



**Tender No. CGM/DFCCIL/NOIDA UNIT/Interior Fitout works for DFCCIL C. O. Building/Sec-145
Noida/2022/01**

For

**Name of Work: Complete Interior Fitout works such as Flooring, Wall & Ceiling finishes,
Partitioning, Wood work, Plumbing, Electrical, HVAC, Low Voltage & other ancillary works
for under construction DFCCIL C. O. Building complex at Sec-145, Noida.**

**E-TENDER DOCUMENT
TECHNICAL BID
(PACKET-A)**

**Employer:
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
Under
MINISTRY OF RAILWAYS**

**NOIDA OFFICE: -
Chief General Manager/Noida/DFCCIL
DFC Complex, Sector-145, Noida-201306, U.P**

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PART-I

CHAPTER-I

**CHECK LIST OF DOCUMENTS
TO BE UPLOADED
IN E-TENDER**

PART-I
CHAPTER-I
CHECK LIST

Check List of items/documents pertaining to Bid to be uploaded by the bidder in E-Tender portal on or before the last Date & Time of Bid Submission	
Item No.	Items
Technical Bid (Packet-A)	
1	EMD of Rs. 66,14,500/- (<i>Rupees Sixty-Six Lakh, Fourteen Thousand Five Hundred Only</i>) to be paid online through payment gateway provided at www.ireps.gov.in in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi on or before schedule date & time of submission of bid. <u>Note:</u> (i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of Earnest Money on submission of Registration Certificate issued by appropriate authority. (ii) 100% Govt. owned PSUs shall be exempt from payment of earnest money deposit. (iii) Labor Corporate Societies shall deposit only 50% of above earnest money deposit.
2	Cost of Bid Document of Rs.29,500/- (<i>Rupees Twenty-Nine Thousand & Five Hundred Only</i>) (Non-Refundable) to be paid online through payment gateway provided at www.ireps.gov.in in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi on or before schedule date & time of submission of bid. Note: “No exemption is admisibile for cost of bid document and shall not be claimed by bidder on the E-Tender portal”.
3	A declaration from the person having PoA (<i>Power of Attorney</i>) on the Letter Head of the Applicant/Bidder that they agree and abide by the bid documents and amendments thereof (<i>if any</i>) and would execute the work accordingly. (Form No. 1A)
4	Format for Certificate to be Submitted / Uploaded by Tenderer Alongwith the Tender Documents (Form No. 1B)
5	Power of Attorney of the person authorized for signing/submitting the Tender (Form No. 22).
6	If applicable, the Power of Attorney for authorized signatory of JV partners and for Lead Member of JV (Form No. 12 & 13 resp.)
7	Documents in support of their formation as Propertory Firm/ Partneship Firm/ Company/ Joint Venture/ LLP /Registered Socociety/ Registered Trust/ HUF as per the requirement defined in Para 1.3.16 of Part-I, Chapter-III of tender documents and Additional documents required in case of participation of Joint Venture and Partnership Firm as per the requirement defined in Para- 1.3.19 & 1.3.20 of Part-I, Chapter-III (Preamble and General Instructions to Tenderers) of Tender Document.

Check List of items/documents pertaining to Bid to be uploaded by the bidder in E-Tender portal on or before the last Date & Time of Bid Submission	
8	Integrity Pact duly signed by the bidder (<i>Form No.19</i>). The bidders are required to download the Integrity Pact as uploaded on the tender document & sign the same put rubber stamp seal and upload the signed copy on E-Tendering website.
9	Submission of Tenderer's Credentials in accordance with Technical Eligibility Criteria defined in Para-1.3.14.1 (Preamble & General Instructions to Tenderer) of Part-I, Chapter-III of Tender Document in prescribed forms. (<i>Form No.2A/2AA</i>)
10	Submission of Tenderer's Credentials in accordance with Financial Eligibility Criteria defined in Para-1.3.14.2 (Preamble & General Instructions to Tenderer) of Part-I, Chapter-III of Tender Document in prescribed forms. (<i>Form No.2B</i>)
11	Submission of Tenderer's Credentials in accordance with Bid Capacity Eligibility Criteria defined in Para-1.3.14.3 (Preamble & General Instructions to Tenderer) of Part-I, Chapter-III of Tender Document in prescribed forms. (<i>Form No.2C</i>)
12	Applicant's Party Information Form (<i>Form No.2D</i>)
13	Memorandum of Understanding (in case of JV) as per bid document. (<i>Form No.9</i>)
14	If applicable, Joint Venture agreement (<i>Form No.10</i>)
15	Letter of participation from each partner of Joint Venture (JV)–(<i>Form No. 11</i>)
16	Valid GST Registration, EPF Registration and PAN No. details
17	No Deviation Certificate (<i>Form No. 23</i>).
18	The entire Tender document should first be downloaded & then, upload the same through digital signature by the Authorized signatory of the bidder.
19	All pages of all the Corrigendum/Addendum/Clarification (<i>if any</i>) should first be downloaded then, upload the same through digital signature by the Authorized signatory of the bidder.
Financial Bid (Packet-B)	
20	Financial Bid to be filled and submitted on www.ireps.gov.in by following the steps available at E-Tender IREPS Portal.

Note: All the uploaded documents should be in readable, printable & legible form.

IMPORTANT NOTES:

- i. **For Document mentioned at S.No. 1 and 2 of the checklist** above, the E-Receipt of IREPS payment transaction for EMD & Cost of Bid Document (submitted by the Tenderer online on www.ireps.gov.in) shall be uploaded as attachment at E-Tender portal.
- ii. **Document mentioned at S.No. 3 to 17** above of the Check list [*Technical Bid (Packet-A)*] should be scanned and uploaded as attachment at E-Tender portal

(www.ireps.gov.in). The detailed instructions of E-tendering can be read through website www.ireps.gov.in (*Learning Centre link provided on the home page*).

- iii. Similarly, the *document mentioned at S.No. 18 & 19* of the Check list [Technical Bid (Packet-A)] should first be downloaded from E-Tender Portal (*in PDF Format*) and thereafter upload them to E-Tender Portal, through digital signature.
- iv. *For Document No. 20* of the Check list [*Financial Bid (Packet-B)*], Financial Bid to be filled and submitted on www.ireps.gov.in by following the steps available at E-Tender IREPS Portal.

PART-I

CHAPTER-II

NOTICE INVITING E-TENDER

PART – I

Chapter II

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

**Tender No: CGM/DFCCIL/NOIDA UNIT/Interior Fitout works for DFCCIL C. O. Building/Sec-145
Noida/2022/01**

NOTICE INVITING E-TENDER
National Competitive Bidding

Name of Work: Complete Interior Fitout works such as Flooring, Wall & ceiling finishes, Partitioning, Wood work, Plumbing, Electrical, HVAC, Low Voltage & other ancillary works for under construction DFCCIL C. O. Building complex at Sec-145, Noida.

