete and careful examination of the Bidding Documents and has fully acquainted himself as to all conditions and matters which may in anyway affect the work or the cost thereof.
 2. Acquainted himself with Government taxes, laws, statute, regulations, levies and other charges relating to scope of work.
 3. Received all relevant information requested from IPRCL;
 4. Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of IPRCL relating to any of the matters relating to the bid;
 5. Tenderer should submit the original documents for EMD, Tender Document Fees for claiming exemption from payment of tender form Fees/EMD in Managing Director/IPRCL/Mumbai's Office before Opening of tender. The offers of those who fail to submit above original documents before opening of tender are liable to be rejected.

16. Deadline for submission of tender: The tenderer must ensure submission of offer before the closing time, as the tender submission shall not be accepted after the stipulated time and date. Incomplete offers will not be valid for consideration.

17 Modification/Withdrawal of offer: Tenderer can any time change/modify his offer before end of tender submission time. However, no offer shall be modified or withdrawn by the tenderer after the end of bid submission time. Withdrawal of an offer during the interval between end of tender submission time and expiry of the offer validity period would result in forfeiture of the EMD.

18 Disqualification of the offers:-

- a. No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.
- b. Tenderer may carefully note that his bid is liable to be disqualified at any time during tendering process, if it is discovered at any point of time that the tenderer has suppressed any fact or given false state mentor has done misrepresentation or fraud or has violated any of the terms, and the offer will be cancelled by IPRCL. In addition, the EMD of such tenderer shall be forfeited. In such an event, the tenderer will not be entitled to any compensation whatsoever, or refund of any other amount paid by him and tenderer shall be debarred for a period of two years for participation in all future projects of IPRCL. The decision of Employer in this respect shall be final and binding.
- c. IPRCL may terminate the Contract or disqualify the tenderer if it is found that the tenderer is black listed by any of the Government Departments /Institutions/Local Bodies/Municipalities /Public Sector Undertaking etc. during previous 3 years before the date of bid closure.
- d. The tenderer shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tenderer in which tenderer has participated and EMD of all such tenderers shall stand forfeited.

19 FRAUD PREVENTION & DETECTION POLICY OF IPRCL:

- a) Representative of vendors, suppliers, contractors, service providers or any other agency (ies) doing any type of business with the company, is expected and shall be responsible to ensure that there is no fraudulent act being committed in their areas of responsibility/control. As soon as it is learnt that a fraud or suspected fraud has take nor is likely to take place they should immediately apprise the same to the concerned authority as per the procedure.
 - (b) All the tenderers shall be required to certify that they would adhere to the Fraud Prevention & detection Policy of Company and not indulge or allow anybody else working in their organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/ suspected fraud as soon as it comes to their notice.
- 20 **OPENING OF THE TENDER:** Tenders will be opened on time at the address mentioned in "Notice Inviting 'Tender'" in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders. Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.

21 Preliminary examination of tender

- 21.1 The Employer shall examine the tender to determine whether they are complete, whether any computational errors have been made and whether the tender are generally in order.
- 21.2 In case of discrepancy/Arithmetical error, if any, found between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.
- 21.3 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purpose of this determination, a substantially responsive bid is one that conforms to the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:
- i) That affects in any substantial way the scope or performance of the contract,
 - ii) That limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the successful Tenderer's obligations under the contract; or
 - iii) Whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive tender.
- If a bid is not substantially responsive, it shall be rejected by the Employer.
- 21.4 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such condition/ deviation/ reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non- responsiveness of a tender shall be final and binding.

22 Clarification on the tendered tender

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

23 Evaluation and comparison of tenders:

23.1 In case of open tenders; tender, which are determined as substantially responsive, shall be evaluated based on criteria as given in Eligibility Criteria as given in Annexure-I of Notice Inviting Open Tender. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

23.2 The Employer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level.

The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

24 Right to accept any tender or reject all tenders:

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

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

Section 3:

GENERAL CONDITIONS OF CONTRACT:

1.0 **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 General Conditions of Contract and any other Special Condition & scope of work of Contract of this Bid document, the Special Condition & Scope of work of Contract shall prevail. The tenderers must give a certificate along with their offer that they have thoroughly read, understood and accepted the General Conditions, Special Conditions, Scope of work as well as other conditions mentioned in the tender document.

2.0 **DEFINITIONS:** -

Unless excluded by or repugnant to the context.

- a) The expression Employer /Corporation/Department/ IPRCL assuaging the tender papers shall mean the Indian Port Rail Corporation of India Ltd.
- b) Officer/"Officer-in-charge" /Engineer of the work shall mean the 'Representative' nominated by IPRCL.
- c) The "Site" shall mean the premises and / or other places where the work is to be executed under the Contract including any other lands or place used for the purpose of Contract.
- d) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- e) The 'Contract' shall mean "The agreement entered into between IPRCL and the Contractors recorded in the Contract form signed by the parties including all attachment -the Notice of Tender, the sealed quotation and the Tender Document and Acceptance thereof together with the documents referred to therein, and the Accepted Conditions with annexure mentioned therein including any Special Conditions, Scope of Work, Priced Schedule / Bill of Quantities and Schedule of Rates." All these documents taken together shall be deemed to form one Contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later in corporate init by internal consent.
- f) "**Contractor**" shall mean the individual/ firm/company whether incorporated or not, undertaking the work and shall include the 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.
- g) The "**Contract sum/Contract price**" shall mean the sum for which the tender is accepted.
- h) 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.
- i) "**A Day**" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- j) "**A month**" shall mean a calendar month.

k) A **"week"** shall mean seven consecutive days without regard to the number of hours worked in any day in that week.

l) **"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) was (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 unprecedented floods over which the contractor has no control.

m) Where the context so requires, word imparting the singular number only also include the plural number of vice-versa.

n) **"ITB"** shall mean Instruction to Tenderers as mentioned in Section-2 of tender document.

o) **"Services" means** the work to be performed by the Contractor pursuant to the contract.

3.0 Priority of Documents

- i) Any Ambiguity, discrepancy or conflict between various documents forming the Contract will be settled by prescribing the priority of document. Normally the priority of documents shall be as follows in descending order:-
- ii) Contract agreement
- iii) Letter of Acceptance
- iv) Tenderer's accepted Bid
- v) Conditions of Particular Applications
- vi) Special Conditions
- vii) General Conditions of Contract
- viii) Priced Bill of Quantities
- ix) Any other document forming part of the contract

3.1 Tender Form:

Tender Form shall embody the contents of the contract documents either directly or by reference.

- 3.2 Singular and Plural: Words imparting the singular number shall also include the plural and vice versa where the context requires.
- 3.3 Headings: The headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be smart. There of or be taken into consideration in the interpretation or cost "thereof or the contract" **4.0 Laws and Regulations:**

4.1 **Governing Law:**

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

- 4.2 Compliance To Regulations And Bye-Laws: The Contractor shall conform to the provision of any statute relating to the works and Regulations and bye-laws of any local Authority and shall before making any variation from the specifications that maybe necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by Statute, Regulations, or Bye-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

- 5.0 **Assignment or Subletting of Contract:** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the IPRCL. Any breach of this condition shall entitle the IPRCL to rescind the contract and also render the contractor liable for payment to the IPRCL in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be subletting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the IPRCL and shall not relieve the Contractor of any responsibility under the Contract.

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

7.0 **Earnest Money Deposit (EMD):-**

- 7.1. The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender under the condition of tender the earnest money shall be as under,

:	Value of work	Work Earnest Money Deposit(EMD)
A	For works estimated cost up to Rs. 1crore	2% the estimated cost of the work

The earnest money shall be rounded to the nearest Rs.10.

The earnest money shall be submitted in the form of Deposit Receipts/ Banker's cheque/Pay Order/ Demand Draft drawn in favour of IPRCL/Mumbai issued by any Nationalized or scheduled Rank,

- 7.2 Any offer not accompanied by requisite EMD shall be summarily rejected as non-responsive. MSEs registered with a body specified by Ministry of MSME for the item tendered will be exempted from payment of Tender Cost, Earnest Money Deposit (EMD) and Security Deposit (SD).The exemption of NSIC units is however subject to the monetary limit shown in the Certificate and the firm being registered for the service tendered for as per procedure laid down in Ministry of MSMEs' letter No. 9(14)/2007-SSI (P)-I dated 08.03.2011 and subsequent Order issued by Additional Secretary and Development Commissioner (MSME) dated 23.03.2012.

- 7.3 The EMD of successful bidder shall be converted to Security Deposit, after signing of agreement and submission of required Performance Guarantee. The EMD of unsuccessful bidder shall be discharged/ returned without interest as promptly as possible.

The EMD of the tenderer shall be forfeited if he with draws his offer during the period of tender validity specified in the Tender/extended validity period as agreed to in writing by the tenderer. The EMD is liable to be forfeited:

- a. If the bidder withdraws his offer during the validity period of the offer.
- b. If, the bidder does not accept the correction of his offer price.
- c. In the case of successful bidder, if he fails, within the specified time limit to furnish the required performance guarantee or Sign the Agreement.

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

8.0 **SecurityDeposit:-**

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

8. Recovery of Security Deposit:-

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

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

- 8.2 Security Deposit shall be returned to the Contractor without any interest after the successful completion of the work and after passing the final bill based **on No Claim Certificate** with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the Contract but shall not be lower than Sr. Manager (concerned with the work). The certificate, inter alia, shall mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to IPRCL against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.
- 8.3 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

9.0 Performance Guarantee:

The procedure for obtaining Performance Guarantee is outlined below:

- 9.1 The successful tenderer shall have to submit an irrevocable Performance Guarantee (PG) within 30(thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30(thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a penal interest of 15%per annum shall be charged for the delay beyond 30(thirty) days, i.e. from 31st day after the date of issue of LOA. In case the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly

forfeiting EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in re-tender for the work.

- 9.2** The successful tenderer shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
- i. Irrevocable Bank Guarantee;
 - ii. Government Securities including State Loan Bonds at 5% below the market value;
 - iii. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - iv. Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - v. A Deposit in the Post Office Saving Bank;
 - vi. A Deposit in the National Savings Certificates;
 - vii. Twelve years National Defence Certificates;
 - viii. Ten years Defence Deposits;
 - ix. National Defence Bonds and
 - x. Unit Trust Certificates at 5% below market value or at the face Value whichever is less. Also, FDR in favour IPRCL (free from any Encumbrance) may be accepted.
- 9.3** Performance Guarantee shall be submitted by the successful tenderer after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work get extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- 9.4** The value of PG to be submitted by the Contractor will not change for variation up to 25% (either increase or decrease). In case variation is above 25% during the contract period, performance guarantee @5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- 9.5** The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after passing the final bill based on 'No Claim Certificate' from the contractor.
- 9.6** Whenever the contract is rescinded; the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or Partnership firm, then every member/partner of such a firm shall be

debarred from participating. In the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.

- 9.7 The Officer In-charge of IPRCL shall not make a claim under the Performance Guarantee except for amounts to which then IPRCL is entitled under the Contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Officer In-charge of IPRCL may claim the full amount of the Performance Guarantee. Failure by the Contractor to pay IPRCL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Officer In charge of IPRCL.
- 10.0** Force Majeure Clause: If at any time, during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such even the come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120days, either party may at its option terminate the contract by giving notice to the other party.
- 11.0 **Illegal Gratification**: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant or, to any officer or employee of the IPRCL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the IPRCL shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the IPRCL and to the payment of any loss or damage resulting from such decision and the IPRCL shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the IPRCL.
- 11.1 The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the IPRCL and if he shall do so, the IPRCL shall be entitled forthwith to rescind the contract and all other contracts with the IPRCL. Any question or dispute as to the commission or any such offence or compensation payable of the IPRCL under this clause shall beset led by the Managing Director/IPRCL in such a manner as he shall consider fit & sufficient and his decision shall be

final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

12.0 EXECUTION OF WORKS Not Applicable

13.0 VARIATION IN EXTENT OF CONTRACT

13.1 Modification to Contract to be in Writing: In the event of any of the provisions of the Contract requiring 'to be modified' after the contract documents have been signed, the modifications shall be made in writing and signed by the IPRCL and the Contractor. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the IPRCL unless and until the same is incorporated in a formal instrument and signed by the IPRCL and the Contractor, and till then the IPRCL shall have the right to repudiate such arrangements.

13.2 Powers of Modification To Contract: The Engineer on behalf of the IPRCL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their site, quantities, or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied again site-specific order.