1.2.1 Chief General Manager/Noida, Dedicated Freight Corridor Corporation of India Limited, DFC Complex, Sector-145, Noida-201306, U.P, India, invites **E-Tenders in single stage two packet system** on prescribed forms from firms/Companies/Joint Ventures meeting requisite experience and financial capacity for execution of the following work:

Tender No.	CGM/DFCCIL/NOIDA UNIT/Interior Fitout works for DFCCIL C. O. Building/Sec-145 Noida/2022/01
Name of Work	Complete Interior Fitout works such as Flooring, Wall & ceiling finishes, Partitioning, Wood work, Plumbing, Electrical, HVAC, Low Voltage & other ancillary works for under construction DFCCIL C. O. Building complex at Sec-145, Noida.
Employer/Client/Owner	Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), A Govt. of India (Ministry of Railways) Enterprises through Chief General Manager/Noida, Sector-145, Noida-201306, U.P.
Type of Tender	Open E-Tender (Single stage two packet system)
Type of Contract	Works Contract
Total Estimated Cost	Rs. 129,29,02,314/- (Rs. 109,56,79,927/- + GST @ 18%)
Period of Contract	12 Months
Maintenance period	12 Months from the date of issue of completion certificate of the work by the DFCCIL

Earnest Money Deposit	EMD of Rs. 66,14,500/- (<i>Rupees Sixty-Six Lakh, Fourteen Thousand Five Hundred Only</i>) to be paid online through payment gateway provided at www.ireps.gov.in in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi. <u>Note:</u> (i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of Earnest Money on submission of Registration Certificate issued by appropriate authority. (ii) 100% Govt. owned PSUs shall be exempt from payment of earnest money deposit. (iii) Labor Corporate Societies shall deposit only 50% of above earnest money deposit.
Cost of Tender Document (<i>Non-Refundable</i>)	Rs. 29,500/- (Rs. 25,000/-+GST @ 18%) (Rs. Twenty-Nine Thousand Five Hundred only) to be paid online through payment gateway provided at www.ireps.gov.in in the account of Dedicated Freight Corridor Corporation of India Ltd., New Delhi. <u>Note:</u> “No exemption is admissible for cost of bid document and shall not be claimed by bidder on the E-Tender portal”.
Validity of Offer	120 days
Retention Money/ Security Deposit	5% of Contract value (<i>as per Clause No. 16 (1) of GCC</i>)
Performance Bank Guarantee	Performance Guarantee (PG) has to be submitted within 21(Twenty-One) days from the date of issue of Letter of Acceptance (LOA), amounting to 3% of the contract value.
E-tendering website	www.ireps.gov.in For any help, please refer “Learning centre under E-Tender: Works , 1. “Instructions to Contractors”” containing the detailed guidelines for E-Tendering available on www.ireps.gov.in and on Helpdesk of IREPS: 011-23761525.
Date & Time Schedule	
Date of uploading of NIT/ Tender Document (<i>Online</i>)	On 18.02.2022
Date of tender document download/Sale (<i>Online</i>)	From 11:00 Hrs of 19.02.2022
Pre-Bid meeting with the prospective bidders	04.03.2022 at 11:00 Hrs.
Issue of Corrigendum, if any	On or before fifteen days from date of submission of Tender (<i>on www.ireps.gov.in</i>)
Date & Time of Submission of Tender	On or before 05.04.2022 and time upto 15:00 hrs
Last date & time of submission of EMD & tender document cost	On or before 05.04.2022 and time upto 15:00 hrs to be paid online through payment gateway provided at www.ireps.gov.in
Date & Time of Opening of Technical Bid (<i>Online</i>)	On date 05.04.2022 and time upto 15:30 hrs

Date & Time of opening of Financial Bid (<i>online</i>)	To be communicated later to only those bidders who are found technically qualified after closure of Technical Evaluation.
Representative/Contact Person of DFCCIL/Noida Unit	Shri Madhup Kumar Upadhayay Dy. Project Manager/Civil-I Dedicated Freight Corridor Corporation of India Ltd. (<i>Noida Unit</i>) DFC Complex, Sector-145, Noida-201306, U.P Mobile No: 8826818484 Telephone: 0120-3680888 E-MAIL ID: mkupadhayay@dfcc.co.in
Address for Pre-Bid meeting & opening of Tender	Chief General Manager Office Dedicated Freight Corridor Corporation of India Ltd. (<i>Noida Unit</i>) DFC Complex, Sector-145, Noida-201306, U.P Mobile No: 8826818484 Telephone: 0120-3680888

1.2.2 Eligibility shall be assessed on applicants, fulfilling the technical capability and competence as well as for financial and organizational resources as specified in **Clause no. 1.3.14** of Preamble and General Instruction to tenderers (*Part -I, Chapter-III of Tender Document*).

1.2.3 Tender document can be viewed & obtained/downloaded from www.ireps.gov.in w.e.f. **11:00 Hrs of 19.02.2022**. The tender document shall have to be purchased in the name of Firms/Company/Joint Venture and can be downloaded from website www.ireps.gov.in. In case tenderer(s) do/does not deposit the cost of tender document (non-refundable) along with the submission of the tender, their tender shall not be opened. Tenderer are advised not to make any correction/addition/alteration in the downloaded tender documents. If any such correction/addition/alteration in downloaded tender documents are made such tenders shall be not be considered.

1.2.4 DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s) / corrigendum(s) shall be issued and placed on www.ireps.gov.in. The tenderers who have purchased or downloaded the tender documents from the website before issue of addendum(s)/corrigendum(s) must visit the website and ensure that such addendum(s) / corrigendum (s) (if any) is also downloaded by them. Such addendum(s)/corrigendum (s) (if any) shall also be submitted/uploaded duly stamped and signed along with the submission of tender.

1.2.5 The tender documents shall be submitted in online mode only through website www.ireps.gov.in in two packets only viz Packet-A containing TECHNICAL BID and Packet B containing FINANACIAL BID.

Bidder shall submit the **EMD & Tender document cost** (*as mentioned in clause 1.3.8.2 & 1.3.8.1 of preamble & general instructions to tenderer, Part I, Chapter III of Tender Document*) on or before schedule date & time of submission of bid.

Financial Bid (*as specified in "Financial Bid" in Tender Document*) to be filled and submitted on E-Tender portal www.ireps.gov.in by following the steps available at E-Tender IREPS Portal.

It is mandatory for all Tenderers to have Class-III Digital Signature (or as specified in IREPS Portal) Certified from any of the Licensed Certifying Agencies ('CA') to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link www.cca.gov.in in the name of the person who will submit the Online tender and is authorized to do so.

- a. To participate in the E-Tender, it is mandatory for the bidders to get themselves registered with the IREPS (www.ireps.gov.in) and to have user ID & password. www.ireps.gov.in is the only website for submission of tender.

Tender shall be submitted through Online mode only at www.ireps.gov.in. Tender submitted by any other mode will not be accepted. All the required documents (legible) as mentioned in Check List have to be uploaded along with the offer on www.ireps.gov.in.

- b. Tenders shall be opened at the address given below on scheduled date & time in the presence of the tenderers or their authorized representatives intending to attend the opening.

Address of Office of the Chief General Manager/ Noida (*for opening of tenders*): -
Chief General Manager/Noida, DFC Complex, Sector-145, Noida-201306, U.P.

All the Bids received shall be opened on the date and time mentioned above in the tender notice. Bid of the bidders shall be opened through process of e-tendering. The sequence of opening shall be:

- i) Earnest Money Deposit (*EMD*)
- ii) Technical offer.
- iii) Financial offer (*at a later stage after scrutiny & finalization of acceptable Technical Bid*)

Tender shall be submitted as per “General Instructions to Tenderers” forming as part of the complete tender documents.

- c. **Any tender received without Earnest money and cost of tender documents in the form as specified in the tender documents shall not be considered and shall be summarily rejected.**
- d. DFCCIL reserves right to cancel the tender before submission/opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
- e. Tenderers may note that they are liable to be disqualified at any time during tendering process in case, any of the information furnished by them is not found to be true. EMD of such tenderers shall be forfeited & the decision of DFCCIL in this regard shall be final and binding.
- f. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them in technical bid. Financial bids of only those bidders would be opened, whose technical offers are found acceptable. In the event of any document being found false (*at a later stage*), the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Also, action against such disqualified tenderer shall be taken as per the provisions of the Tender.
- g. Information as required as per various Forms to tender document should be submitted by the tenderers without fail strictly as per formats.
- h. The validity of offer shall be **120 days** from the date of opening of the tender.
- i. Transfer of the tender document purchased by intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased /downloaded from website: www.ireps.gov.in by them.

- j. Tenderers must read all instructions regarding E-Tendering process as mentioned in “Learning centre under E-Tender: Works”, 1. “Instructions to Contractors” available on www.ireps.gov.in and INSTRUCTION TO TENDERERS Part I, Chapter III of the Tender Document.
- k. Tenderers are advised to regularly visit the E-Tender Portal (www.ireps.gov.in) for information regarding tender, corrigendum, addendum (if any) etc.
- l. Joint Ventures are allowed in terms of Para 1.3.19 of Part-I, Chapter-III of the Tender Document.**
- m. The rates quoted by the contract or are deemed to be inclusive of site clearance, setting outwork, profile, setting lay out on ground, establishment of reference benchmark(s), installing various signage, taking spotlevels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. *Nothing extra shall be payable* on this account and *no extension of time* for completion of work shall be granted on these accounts.
- n. *In the estimated value of tender, GST @ 18% has been taken on the basic value. The basic value is inclusive of all taxes, duties and levies except GST. The % (above/below/at par) rates quoted by the tenderer shall apply on the basic value. The GST as legally leviable and payable by the Bidder under the provisions of applicable law/act shall be paid extra by DFCCIL.*
- Therefore, the Bidders should quote their rates after considering the Input Tax Credits on their input materials and services. Hence, Bidders should ensure that, full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting their rates.*
- If any cost implication to DFCCIL is occurred on GST account because of Contractor’s default in filing of GST returns such as no GST number, wrong GST number, mismatch of GST number etc., the same shall be recovered from the Contractor’s bill or any other pending/future bill.*
- o. **Price Variation Clause (PVC) will not be applicable for this work. Due to any reason, if the contract period extends beyond 12 months, even in that case, Price Variation clause shall not be applicable.**
- p. **Mobilization and Secured Advance will not be applicable for this work.**

Chief General Manager/Noida
For & on behalf of DFCCIL

PART-I

CHAPTER-III

**PREAMBLE & GENERAL
INSTRUCTIONS TO TENDERERS**

PART-I

Chapter- III

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

1.3.1 Introduction

(i) General

Ministry of Railways (MoR) established the Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a Schedule “A” Public Sector Undertaking wholly owned by Ministry of Railways, Govt. of India to undertake planning & development, mobilization of financial resources, construction, maintenance and operation of the Dedicated Freight Corridor project. DFCCIL was incorporated as a company under the Companies Act 1956 on 30th October 2006.

This company is now actively engaged in the implementation of Computerized Multi Modal High Axle Load Dedicated Freight Corridor Project between Delhi-Mumbai under the Western DFC Corridor and Ludhiana-Delhi-Kolkata under the Eastern DFC Corridor.

The DFC project will also restore the Indian Railway’s competitive strength in the freight transportation market and emerge as the *major low carbon and energy efficient transport system in the country*. It will drive the establishment of industrial corridors and logistic parks along its alignment and play a crucial role in supporting India’s growing economy.

(ii) “DFCCIL Integrated office cum Residential complex Project at Sector 145, Noida ”

For construction, operations and maintenance of Dedicated Freight Corridor Project, DFCCIL management desired to build his own “DFCCIL Integrated office cum Residential complex” in phased manner. The complex desires to be very vibrant and dynamic which should be self-contained and self- sustaining, with state of art physical, social and economic infrastructure. This complex *would be developed on Green Building Concept* and will be eco-friendly, energy efficient, modern and integrated with its inspiring existing landscapes.

“DFCCIL Integrated Office Cum Residential Complex” is a Pre-Certified GRIHA 5 Star Rating Complex situated at Noida-Greater Noida Expressway in Sector-145, Noida. The DFC complex comprises of Corporate office buildings, Heavy Haul Training Insititue, Club, Rest Houses and Residential Buildings as per the Master Plan approved by Noida Authority.

(iii) PROJECT BACKGROUND & OVERVIEW:

1. DFCCIL is in possession of free hold land admeasuring 16.8491 hectares (approx. 40 Acres) at Noida-Greater Noida Expressway in village Jhatta, Noida. The schematic site plan is as shown above having exact location, adjacent features and boundaries of the land. DFCCIL is fully entitled to develop the said land. The land is almost flat and located in village Jhatta, G.B. Nagar (U.P).
2. On the western & southern side, the site is bounded by Noida-Greater Noida Expressway & Noida-Gr. Noida Metro Line and on the eastern site it is bounded by Hindon river, its bund &

forest area. The DFCCIL site lies between two functional Metro Stations of Sec-145 & Sec-146 Noida of Noida-Greater Noida metro line.

3. The plot enjoys excellent linkages with other parts of Noida & Greater Noida and is approachable by Noida-Greater Noida Expressway and is approx. 16 km from Mahamaya Flyover in Noida.