13.3 Unless otherwise specified in the Special Conditions of the Contract, the accepted variation in quantity of each individual item of the contract would be up to 100% of the quantity originally contracted. Contractor shall be bound to carry out the work agreed rates and shall not be entitled to any claim or any compensation what so ever up to the limit of 50% variation in quantity of each item.

13.4 Valuation Of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Clause 13.2 above shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and the amounts to be paid there for shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Clause 13.2 above shall be paid for at the rates determined mutually.

13.5 Variations in Quantities During Execution of Contracts The procedure detailed below shall be adopted for dealing with variation in quantities during execution of works contracts:

1. Individual NS items in contracts shall be operated with variation of plus 50% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
2. Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if considered unavoidable, the same shall be got executed by floating fresh tender. If floating a fresh tender for operating that items is considered not practicable, quantity of that item may be operated in excess of 150% of the agreement quantity subject to negotiating with existing contractor, with prior concurrence of Associate Finance and approval of competent authority.
3. In cases where decrease is involved during execution of contract:
 - (a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence giving detailed reasons for such decrease in the quantities.
 - (c) It should be certified that the Qty. proposed to be reduced will not be required in the same work.
4. Variations in the quantities will be approved by the accepting authority who has accepted the contract subject to the condition that the revised value of the agreement lies within his powers of acceptance.
5. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

14.0 CLAIMS

- 14.1 Monthly Statement of Claims:** The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.
- 14.2 Signing of "No Claim" Certificate:** The Contractor shall not be entitled to make any claim whatsoever against the IPRCL under or by virtue of or arising out of this contract, nor shall the IPRCL entertain or consider any such claim, if made by the Contractor, after he shall have

signed a "No Claim" Certificate in favour of the IPRCL in such for mas shall be required by the IPRCL after the works are finally measured up. The Contactor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding clearance to arbitration in respect thereof.

15 Measurements Certificates and Payments:

15.1 Quantities in Schedule Annexed to the Contract: The quantities set out in the accepted Schedule of Rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.

15.2 Measurement of Works: Not Applicable

16.1 "On-Account" Payments :Not Applicable

16.2 Rounding Off Amounts: The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto Rs.1 will be reckoned as Rs.1.

16.3 Manner of Payment: - Unless otherwise specified payments to the Contractor Will be made by NEFT/RTGS.

16.4 Income Tax:

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.

16.5 Statutory Increase in Duties, Taxes etc.:

All the taxes and duties, except Service Tax, levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of NIT shall be fully borne by the Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes/levies except service tax.

IPRCL shall pay the Contractor, Service tax payable as per the applicable valuation Rules determined by Service Tax Authorities, from time to time. IPRCL shall compensate the contractor for any further Service Tax payable occasioned due to subsequent changes in valuation Rules. Proof of having deposited the Service Tax shall be furnished by the Contract or to IPRCL at regular interval (before/along with the next bill).

The IPRCL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.

IPRCL shall reimburse to the Contractor any additional tax that may become payable due to change in the applicable Law or due to Law/s that may get enacted during the tenure of the Contract from the date such taxes become payable. Such payment shall be made by the Contractor within the time specified in the Law and reimbursed on satisfactory production of evidence thereof to IPRCL.

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

It is an agreed terms of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the IPRCL will be kept withheld or retained as such by the IPRCL till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration clause) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the IPRCL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.

17.2 Lien in respect of Claim in Other contracts: Any sum of money due and payable to the contractor including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the IPRCL/Mumbai against any claim of this or any other office of IPRCL or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.

However, recovery of claims in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of IPRCL's dues against the terminated contract.

It is an agreed term of the Contract that the sum of money so with held or retained under this Clause by the IPRCL will be kept withheld or retained as such by the IPRCL till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent Court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the contractor.

18.0 LABOUR

18.1 **Compliance to Rules for Employment of Labour: The Contractor(s)** shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty Contractors or Sub-Contractors on the works.

18.2 **Wages to Manpower:** The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (here in after referred to as the "said Act") and the Rules made thereunder in respect of any employees directly or through petty contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the Contract, the Contractor supplies any labour to be used wholly or partly under the direct orders and control of the IPRCL whether in connection with any work being executed by the Contractor or otherwise for the purpose of the IPRCL such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the IPRCL, such money shall be deemed to be moneys payable to the IPRCL by the Contractor and on failure by the Contractor to repay the IPRCL any moneys paid by it as a fore said within seven days after the same shall have been demanded, the IPRCL shall entitled to recover the same from any moneys due or accruing to the contractor under this or any other Contract with the IPRCL.

18.3 Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the IPRCL deduct the same from any moneys due to the Contractor in terms of the contract. The IPRCL shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the IPRCL by way of compensation of aforesaid or for costs of expenses in connection with any claim there to and the decision of the Engineer up on any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

18.4 Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

- a. The Contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the IPRCL from and against any claims under the aforesaid Act and the Rules.
- b. The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfil the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
- c. The Contractor shall pay to the labour employed by him directly or through sub-contract or the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- d. In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- e. In every case in which, by virtue of the provisions of the aforesaid act or the IPRCL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account

of the Contingent, liability of the IPRCL, due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act or other rules, the IPRCL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the IPRCL under the aforesaid Act, the IPRCL shall be at liberty to recover such amount or part thereof by deducting it from the Security Deposit and/or from any sum due by the IPRCL to the contractor whether under the contract or otherwise. The IPRCL shall not be bound to contest any claim made against it under the aforesaid Act except on the written request of the Contractor and upon his giving to the IPRCL full security for all costs for which the IPRCL might become liable in contesting such claim. The decision of the IPRCL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

18.18.5 **Provisions of Employees Provident Fund and Misc. Provisions Act, 1952:**

The Contractor shall comply with the provisions of the Employees Provident Fund Scheme, 1952; Employees' Pension Scheme, 1995; Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of the "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the IPRCL from and against any claims under the aforesaid Act and the Rules.

18.6 Provision Of Workmen's Compensation Act: In every case in which by virtue of the provisions of the Workmen's Compensation Act 1923, IPRCL is obliged to pay compensation to a workman directly or through petty contractor or sub contractor employed by the Contractor in executing the work, IPRCL will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of IPRCL under the said Act, IPRCL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by IPRCL to the Contractor whether under these conditions or otherwise, IPRCL shall not be bound to contest any claim made against it under the said Act except on the written request of the Contractor and upon his giving to IPRCL full security for all costs for which IPRCL might become liable in consequence of contesting such claim.

18.7 **Permits, Fees etc.:**

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.

20.0 IPRCL not to provide accommodation for Contractor: IPRCL shall not provide accommodation for the Contractor or any of staff employed on the work.

19 **Reporting of Accidents:**

The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.

20. Determination of Contract:

20.1 Right of IPRCL to Determine the Contract: Should, in the IPRCL's opinion, the cessation of work becomes necessary owing to any reason whatever, the IPRCL shall be entitled to determine and terminate the contract at any time. Notice in writing from the IPRCL of such determination and the reasons therefor shall be conclusive evidence thereof.

20.2 Payment on Determination of Contract :Should the Contract be determined under clause 22.1 as above, the Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of Contract.

21.1 Determination of Contract Owing to Default of ContractorIf the Contractor

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement with or assign in favor of his creditors, or agree to carry out the Contract under a Committee of Inspection of his creditors, or
- (iii) Being a company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the Contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the Contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the Contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10%
Of the stipulated period, or
- (ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under these Conditions, or

(x) Fail to take steps to employ competent or additional staff and labour as required under the Conditions, or

(xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as reqd. under the Conditions, or

(xii) Promise, offer or give any bribe, commission, gift or a advantage either himself or through his partner, agent or servant to any officer or employee of the IPRCL or to any person on his or on their behalf in relation to the execution of this or any other contract with this IPRCL.

(xiii)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any official of Gazetted Rank or any other retired official working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the IPRCL before the expiry of two years from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the IPRCL or any officer duly authorized by IPRCL in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

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

(a) The correct information as to the date of retirement of such retired official from the said service, or as to whether any such retired official was under the employment of the Contractor at the time of submitting the said tender, or

(b) The correct information as to such officials obtaining permission to

Take employment under the Contractor, or

(c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired officer, or

(d) Being in incorporated company, correct information as to whether

Any of its directors was such a retired officer, or

(e) Being such a retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be a partnership Oran incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor.

Then and in any of the said Clause, the Engineer on behalf of the IPRCL may serve the Contractor with a notice in writing to that effect and if the Contractor does not within seven

days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the IPRCL shall be entitled after giving 48 hours' notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours notice, a final termination notice should be issued.

21.2 Right of IPRCL after Rescission of Contract to Default owing to Contractor: In the event of any or several of the clauses, referred to in above Clause, being adopted:

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the Contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

22 SETTLEMENT OF DISPUTES

22.1 Matters Finally Determined by the IPRCL:

All disputes and differences of any kind whatsoever arising out of or in connection with the Contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the IPRCL and the IPRCL shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Standard General Conditions of Contract or in any Clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the IPRCL authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

22.2 Resolving the Dispute:

In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the Managing Director **IPRCL** or his authorized representative shall be the final and binding.

22.3 Settlement of Disputes:

All disputes or differences of any kind whatsoever that may arise between the Employer/ Officer/ "Officer-in-charge" and the Contractor in connection with or arising out of the Contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion whether before or after determination of contract shall be settled asunder:

22.4 Mutual Settlement:

All such disputes or differences shall in the first place be referred by the Contractor 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.

22.5 Conciliation/Arbitration:

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.

- a) If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Contractor may refer to the Managing Director/IPRCL 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, together with counter claims of, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- b) MD/IPRCL may himself act as Sole Conciliator or may at his option appoint another person as Sole Conciliator, as the case may be. In case, MD/IPRCL decides to appoint a Sole Conciliator, then a panel of at least three names will be sent to the Contractor. Such persons may be working/retired employees of the Employer who had not been connected with the work. The Contractor shall suggest minimum two

names out of this panel for appointment of Sole Conciliator. MD/IPRCL will appoint Sole Conciliator out of the names agreed by the Contractor.

22.6(a) In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Contractor may refer to the MD/IPRCL for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the MD/IPRCL 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.

22.6 (b) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise Only such dispute(s) or differences in respect of which the demand has been made, together with counter claims or set off given by the **IPRCL**, shall be referred to arbitration and other matters shall not be included in the reference.

22.6(c) 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.

22.6(d) (i) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the IPRCL.

(ii) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

(iii) The IPRCL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

(iv) Place of Arbitration: The place of arbitration would be within the geographical limits of Corporate office of the IPRCL where the cause of action arose or the Headquarters of the concerned IPRCL or any other place with the written consent of both the parties.

22.6(e) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

- 22.6(f)** If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the IPRCL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the IPRCL shall be discharged and released of all liabilities under the contract in respect of these claims.
- 22.6(g)** The conciliation / arbitration proceedings shall be held at a place decided by Conciliator/ Arbitrator.
- 22.6(h)** The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
- 22.6(i)** The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred. therefore the language of proceedings documents are communication shall be in English and the award shall be made English in writing.
- 22.6(j)** In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 22.7** The cost of arbitration shall be borne by the respective parties. The cost shall inter alia include fee of the arbitrator(s), as per the rates fixed by IPRCL Board from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by IPRCL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the IPRCL Administration or by the court of law unless specifically directed by Hon'ble Court otherwise on the matter.
- 22.8** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 22.9** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
- 22.10** A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

23.1 Settlement through Court:

It is a term of this Contract that the Contractor shall not approach any Court of law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 22.4 and above.

23.2 Suspension of Works:

The Obligations of the IPRCL and the Contractor shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither IPRCL nor Contractor shall be entitled to suspend the work on account of conciliation / arbitration and payments to the Contractor shall continue to be made in terms of the contract.

23.3 Award to be binding on all Parties:

The award of the Arbitrator, unless challenged in Court of Law, shall be binding on all parties.

23.4 Exception:

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

23.5 Jurisdiction of Courts: Jurisdiction of courts for dispute resolution shall be Mumbai

only.

SECTION-4

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. **Detailed Scope of Work**

- 1.1 Hiring of Two four wheeler Vehicles for the use by Mumbai unit of IPRCL for 03 years.
- 1.2 Contract can be further extended by another 1year on satisfactory performance on same terms and conditions without escalation.
- 1.3 Contractor shall provide vehicle with a valid taxi/tourist permit, Insurance, along with driver, fuel, other consumable spares, major and the minor repairs, maintenance and Taxes of the vehicle for transport as per requirement. The Toll Taxes & Parking Charges will be reimbursed on actual basis on producing of documentary proof.
- 1.4 The road vehicle should be as per item no. 11 of Section – 4" Special Condition of Contract".
- 1.5 Contractor have to submit the "POLICE VERIFICATION" of all the drivers within one months of award of contract.