(iv) PROJECT MASTER LAYOUT:



(v) Current Status of project “DFCCIL Integrated Office Cum Residential Complex”:

In Phase-I of the project, one Corporate Office building of built up area around **20,259 sqm** and Heavy Haul Reaserch Insitute HHRI Complex comprises of Admin Building (G+3)-**3,541 sqm** Hostel Building (G+5)-**5,108 sqm**, General Lab Building and one office building of DFCCIL/ Noida Unit are presently under construction in this DFC Complex.

Now, this current tender is invited for the work of “Complete Interior Fitout works such as Flooring, Wall & Ceiling finishes, Partitioning, Wood work, Plumbing, Electrical, HVAC, Low Voltage & other anciliary works of C.O building.

(vi) Corporate Office Building

“Construction of Corporate Office Building and related allied facilities at Sec-145, Noida” is the part of Project “DFCCIL Integrated Office Cum Residential Complex with Pre-Certified GRIHA 5 Star Rating in the National Capital Region at Noida-Greater Noida Expressway in village Jhatta, Sector-145, Noida. Corporate Office Building Complex will be the Headquarters for all the present and future corridor of DFCCIL.

DFCCIL management desired to build dynamic C. O. Building complex which should be self-contained and self-sustaining, with state of art physical, social and economic infrastructure. This C. O. Building *would be developed on Green Building Concept* and will be eco-friendly, energy efficient, modern and integrated with its inspiring existing landscapes.

The contract for civil construction of DFCCIL Corporate Office Building (Framed Structure along with façade & glazing work) is near to completion at site.

Scope of Work of this Tender:

Complete Interior Fitout works such as Flooring, Wall & Ceiling finishes, Partitioning, Wood work, Plumbing, Electrical, HVAC, Low Voltage & other ancillary works for under construction DFCCIL C. O. Building complex at Sec-145, Noida.

The details of the building for which scope of work (as mentioned below) would be executed is as under:-

S. No.	Name of Building	No. of Stories	Approx. Built-up area (sqmt)
1	Corporate Office Building	G+8	20,259

The tender drawings for guidance have been enclosed in the tender document. The brief scope of work is given below:-

Corporate Office Building

- Interior works consist of partitions of Aluminum glass, lacquered glass paneling, acrylic paneling, acoustic paneling, painting, polishing etc.
- Ceiling work are of Metal Ceiling (Braided, Linear hingeable, Loop, Organic, etc), Gypsum ceiling, Acoustic Ceilings (Woodgrain, Stretch Ceiling, Wood Fiber Strand, etc), Acrylic Ceiling (Backlit, Hanging organic, etc) etc.
- Carpentry works include doors, combination partitions, Plywood partitions, slim line aluminum Glass partitions, etc
- Wood work in partition, paneling, doors, ceiling and furniture of various specifications, etc.
- Laminate Paneling, Lacquered glass paneling, wooden paneling, fabric paneling, acoustic paneling etc.
- Wooden Fire rated doors, Glass doors, Automatic Sliding Doors, wooden door Frames etc.
- Toughened glass paneling in various colors, glass partition and sliding doors, etc.
- Flush Door for toilets etc.
- Fully glazed vitrified tile flooring, Italian Marble flooring, granite flooring, carpet tile flooring, vinyl flooring in Corporate building etc.

- Flooring works are of Tile, Italian Marble, Wooden Flooring, Carpet Flooring, vinyl flooring, anti-static raised flooring etc.
- Landscape work and green wall preserved wall works, etc.
- Civil and Masonry Works including brick work 115mm and 230mm thick, Plastering & painting, waterproofing etc. as per site requirement.
- BIFMA rated Furniture Consist of work station, Chairs, Sofas, Executive Tables, Storage/ compactors, Library Furniture, Bed, Mattress, blinds (automated and manual) and upholstery etc.
- Installation, testing and Commissioning of all CP fittings, Chinaware in Toilets and Pantry, Internal Drainage installations, Water supply Installations, Piping, External Drainage installation, Rain water, Water Tank etc.,
- Piping For water supply and drainage, Soap dispenser, Hand dryer, Tissue Dispenser, Dustbins, Urinal partitions, etc.
- Fixing of signages etc.
- Electrical works including Internal Wiring for lights and power points, Conduiting, raceways, switches, junction boxes, internal lights, distribution boards, bus duct, rising mains, panels, UPS, Fire Alarm System, Public Announcement System, VESDA, Rodent Repellant system etc.
- Lighting fixtures and lighting control & Façade Lighting etc.
- Distribution boards, Connection with Existing set up, Light Fixtures, Fans, Wiring, Earthling, Conduit, Control cables, LT cabling, Termination, Cable trays, race ways, Junction boxes, Safety Equipments, UPS, Switches/Sockets, MCBs, Busbars, Occupancy sensors etc.
- Lift work including supplying and installation as per design specifications including obtaining NOC from the lift inspector, etc.
- Firefighting, Internal & External plumbing including fixtures, Fire Hose cabinet, Wet riser, Sprinkler System. Pressure Gauge, Values, Hydrants, etc.
- HVAC Works consisting of VRV system, ducting, piping, insulation, ventilation fans, relevant electrical work etc.
- Building Management System consisting of BMS software, Sensors etc.
- Low Voltage works include CCTV, IT Networks Access Control System, Active & passive networking, IP PBX, Audio & Video Conferencing, etc.
- Maintaining GRIHA 5 Star Green building guidelines before procurement of material and during construction of above buildings & allied services.

1.3.2 General Instructions (for only E-Tendering system):

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. An E-Tendering portal of Dedicated Freight Corridor Corporation of India (DFCCIL) introduced for the process of E-Tendering which can be accessed on <http://www.ireps.gov.in>. (*refer in the BID DOCUMENTS*)

Words in capital and not defined in this document shall have the same meaning as in “BID DOCUMENT”.

A) ACCESSING/OBTAINING/PURCHASING PROCESS OF TENDER DOCUMENT:

- (i) It is mandatory for all the Tenderers to have class-III digital signature or as specified by IREPS (in the name of person who will sign the Bid and will submit the online tender and is authorized to do so) certified from any of the licensed certifying agency

(“CA”) to participate in E-Tendering of DFCCIL [*Tenderers can see the list of licensed CAs from the link www.cca.gov.in].*

- (ii) To participate in the E-Tender, it is mandatory for the Tenderers to get themselves registered with the IREPS (www.ireps.gov.in) and to have user ID & password.
- (iii) www.ireps.gov.in is the only website for submission of online tender. The detailed instructions of E-Tendering can be read through website www.ireps.gov.in on “Learnig centre under E-Tender: Works , 1. Instructions to Contractors” containing the detailed guidelines for E-Tendering.
- (iv) Tender shall be submitted through online mode only at www.ireps.gov.in. Tender submitted by any other mode will not be accepted.
- (v) All the required documents (legible) as mentioned in Check list have to be uploaded along with the offer on www.ireps.gov.in.
- (vi) The Addendum/Corrigendum, if any; shall be hosted on the website www.ireps.gov.in only.
- (vii) The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.ireps.gov.in as bid shall be accepted through Online mode only.
- (viii) Tenderers are required to give Un-Conditional offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, cancel, reject and re-float tender without assigning any reasons whatsoever.
- (ix) The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting the rates. If the contractor have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or required clarification, he shall at once contact the authority inviting the tender for clarification at least twenty days before the due date of submission of the tender.
- (x) Bid document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- (xi) All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-Compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- (xii) After award of contract of the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.
- (xiii) Order of precedence of Documents: In tender/contract, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- a. Letter of Award
- b. Schedule of items, Rates & Quantities.
- c. Special Conditions of Contract.
- d. Technical Specifications as given in tender documents.
- e. Drawings, if any.
- f. General Conditions of Contract.
- g. Relevant BIS Codes.

For example, if any item is found common in Special Conditions of contract and General Conditions of Contract then the provision given in Special Conditions of Contract will prevail over General Conditions of Contract for the same item.

- (xiv) Contractor must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document.
- (xv) Submission of a tender by a tenderer implies that he had read all the tender document including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- (xvi) DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.
- (xvii) Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit (EMD) of such tenderer shall be forfeited. The decision of the DFCCIL in this regard shall be final and binding.
- (xviii) Evaluation of tenders will be made on the basis of fulfilment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the contractor.

B) PREPARATION & SUBMISSION OF TENDER:

- i. ***For Document mentioned at S.No. 1 and 2 of the checklist*** above, the E-Receipt of IREPS payment transaction for EMD & Cost of Bid Document (submitted by the Tenderer online on www.ireps.gov.in) shall be uploaded as attachment at E-Tender portal.
- ii. ***Document mentioned at S.No. 3 to 17*** above of the Check list [*Technical Bid (Packet-A)*] should be scanned and uploaded as attachment at E-Tender portal (www.ireps.gov.in). The detailed instructions of E-tendering can be read through website www.ireps.gov.in (***Learning Centre link provided on***

the home page).

- iii. Similarly, the *document mentioned at S.No. 18 & 19* of the Check list [Technical Bid (Packet-A)] should first be downloaded from E-Tender Portal (*in PDF Format*) and thereafter upload them to E-Tender Portal, through digital signature.
- iv. *For Document No. 20* of the Check list [*Financial Bid (Packet-B)*], Financial Bid to be filled and submitted on www.ireps.gov.in by following the steps available at E-Tender IREPS Portal.

C) Modification/ Substitution/ Withdrawal of bids:

- (i) Once bid is submitted, the tenderer will not be allowed to withdraw the offer.
- (ii) The tenderer can however modify their bid till closing time of tender. In case of revising the bid, the revised bid will supersede earlier bids and the latest bid will be considered for evaluation.

D) PRE-BID MEETING:

Bidders may request for a clarification on any Clause(s) of the Bid Document on or before the date of Pre-Bid meeting. Any request for clarification must be sent in writing, or by standard electronic means to DFCCIL. DFCCIL will respond with explanation of queries on E-Tender Portal (*including an explanation of the query but without disclosing the source of query*) only. If DFCCIL deem it necessary to amend the Bid Document as a result of clarification or any other reason, it shall do so.

At any time before the submission of tender, DFCCIL may modify/amend the bid document and extend the last date of submission/opening of the tender by issuing a corrigendum/addendum.

Any Corrigendum/Addendum thus issued shall form part of tender document and shall be posted only on www.ireps.gov.in and the Bidders are thus advised to update their information by using said website www.ireps.gov.in. To give the Bidders reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, DFCCIL may at its discretion, extend the deadline for the submission/opening of the tender.

A Pre-Bid meeting with the prospective Bidders shall be conducted as per the scheduled date & time mentioned in the NIT. However, if any change occurs in date & time of the meeting then it would be communicated through www.ireps.gov.in only.

E) OPENING AND EVALUATION OF BIDS:

- (i) Opening of Bids will be done through online process at www.ireps.gov.in.
- (ii) E-Tender shall be opened Online at the address given below at the time and date as specified in Part-1 (Notice Inviting Tender) in the presence of Tenderers of their authorized representatives, if they choose to attend the Online Tender Opening.

Address: Online Opening of Tender

Dedicated Freight Corridor Corporation of India Ltd./Noida Unit, DFC Complex, Sector-145, Noida-201306, U.P.

- (iii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory.
- (iv) The Authority shall Open Bid Documents received in electronic form online on the date and time as specified in the NIT.
- (v) The Authority will subsequently examine and evaluate the Technical Bids in accordance with the provisions set out in the BID DOCUMENTS.
- (vi) The Financial Bids will be opened only of the pre-qualified Bidders (*only after Technical evaluation*) & the date of opening of Financial Bids will be notified later on.

DISCLAIMER

The Bidder must read all the instructions in the BID DOCUMENTS and ensure to complete the tender submission process in time as www.ireps.gov.in will stop accepting any online tender after tender closing due date and time as specified in the NIT.

The agency may visit the site on any working day to assess the site conditions and scope of work before submitting their offer.

1.3.3 About the Tender

- ii) Cost of the work: The estimated cost of the tendered work is approximately Rs. **129,29,02,314/- (Rs. 109,56,79,927/- + GST @ 18%)** (*Rupees One Hundred & Twenty Nine Crores Twenty Nine Lakhs Two Thousand Three Hundred and Fourteen Only*)
- (ii) The tenderer(s) shall be governed by General Conditions of Contract (GCC), Preamble and General Instructions to Tenderers (ITT) and Special Conditions of Contract (SCC). Wherever, there is a conflict in any condition between GCC and Special Conditions of Contract mentioned in the tender documents, the condition mentioned in Special Conditions of Contract will prevail. However, Engineer's decision in this connection shall be final and binding.

Part-I, Chapter-IV and V of the tender document contains General Conditions of Contract and Special Conditions of Contract specific to this work and shall be applicable in the contract.

1.3.4 Form of Tender (Two Packet System of Tendering)

With the view to access the tenders technically without being influenced by the financial bids, "Two packet system of tendering" shall be adopted. The Tender bid shall have to be submitted in **Two Packet System (through IREPS i.e. www.ireps.gov.in)**

"Packet-A"

Eligibility/Qualifying Element of the tender bid along with other requisite documents as mentioned in Technical bid (Packet-A) of Check List, Part-I Chapter-I of the Tender Document.

"Packet-B"

Price Element of tender bid with percentage above/below/at par on the Schedule of Prices duly filled in as mentioned in Financial bid (Packet-B) of Check List, Part-I Chapter-I of the Tender Document.