2 **Special Conditions of Contracts.**

2.1 **In support of their credential, the Tender(s) should have to submit documents as stipulated in tender document along with their tenders.**

2.2 THE TENDERER(S) SHOULD SATISFY THE MINIMUM ELIGIBILITY CRITERIA AS UNDER:

- 2.2.1 Tenderer must be a registered firm having license to operate business of road transportation.
- 2.2.2 The tenderer should have received contracts amounting to a total value of at least Rs 73.05 Lakh during the last three financial years and the current financial year clubbed together (i.e. F.Y. 2014-15,2015-16,2016-17 & 2017-18)
- 2.2.3 The firm should have at least three years of experience in the field of hiring/rental of cars to Govt. org./Semi Govt. org./PSUs
- 2.2.4 The company must have valid GST Number.

- 2.3 The tender in the prescribed Proforma should be accompanied by the following documents.
 - (a) Company profile and **credentials** including the list of current clients and type of vehicles provided to each client.
 - (b) Satisfactory service performance certificate from at least two reputed organizations preferably government institutions or banks / PSU's for the services provided during the last three years.

- 2.4 Copy of the document showing turnover of the firm for last three years as per clause no. 1.0 (i) of the eligibility criteria. i.e audited Profit & Loss Account or Income Tax return.
- 2.5 Copy of the IPRCL's Terms & Conditions duly signed and sealed in token of acceptance.
- 2.6 (a) Copy of GST registration Certificate.
(b) Tenderer must be a registered company having license to operate business of hiring motor vehicle / cars and tourist vehicles. Necessary documents towards this should be submitted.
- 2.7 List of the vehicles owned by the firm showing make, model and registration number of each vehicle.
- 2.8 Copy of PAN Card and the latest Income Tax Return (Acknowledgement sheet) must be submitted along with the tender.
- 2.9 Demand Draft /Pay order/FDR of 2% of contract estimated cost, from Nationalized /Scheduled Bank drawn infavor of " Indian Port Rail Corporation Ltd.," payable at Mumbai towards Earnest Money Deposit

3 **Agreement:** All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the IPRCL.

4 **Single Similar Work means: NA**

5 **Taxes, Tolls/Parking Charges:**

The rates shall be inclusive of all charges and taxes leviable by the State/Central Govt. except **GST**.

The rates are inclusive of all major/minor repairs/maintenance, servicing of vehicles, cost of fuel, lubricants and any other consumables, **driver's salary & allowances** required from time to time, all taxes, duties, levies & Insurance charges for inspection certificates, Incidental charges, penalties etc. as imposed by central/state /otlocal govt. bodies for running of vehicles. However, toll tax and parking charges will be reimbursed only after having submitted the proof of payment of the above taxes/charges.

6 **Periods of Contract:**

The services are required for a period of three years (36 calendar months) from the effective date of commencement of service as mentioned in work order by the Corporation. The period of service contract may be further extended by one year (without price escalation), if so required by the Corporation which will be provided by the contractor on the same rates and same terms and conditions. **To enable the contractors to purchase new vehicle for this contract, 30 days' time will be provided between the date of letter of acceptance and date of commencement of service by contractor.**

7 **The contractor shall give consent for receipt of payment through RTGS/ECS/NEFT.** Charges if any will be on account of the contractor. The contractor shall provide all the details like Name

of the bank, Address of the bank, branch code, IFSC code of the bank, Type of the account, Account no., contact no. for account related queries etc.

7.1 Tenderer should provide 24hrs contacts number (Mobile phone) on which such information can be given. Further the driver of the vehicle should be provided with a mobile phone having Incoming & outgoing facility at contractors own cost.

7.2 Vehicle shall have to report at mentioned place and time. Any delay more than half an hour in reporting will be considered as absence for the day.

7.3 Frequent changing of driver or vehicle will not be permitted.

8. No accommodation will be provided to the driver by IPRCL. He has to make his own arrangement for lodging and boarding.

8.1 The Contractor shall be completely responsible for the safe running of the vehicle. IPRCL will not be responsible for any loss, damage, repairs, maintenance or accident of the vehicle or driver.

8.2 Contractor shall have to maintain logbook in approved proforma by engineer in charge which shall have to be filled daily and presented to IPRCL'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 place. No payment shall be made for any extra movement to and from garage etc.

8.3 IPRCL may provide open parking space during day time but parking shall be purely at Contractor's risk. Night time parking will be responsibility of Contractor.

8.4 Payment of hiring charges will be made once on monthly basis on submission of bill and after the due verification of log books as necessary by the IPRCL official. Billing period shall be as per calendar month i.e. if LOA is issued in mid of the month, the second bill onward shall be paid as per the calendar month. The first and last bill will have shorter period.

9 **INDEMNITY:** The Contractor shall at all times indemnify to the IPRCL administration against all claims which may arise due to accident or otherwise or due to the breach of the terms and conditions mentioned here in and owing to any sort of act of commission on the part of the contract during the currency of the contract.

10 That the contractor agrees to indemnify to the IPRCL 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 IPRCL Administration will be entitled to deduct from any sum of money payable to the contractor the amount of compensation thus pay able under the terms of section- 12 of the said act together with all or any cost incurred by the IPRCL administration in such connection and the contractor further agrees that the decision of the IPRCL officer with respect to the amount of such indemnity shall be accepted by him finally.

10.1 IPRCL in no case is responsible for any legal matter arising of any state / central govt. laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.

Contractor shall not object for carrying small materials like surveying and other equipment etc.in the vehicles provided by the contractor.

10.2 IPRCL reserves the right to close the Contract at any time without signing any reasons thereof by giving a one month notice. Contractor shall not be entitled for any compensation in case of such eventuality.

10.3 Third party vehicles, if provided, a copy of agreement should be submitted to IPRCL which shall include all the terms and conditions mentioned in this tender.

11 Vehicle:

11.1 Vehicle will be **brand new vehicle** which is to be purchased from showroom. Vehicle shall be selected by IPRCL from show room.