The technical bid (Packet-A) shall be opened on the date of tender opening and the detailed scrutiny of Technical bid shall be carried out. The "Financial Bid" (Packet-B) shall be opened only of those tenderers who qualify in "Technical Bid". The detailed procedure for tender opening and processing is defined in Para 1.3.9:

- 1.3.5** Provision of make in India policy 2017 issued by Govt. of India, as amended time to time, shall be followed for consideration of tenders.

1.3.6 Tender Document

This tender document consists of following four parts:

PART/CHAPTERS	DESCRIPTION
PART – I	
Chapter I	Check list of documents to be uploaded/submitted in the E-Tender
Chapter II	Notice Inviting E-Tender
Chapter III	Preamble and General Instructions to Tenderers
Chapter IV	General Conditions of Contract
Chapter V	Special Conditions of Contract
PART – II	Technical Specifications
PART – III	
Chapter I	Milestones and Time Schedule
Chapter II	Tender Forms
PART – IV	Drawings

1.3.7 TENDER FORM (Second Sheet)

1. **Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:
 - (a) Tender Forms
 - (b) Special Conditions/Specifications (enclosed)
 - (c) Schedule of approximate quantities (enclosed)
 - (d) Standard General Conditions of Contract-2020 of Indian Railways and Standard Specifications (Works and Materials) of CPWD-2019 as amended/corrected upto latest correction slips are to be followed.
 - (e) CPWD Schedule of Rates of 2018/19 as amended / corrected upto latest correction slips are to be followed.

- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer/DFCCIL or his representatives (from time to time).
2. **Tender Drawings for the Work:** The tender Drawing for the work can be seen in the office of Chief General Manager/DFCCIL Noida at any time during the office hours. Detailed working drawings (based generally on the tender drawing), shall be issued by the Engineer or his representative from time to time.
 3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates of Tender and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the DFCCIL. The DFCCIL does not guarantee work under each item of the Schedule. The tenderer(s) shall quote rates / rebates only at specified place in online financial Bid. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be **summarily ignored and will not be considered**.
 4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
 5. The works are required to be completed within a period of **12 months** from the date of issue of acceptance letter.

1.3.8 Sale & Submission of Tender Document:

1.3.8.1 Cost of Tender document: -

Tender document is available on www.ireps.gov.in and the same can be downloaded and used as tender documents for submitting the offer. The cost of tender document as prescribed in the NIT shall be deposited online through payment gateway of www.ireps.gov.in by the tenderer.

1.3.8.2 Earnest Money Deposit: -

- 1 (a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender.
 - (i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above.
 - (ii) 100% Govt. owned PSUs shall be exempt from payment of earnest money deposit detailed above.
 - (iii) Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.
- (b) It shall be understood that the tender documents have been sold/issued to the tenderer(s) and the tenderer(s) is/are permitted to tender in consideration of stipulation on his/their part, that after submitting his/their tender (subjected to the period being extended further), he will not resile from his offer or modify the terms and conditions, thereof in a manner not acceptable to DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as earnest money for the due performance of the above stipulation, shall be forfeited by DFCCIL.

- (c) If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (d) The tenderer must deposit the amount of Earnest Money for the amount prescribed, online through the payment gateway on www.ireps.gov.in as mentioned in the NIT.
- (e) The tender must be accompanied by Earnest Money deposited through e-payment gateway or as mentioned as tender documents, failing which the tender **shall not be considered**. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' "shall be exempted from payment of Earnest Money on submission of Registration Certificate issued by appropriate authority. Tenderers received without Earnest Money in full in the manner prescribed above **shall be summarily rejected**.
- (f) The Tenderer(s) shall keep the offer open for a minimum period of 120 days from the date of opening of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the DFCCIL.
- (g) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards full Security Deposit, the DFCCIL shall return the Earnest Money so retained to the Contractor.
- (h) DFCCIL reserves the rights of forfeiture of Earnest Money Deposit (EMD) in case of successful tenderers if: -
 - a. Does not execute the Contract Agreement within stipulated time: or
 - b. Does not submit Performance Security in the form of Bank Guarantee of the requisite value within stipulated time: or
 - c. Does not commence the work after receipt of Letter of Acceptance or date as specified in the Letter Acceptance.
 - d. Withdraws the offer during the period of validity/extended validity.
 - e. When any of the information furnished by the tenderer not found true.
 - f. If the work is terminated at any stage as per terms and conditions of the contract.

1.3.8.3 Clause applicable for tender documents downloaded from Internet

Tenderer/s are free to download tender documents at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. **Master copy of the tender document will be available in the office of Chief General Manager/ Noida Unit.**

After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, DFC Complex, Sector-145, Noida-201306, U.P, India and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents

downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

1.3.8.4 Complete tender documents must be submitted online duly completed in all respect on www.ireps.gov.in upto 15.00 Hrs on 05.04.2022 . The “Packet-A (*TECHNICAL BID*)” will be opened at 15:30 Hrs on 05.04.2022 and read out in the presence of such tenderer(s) as is/are present. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. Any modified date and time for submission of tenders shall be uploaded on www.ireps.gov.in. The detail procedure of tender opening will be as per para- 1.3.9.

1.3.8.5 The rates should be quoted in figures as well as in words. If there is variation between rates quoted in figures and in words, the rate quoted in ‘words’ shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.

1.3.8.6 Tender document along with all Corrigendum(s)/ Addendum(s) is to be digitally signed by the tenderers or such person/s on his/their behalf who is/are legally authorized to sign for him/them.

1.3.8.7 Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.

1.3.8.8 Care in Submission of Tenders–

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account with that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause 37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer/DFCCIL.
- (a) (ii) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state’s State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax (ITC) likely to be availed by them is duly considered while quoting rates.
- (a) (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to Railway/DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a) (iv) In case, the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway/DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway/DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may

however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

- (d) The tenderers shall submit a copy of certificate stating that all their statements/ documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Form-1B**.

1.3.9 Opening of Tender: Two packet system of tendering shall be adopted in this tender

- (a) Tender will be opened at **15:30** hrs on **05.04.2022** , in the office of Chief General Manager/Noida, **Dedicated Freight Corridor Corporation of India Limited, DFC Complex, Sector-145, Noida-201306, U.P, India** in the presence of the tenderers or their representatives as may be present at the prescribed date and time.
- (b) After the opening of “**TECHNICAL BID**” (**Packet-A**) of all the eligible tenderers, these bids shall be scrutinized and analysed. If, found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be shortlisted.
- (c) The **FINANCIAL BID(Packet-B)** shall be opened on a subsequent date and time duly notified well in advance. The Financial bids of only those tenderers shall be opened who are shortlisted after scrutiny of their Technical bid. The Financial bid of the tenderers who do not qualify during scrutiny of Technical bid shall not be opened. The time of opening, date and venue shall be advised to qualified tenderers well in advance to enable them to depute their representative.

1.3.10 Validity of Tender: -

Tenderer shall keep his offer open for a minimum period of **120 days** from the date of opening of the tender or as mentioned in the Tender Notice.

1.3.11 Execution of Contract Agreement: -

The Tenderer whose tender is accepted shall be required to appear in person at the office of **Chief General Manager, Dedicated Freight Corridor Corporation of India Limited**, Sector-145, Noida-201306, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within 07 days of notice from DFCCIL that the contract agreement is ready. The Contract Agreement shall be entered into by DFCCIL only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases, the DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the DFCCIL shall be entitled to forfeit the full amount of the earnest money and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

1.3.12 Security Deposit on Acceptance of Tender:

The security deposit/rate of recovery/mode of recovery on acceptance of tender shall be as per the Para 16. (1) to 16. (3) of General Conditions of Contract (GCC).

1.3.13 Right of DFCCIL to Deal with Tenders

- (a) The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or to reject any tender or all tenders without assigning reasons for any such action.
- (b) The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the DFCCIL undertake to assign reasons for declining to consider or reject any particular tender or tenders.
- (c) 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 Railway reserves the right to reject such tender at any stage.
- (d) If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his /their offer, the Railway 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 Railway shall deem such tender as cancelled, unless the firm retains its character.

1.3.14 Eligibility Criteria

1.3.14.1 Technical Eligibility Criteria

- (a) The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

S. No.	Work	Advertised value of Tender [Incl. of GST]
1.	Complete Interior Fitout works such as Flooring, Wall & Ceiling finishes, Partitioning, Wood work, Plumbing, Electrical, HVAC, Low Voltage & other ancillary works for under construction DFCCIL C. O. Building complex at Sec-145, Noida	Rs. 129,29,02,314/- (Rs. 109,56,79,927/- + GST @ 18%) <i>(Rupees One Hundred & Twenty Nine Crores Twenty Nine Lakhs Two Thousand Three Hundred and Fourteen Only)</i>

Three similar works each costing not less than the amount equal to 30% of advertised value of tender, or

Two similar works each costing not less than the amount equal to 40% of advertised value of tender,
or

One similar work each costing not less than the amount equal to 60% of advertised value of tender.

The definition of “**Similar Work**” for the above stated work is as below:

Similar work means Contracts having “Interior Fitout works including Electrical Works inside the Office building”.

Note for Item 1.3.11.1:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange or any other stock exchange in India or Abroad or subsidiaries of such companies having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits works, experience certificate issued by Public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received in support of above work experience certificate.

Note:- (i) Credentials Certificate of works executed in India are only to be considered for this tender.
(ii) Credentials Certificate of works must be issued by the company registered in India.

- 1. It shall be the responsibility of the tenderer to submit proper credential certificate from the client indicating the value of “Similar Work” as defined in Para 1.3.14.1 (a) above. In case, such details are not submitted by the tenderer, the tender is liable to be rejected.**
2. Value of complete work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member’s share in that JV firm for the purpose of satisfying his or her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.
3. In case the tenderer (s) is a partnership firm, the work experience shall be in the name of partnership firm only.
4. *For judging the Technical eligibility works which had been executed for the government/ semi-government organization/PSU/Public listed company (as mentioned in the Note of para 1.3.14.1 above) will only be considered.*

1.3.14.2 Financial Eligibility Criteria

The tenderer must have received contractual payments in the three previous financial years and the current financial year upto the date of inviting of tender, at least **150% of the advertised value of the Tender**. The tenderers shall submit Certificate to this effect which may be an attested certificate from the concerned department/Client or **UDIN Certificate from Chartered Accountant duly supported by Audited Balance sheets in Standard FORMAT “Form-2B”**.

Note for **1.3.11.2**: Client certificate from other than govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

Note:

1. Contractual payments received by a Member in an earlier JV firm shall be reckoned only to extent to the concerned member’s share in that JV Firm for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in tender under considerations.

2. In case the tenderer/s is a partnership firm, the turnover etc shall be in the name of partnership firm only.

1.3.14.3 **Bid Capacity:**

The tender/technical bid will be evaluated based on bid capacity formula detailed as below:

For Tenders costing more than ₹ 20 Cr. wherein, eligibility criteria include bid capacity also, the tenderer will be qualified only if their available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

Available Bid Capacity = [A x N x 2] – B

Where,

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the during the current financial year (upto date of inviting tender) taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which bids has been invited.

B= Value of existing commitments and balance amount of ongoing works with the tenderer to be completed in next 'N' years.

Note:

(a) The Tenderer(s) shall furnish the details of existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma (**Form-2C**) for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by Chartered Accountant.

(b) In case of JV, the tenderer(s) must furnish the details of existing commitments and balance amount of ongoing works with each member of JV as per the prescribed proforma of Railway/DFCCIL for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by Chartered Accountant.

(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned bid capacity in the tender under consideration.

(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".

(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will **liable to be rejected**.

(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available Bid Capacity is lesser than estimated cost of work put to tender, his offer shall not be

considered even if he has been found eligible in other eligibility criteria/tender requirement.

Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

[Explanation for clause 1.3.14 - Eligibility Criteria:

1. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
2. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.*
3. *If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.*
4. *In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
5. *The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.*
6. *In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 *value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
7. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
8. *In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents*

which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

9. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
10. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
11. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
12. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
13. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
14. In case company A is merged with company B, then company B would get the credentials of company A also.

1.3.14.4 Credentials of Tenderer:

The tenderer shall submit documents testifying tenderer’s previous experience and financial status in support of their technical and financial eligibility, which are acceptable to DFCCIL, alongwith the tender:

- (a) For **Technical eligibility criteria**, the details will be submitted in “**Form No.2A/2AA**” along with supporting documents.
- (b) For **Financial eligibility criteria**, the details will be submitted in “**Form No.2B**” alongwith supporting documents.
- (c) For **Bid capacity criteria**, the details will be submitted in “**Form No.2C**” alongwith supporting documents.
- (d) **Applicant’s Party Information Form “Form No.2D”**
- (e) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted alongwith bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as **Form-1B**.
- (f) The tenderer shall submit the completion certificates/certified completion certificates from the client(s) or Photostat of original certificates of client. These certificates should indicate the details of works carried out and successful commissioning of similar type of work executed by the tenderer. ***Completion certificate from Govt. organisation/Semi Govt. organizations/PSUs/Public Listed Company (as mentioned in Note for Item 1.3.14.1) will only be accepted. The certificate from Private individual/Private Company for whom such works are executed shall not be accepted.*** In case, the work is executed for Public Listed Company as mentioned above, copy of work order, bill

of Quantity, Billwise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by Company in support of above work experience certificate shall be submitted.