11.2 The following vehicles to be provided for use by MD & Director of the Corporation

Diesel/Petrol driven **AC- Sedan Model Honda City VX MT,**

Vehicles should preferably be **white in colour** and in superior road worthy condition with valid registration, valid insurance and PUC certificate. The same vehicle with sufficient fuel should be supplied and maintained every day with the same uniformed driver who is well conversant with the roads and traffic regulations in Mumbai.

11.3 The vehicles shall be purchased by agency within 30 days from the receipt of "Letter of Acceptance".

11.4 The vehicles should have reading lights, audio system, tissue paper box, mobile charging facility, car perfume and other accessories required. Clean white towel seat covers should be provided which should be changed every week. Inner and outer condition of the vehicles should be clean. The vehicles will display prominently "**On Govt. of India (PSU) Duty**" through permanent placards or painted.

11.5 IPRCL may increase the number of vehicles/vehicle monthmonths up to 50% on the same rates, terms and conditions any time after awarding the contract and the contractor will be bound to provide the same.

11.6 IPRCL may also decrease the number of vehicles /vehicles monthsby 50% any time after awarding the contract, depending on its actual requirements.

11.7The vehicles should be for the exclusive use of IPRCL Officials for all 7 (seven) days of a week. IPRCL shall not allow use of the hired vehicles by the vendor for any other purpose.

12 Driver:

- 12.1 The drivers attached to the vehicles should be smart, trained, having proper driving license for last 10 years, sufficiently experienced, familiar with the driving conditions of roads and localities of city including south Mumbai. He should have experience of driving in Mumbai for last 3 years.
- 12.2 The age of driver should preferably be up to 45 years
- 12.3 The Driver proposed to be engaged should be approved by IPRCL before deployment on vehicles.
- 12.4 He should be well behaved, polite, well-mannered and in a clean uniform. The drivers should be provided with mobile phones with sufficient balance by the contractor /vehicles suppliers so that they may be contacted & they may be able to contact officer concerned as and when required. The drivers must have sufficient CASH with himself to attend emergency repairs and also to pay parking and toll tax etc.
- 12.5 The drivers should be provided with proper white uniforms with the company's name imprinted on shirt pocket, the driver should also wear proper shoes while on duty in the Corporation.
- 12.6 In case the nominated driver is absent /on leave advance arrangements should be made to depute another capable driver with proper intimation/SMS alert to avoid inconvenience to the officer.
- 12.7 The agency will verify antecedents of the driver before posting to work on a vehicle for use of the Officers of the Corporation and police verification certificate should be provided to the Corporation.
- 12.8 Frequent change of drivers, posting untrained/inexperienced or undisciplined drivers, not providing mobile phone with the driver will be considered as unsatisfactory service on the part of contractor.
- 12.9 Violation of any of the above requirements will attract penalty of Rs.500/- per occasion. Frequent or multiple violations will render the contract liable for termination.
- 12.10 **Contractor has to submit the "POLICE VERIFICATION" of all the drivers within 6 months of award of contract.**

13.0 Duty hours & Kilo Meters :

- 13.1 Vehicle will be required generally for 12hours every day, which will normally be from 08.00 to 20.00 hrs. Vehicle shall be required for full calendar month including Saturdays and Holidays. Vehicles are to be provided for 26 days in a month. Accumulation of hours on the monthly basis will be 312 hours. Rest will be provided normally on Sundays. In case of exigencies and emergencies, the vehicle can be called on Sundays also. **For each such Sunday either a compensatory Rest will be provided or an extra amount of Rs. 450.00 shall be paid in addition of normal payment. This rate will be increased by Rs. 50/- every year.** Kilometres used on Sundays will be part of fixed monthly Kms and Kms used over and above **1500 Kms per month**

averaging on quarterly basis (4500 km per quarter) will be chargeable at rates fixed for extra Kms as per clause 13.6.

13.2 Additional charges @ Rs. 80.00/hour will be for extra hours beyond 312 hrs. per month subject to 12hrs. per day over item no.1 (This rate will be increased by Rs.10/- every year up to 3 years.)

(If driver is on outstation duty, the period during which he is engaged on vehicle or engaged with officer concerned, will only be considered for calculation of extra hours.)

13.3 In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle the payment of Rs. 400.00 will be paid per night per outstation duty inclusive of night charges. However, working hours will be counted only up to the time when the vehicle is in use before the driver is permitted to take rest.(This rate will be increased by Rs.50/- every year.)

13.4 The actual working hours of the driver would not be in a continuous stretch of 12 hours, although his duty hours would be 12 hrs., since his services are availed with brief interment breaks ,and the working hours of the driver is only when the officer is travelling and not the during the duty hours of the officer. Hence the requirements of HOER are complied.

13.4 The driver will be paid an allowance of Rs. 150/- per occasion over and above the extra hours on monthly basis, if he is required to attend late night duty beyond 22.00 hrs. and attend early morning before 6.00 am. (This rate will be increased by Rs. 20/- every year)

13.5 The normal running would be about **1500 kms in a month** including use of cars on Sundays/Holidays if required by the user. Extra payment would be made on per Km basis at the rates fixed as per the para no 13.6. Averaging of km age on quarterly basis shall be done.

13.6 For every additional kilo meter Rs. 12.00 will be paid extra if the quarterly mileage used is more than 4500 **kms. (Escalation will paid as per para 15.3)**

13.7 Hours and kms will be calculated from reporting km, reporting time and releasing the vehicle to/ by the concerned officer from the designated place.

14.0 Other Conditions

14.1 In case the driver with the vehicle fails to report at the required time/place and the officer has to make alternate arrangements on his own, deduction of the charges paid for the arranged vehicle will be made from the bills of the firm and a penalty of Rs. 1000/- will be imposed for the failure on the part of the contractor.

14.2 In case the vehicle is not made available by the contractor for full day, penalty of Rs. 2000/- will be levied and the expenditure incurred by the officer on making alternate arrangements will also be recovered from the contractor in addition to non-payment for the day at pro-rata basis.

14.3 If the vehicle fails during the trip due to technical failure, insufficient fuel or any other reason and the contractor does not provide an alternative arrangement immediately, a penalty of Rs.1000/- will be imposed for the day in addition to deduction of a day's charges on pro-rata basis and also the actual charges incurred by the Corporation for transportation of the officer for that day.

- 14.4 The vehicles provided should be having sufficient fuel and the driver should be able to refuel the vehicle without loss of time. Delay on account of non-fuelling and resultant inconvenience to the officers of the Corporation will be considered serious lapse rendering the contract liable for termination and penalty of Rs.500/- per occasion will be levied.
- 14.5 The vehicle shall not use reversal audio indication in residential premises and the driver will take all precautions not to cause any inconvenience to the residents of the locality.
- 14.6 No cancellation charges, driver's food allowance and conveyance charges etc. will be paid by the Corporation.
- 14.7 IPRCL will not provide parking place during off duty hours. However the vehicle may be parked in the housing society if agreed by the officer concerned and if permitted by the society and at the risk of the contractor. Officer concerned or the housing society shall not be responsible for any damage or pilferage to the vehicle. If there are any charges for the same, the charges shall be paid by the contractor. During office hours, the vehicle may be parked in office premises, if space is available and at **contractor's risk**.
- 14.8 The contractor shall be responsible for and shall pay any compensation to his employee's payable under the Workmen's Compensation Act 1923 and 1933 and the amendments thereto for injuries caused to the driver. The contractor shall be responsible for and pay the expenses for providing medical treatment to any of their drivers who may suffer any bodily injury as a result of any accident during the course of duty with IPRCL Ltd.
- 14.9 The firm shall be liable to honor Central & State Govt. Laws, statutory rules, regulations, notifications like legislation, local self Govt./Municipal requirements etc. and shall be solely responsible for any breach thereof. Indian Port Rail Corporation Ltd stands indemnified against any penalty / prosecutions consequent to the violations (deliberate or inadvertence) by the firm or its employees, representatives etc. of such statutory provisions in force. The firm shall indemnify the Indian Port Rail Corporation Ltd against any or all claims which may arise under the Motor Vehicles Act or Workman's Compensation Act or any other act or stature having bearing over the services and for engagement of workmen, directly or indirectly for performance of work under the contract. The firm shall indemnify the Indian Port Rail Corporation Ltd and its employees against any penalties as "PRINCIPAL EMPLOYER" for any failure to honour various Central/ State laws / enactments.
- 14.10 Toll, Parking charges etc. will be paid by the driver for which the firm will provide sufficient cash with the drivers. The payment slips/receipts will be submitted to the Corporation along with the bills for payment on actual basis.
- 14.11 If Vehicle is used for other than IPRCL Official's use without IPRCL Official's permission, this shall be viewed very seriously and a penalty of Rs.5000/- per instance will be levied. This will not apply to vehicles provided in case of emergencies like breakdown / repair / servicing of Official's regular vehicles.

15.0 **Time and Payment Schedule:**

- 15.1 Payment will be made on monthly basis through ECS/RTGS/NEFT. For this purpose, details of the bank account and the IFSC code, account number /address of the bank will have to be advised by the agency along with the bill. GST registration Number should be furnished by the firm.
- 15.2 Tax deduction at source will be made as per statutory provisions.

16 Price Variation

- 16.1 An annual escalation equivalent to 4% shall be given every year (rounded off to the nearest hundred) on the monthly charges to take care of inflation. However, an extension is granted beyond three years, if mutually agreed by IPRCL and the contractor, no escalation over and above the 3rd year monthly rates shall be admissible.
- 16.2 **Price variation for other items mention In para 13.0 shall be applicable.**
- 16.3 **Price Variation For Fuelprices**

Due to increase/decrease in fuel prices, the rates per KM will be adjusted as per formula $[P1 - P2]/10$, where P1 is the average rate of petrol/Diesel for the billing month and P2 is the average price of petrol/Diesel in the month tender opened/Negotiation held. The revision of rates will be done as per the formula both ways. [Increase as well as decrease]. The contractor will have to submit a certificate from the oil company /petrol/Diesel dealer on their letter head, certifying the current/ prevailing petrol/ Diesel prices or newspaper cuttings from Economic Times/ Financial Express in support of variation of fuel prices in a particular month, along with the monthly bills. A price of diesel/petrol is available on the website www.iocl.com.

17 RATES

- 17.1 The rates quoted and accepted by IPRCL shall be firm and final during the currency of contract.
- 17.2 The agency should strictly comply all the labour laws. IPRCL shall not be responsible for any violation.
- 17.3 **Performance Guarantee: - Performance Guarantee amounting to 5% of the tender value needs to be submitted by the firm on award of tender /issue of letter of acceptance.**
- 17.4 **The EMD amount of successful firm can be converted into Performance Guarantee. In case if the validity of the EMD i.e. Demand Draft is for 90 days, the firm should submit Performance Guarantee in form of FDR or BG valid for the period of tender.**
- 17.5 **In case were the value of EMD is converted into Performance Guarantee, then the balance amount will be recovered at 6% of the value of the running bill.**
- 17.6 **The firm also has the option to submit the Performance Guarantee in the form of BG, FDR for the total value of 5% or for the balance amount instead of deduction from running bill.**
18. **Termination of the Contract.**

- 18.1 IPRCL reserves the right to terminate the contract without furnishing explanations by giving 15 days' notice, if case the services of the contractor are found unsatisfactory and /or any of the terms and conditions of thecontract are violated.
- 18.2 In the event of such termination, the monthly charges will be paid on a pro-rata basis of the number of months for which the services of the firm was utilized, considering the total annual Kilometres of 24000 kms. i.e for 12 months.

SECTION-5

SCHEDULE OF QUANTITIES AND RATES

Name of Work: - Providing Two Sedan type vehicles (Honda City VX MT model) on hire basis for use of Mumbai unit, IPRCL in the state of Maharashtra.

SCHEDULE OF BID (Part 'B') **(Rates to be quoted)**

1.0

Sr. No.	Description (A)	No of Vehicles (B)	Unit (C)	Qty (D)	Rate Rs. (E)	Total Amount (D)X(E)
1.	Monthly charges for providing Four-Wheeler (Brand New) Sedan AC vehicle on hiring basis ; - diesel/petrol driven Honda City VX MT model for IPRCL Mumbai for 1500 km. per month 312 hrs per month (12 hrs per day) inclusive of fuel consumable driver, repairs and maintenance, taxes (other than GST) etc. as per special condition of contract. The toll/parking charges will be reimbursed on actual basis on submission of bills. GST will be paid extra. Note – Price variation	2	Vehicle Month	72		

Total Amount in Word:-----

Signature & Seal of Tenderer

2.0 Additional Note :

2.1 For the type vehicle, please see para 11 of section 4

2.2 About the qualification of driver, please see para 12 of section 4

2.3 About payment of charges of other items see para 13.0 of section 4

In case of difference in para 13.0 and the rate given in additional charges Shown under 2.3.1 as in the table given below shall prevail:-

2.3.1 :- following additional charges will be paid

Sr. No.	Description	Rate	Remarks
1	If weekly rest on Sunday is not given and compensatory rest also not given against Sunday.	Rs. 450.00	This rate will be increased by Rs. 50/- every year up to 3 years.
2	For extra hours beyond 312 hrs. Per month subject to 12hrs. per day over item no.1	Up to Rs.80/- per hour	This rate will be increased by Rs. 10/- every year up to 3 years.
3	In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle	Rs. 400/- per night	This rate will be increased by Rs. 50/- every year up to 3 years.
4	if driver is required to attend late night duty beyond 22.00 hrs. and attend early morning before 6.00 am	Rs. 150/- per occasion	This rate will be increased by Rs. 20/- every year up to 3 years.
5	For Extra running beyond 4500 km per quarter for each vehicle	Rs. 12/- per km	Price variation will be paid as per item no. 16.3

Note:

- 1) Tenderer must quote the rates in words and figures. In case of difference the rates quoted in words will be considered.
- 2) Rates will be subject to price variation as per special conditions of the contract.
- 3) Contract is for hiring of new vehicles for 36 months. Contract can be further extended by another 1 year on satisfactory performance on same terms and conditions without annual escalation in the fourth year.
- 4) All the above vehicles are required for working of 12hours per day i.e. 8:00 hrs. To 20:00 hrs. Which may vary as per the requirement of IPRCL and the same will be intimated one day in advance. The cumulative working hours shall be 312 hrs. For 26 working days in a month.
- 5) The monthly payment will be made on a minimum average of 1500 km per month.
- 6) Extra kilometer will be paid if vehicle is run beyond 4500 kms/quarterly.
- 7) In the year contract is completed/terminated, the kilometres for the calculation of extra kms will be considered on pro-rata basis

Contractors Signature with seal

SECTION-6

BIDDING FORMS

FORM-1

IPRCL TENDER FORM

Forwarding letter by Tenderer

To,
Managing Director,
IPRCL / Mumbai.

Ref: - Tender No. IPRCL/Mumbai/Vehicle/14

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, "Earnest Money" deposited by me/us will be liable for forfeiture. I/We offer to execute the work as set out in the Bid Document for Managing Director/IPRCL/Mumbai at the rates quoted in the attached schedule. I/We also hereby agree to abide by all Terms & conditions of the Contract and to carry out the work according to the conditions as laid down by IPRCL Administration for the execution of present contract.

2. Sum of Rs.-----/- (Rs.-----)vide
DD/FDR No. _____ Dated _____ is forwarded herewith as Earnest Money. Full value of the earnest Money shall stand forfeited without prejudice to any other right or remedies in case my Tender is accepted and if:

(a) I/We do not execute the contract agreement within Thirty days after receipt of notice issued by the IPRCL Administration.

OR

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

3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute abiding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the Letter of Acceptance of my offer for this work.

Signature of Tenderer

Date:-----

Address of Tenderer

Form 2

PROFORMA FOR TENDERER'S GENERAL INFORMATION:

{On the letter head of Bidder/Tenderer/Firm}

Sr. No.	Particulars	details
1	Name of the agency	
2	Address with telephone and Fax No. (in Mumbai and other state of India along with head office/registered office)	
3	Status of applicant (individual/ proprietorship firm / partnership firm/ private/ public Open Co./ autonomous Bodies (attach documentary evidence).	
4	Types of services provided (Experience certificates to be enclosed).	
5	Annual Turnover of last three financial years (Audited financial statement of last three financial years to be enclosed)	2014-15
		2015-16
		2016-17
6	Registration details under applicable	
	a) Service tax	
	b) PAN	
	c) Shop Act License	
d) Any other registration		
7	List of clients along with their financial year wise paid contractual Turnover in numbers during- last 3 years	
8	Executive Summary about the agency.	

(Name & signature of the Proprietor/Director/Partner/Authorized signatory with official stamp and phone no.)

Form 3

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To, IPRCL

Name & Address of Project.

[Acting through -----(Project In charge)&Address of the Project]

WHEREAS -----name and address of Contractor] (here in after called "the Contractor") has undertaken, in pursuance of Contract No. -----dated to execute [name of contract and brief description of works} (here in after called "the contract").

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and where by waive notice of any such change, addition or modification. This guarantee shall be valid up to date 28days from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of

Bank:

Address:

Date:

Form-4

FORMAT OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between IPRCL, 4th Floor, Nirman Bhavan, Mumbai Port Trust Building, M. P. Road, Mazgaon (E) Mumbai - 400010, acting through (Project Head and name/address of the Project) (herein after called "the Employer/Engineer") of the one part and _____ (name and address of the Contractor) (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz. Contract No. _____

(Herein after called "the works", and has accepted an Offer by the Contractor for the execution and completion of such works and there me dying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to the min the Conditions of Contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - a) Letter of Acceptance of tender
 - b) Instructions to the tenderer.
 - c) Conditions of the contract.
 - d) Schedule of Quantity and rate.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein inconformity in all respects with the provisions of the Contract.
4. The Employer hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and there me dying 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 where of the parties here to have caused this Agreement executed the day and year first before written.

(Name, Designation and address
the of the authorized Signatory)

(Name, Designation and address of
authorized Signatory)

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

Witness:

1.

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

Witness:

1.

2

Name and address of the witnesses to be indicated

Note: - Consortium bidding shall not be allowed at any stage for fulfilment of eligibility criteria

Form 5

Certificate of relative being an employee of IPRCL

I/we the under signed hereby solemnly declare and certify that i/we do not have any of our relative/relatives employed in the IPRCL. Except the names mentioned herein under:

1

2

3

Note:- Named, Designation, name of office, headquarter of the tenderer(s)'s relative in IPRCL to be mentioned by the tenderer(s)/tenderer(s) in 1,2,3 and so o above.

Form 6

Details of vehicle owned/undertaking given

Sr. No	Registration No	Make	Model	Owned or under taking
1				
2				
3				
4				

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

END DOCUMENT