- (g) Tenderer shall submit a statement of contractual payments received during last three financial years and current financial year on the prescribed Performa as per “**Form No. 2B**” **duly certified by Chartered Accountant in the form of UDIN Certificate**. The above certificate shall be based on the Form 16-A issued by the employer i.e. the certificate of deduction of tax at source as per Income Tax Act, 1961 and Form-26AS issued by Income Tax Department. The photocopies of Form 16-A/Form-26AS shall be enclosed or a certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received. DFCCIL may invite the Tenderer for offline/online verification of Form-16A & Form-26AS.
- (h) The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the DFCCIL thereunder.
- (i) (i) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business for a period of upto five years.
- (ii) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five years.

1.3.14.5 Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

(i) The tenderer shall be considered *disqualified/in-eligible if*:

- (a) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with Ministry of Railways/DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site (<http://www.indianrailways.gov.in/railwayboard>) of Railway Board pertaining to banning of Business, with the banning being valid as on the date of submission of the Tender.
- (b) The Tenderer or any of its partners has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of application.

1.3.15 Execution of Contract Documents:

The successful Tenderer(s) shall be required to execute an agreement with the DFCCIL for carrying out the work according to Standard General Conditions of Contract, Special Conditions/Specifications annexed to the

tender and Standard Specifications (Works and Materials) of CPWD/DFCCIL as amended/corrected upto latest correction slips, mentioned in tender form.

1.3.16 Documents to be submitted alongwith Tender:

(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust/ HUF etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

(ii) Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

- (i) An undertaking that he is not blacklisted or debarred by Railways/DFCCIL or any other Ministry/ Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was/ is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (ii) All other documents in terms of explanatory notes in Clause 1.3.14.

(b) HUF:

- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (ii) An undertaking that the HUF is not blacklisted or debarred by Railways/DFCCIL or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was/ is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (iii) All other documents in terms of explanatory notes in Clause 1.3.14.

(c) Partnership Firm:

- (i) The tenderer shall submit documents as mentioned in Clause 1.3.20 of the Part-I, Chapter-III of the Tender Document.

(d) Joint Venture (JV): The tenderer shall submit documents as mentioned in Clause 1.3.19 of the Part-I, Chapter-III of the Tender Document.

(e) Company registered under Companies Act 2013:

- (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

- (iv) An undertaking that the Company is not blacklisted or debarred by Railways/DFCCIL or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
 - (v) All other documents in terms of explanatory notes in clause 1.3.14.
- (f) **LLP (Limited Liability Partnership):** If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:
- (i) A copy of LLP Agreement
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
 - (iv) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
 - (v) All other documents in terms of explanatory notes in clause 1.3.14.
- (g) **Registered Society & Registered Trust:** The tenderer shall submit:
- (i) A copy of the Certificate of Registration
 - (ii) A copy of Deed of Formation
 - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
 - (iv) All other documents in terms of explanatory notes in clause 1.3.14.
- (v) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm/ Partnership firm/ Joint Venture/ Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (vi) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm/ Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's/DFCCIL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (vii) A tender from JV/ Partnership firm etc. shall be considered only where permissible as per the tender conditions.
- (viii) The Railway/DFCCIL will not be bound by any change in the composition of the firm made subsequent to the submission of tender. Railway/DFCCIL may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 1.3.17** The tenderer whether sole proprietor/ a company or a partnership firm /joint venture (JV)/registered society/ registered trust/HUF etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of 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(s) of the firm or any other

person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed/ Memorandum of Understanding/ Article of Association or such other document, failing which tender is liable to be rejected.

1.3.18 Employment/Partnership etc. of Retired Railway Employees:

(a) Should a tenderer

i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways/DFCCIL owned and administered by the President of India for the time being, OR

ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR

iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways/DFCCIL owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department

of the railway/DFCCIL, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note: - If information as required as per 1.3.16 (a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

1.3.19 JOINT VENTURE (JV) IN WORKS TENDERS

Participation of Joint Venture (JV) in Works Tender: This Clause shall be applicable for works tenders wherein tender documents provide for the same.

1.3.19.1 Separate identity/name shall be given to the Joint Venture.

1.3.19.2 Number of members in a JV shall not be more than three, if the work involves only one component and shall not be more than five, if the work involves more than one component. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

1.3.19.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

1.3.19.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

1.3.19.5 Earnest Money Deposit (EMD) shall be deposited by JV or authorized person of JV through e-payment gateway or as mentioned in tender document.

1.3.19.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. (The MoU format for this purpose is enclosed along with the tender).

1.3.19.7 Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

1.3.19.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway/DFCCIL. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

1.3.19.9 Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during

the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

1.3.19.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. (if any) shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

1.3.19.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways/DFCCIL before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated Railway/DFCCIL shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

1.3.19.11.1 Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway/DFCCIL for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways/DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

1.3.19.11.2 Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

1.3.19.11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

1.3.19.12 Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

1.3.19.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway/DFCCIL in respect of the said tender/contract.

1.3.19.14 Documents to be enclosed by the JV along with the tender:

1.3.19.14.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

- (i) A notarized copy of the Partnership Deed,

- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

1.3.19.14.2 In case one or more members is/are HUF, the following documents shall be enclosed:

- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

1.3.19.14.3 In case one or more members of the JV is/are companies, the following documents shall be submitted:

- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- (iii) A copy of Certificate of Incorporation
- (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

1.3.19.14.4 All the Members of JV shall certify that they are not blacklisted or debarred by Railways/DFCCIL or any other Ministry/Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.

1.3.19.14.5 All other documents in terms of explanatory notes in clause 1.3.14.

1.3.19.15 Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

1.3.19.15.1 Technical Eligibility Criteria

The technical eligibility for the work as per para 1.3.14.1 above, shall be satisfied by either the 'JV in its own name & style' or any member having min 26% share. Each other member of JV shall have technical capacity of minimum 10% of the cost of work i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

Note for Clause 1.3.19.15.1:

- (a) Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.

1.3.19.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 1.3.14.2 above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 1.3.14.2 above.

The arithmetic sum of individual “financial capacity” of all the members shall be taken as JV’s “financial capacity” to satisfy this requirement.

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member’s share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.

1.3.19.15.3 Bid Capacity

The JV shall satisfy the requirement of “Bid Capacity” requirement mentioned at para 1.3.14.3 above. The arithmetic sum of individual “Bid capacity” of all the members shall be taken as JV’s “Bid capacity” to satisfy this requirement.

1.3.20 Participation of Partnership Firms in works tenders:

1.3.20.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

1.3.20.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.

1.3.20.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

1.3.20.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway/DFCCIL and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways/DFCCIL and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and EMD of the tenderer will be forfeited. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway/DFCCIL beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.

1.3.20.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

1.3.20.6 The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

1.3.20.7 One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a “Power of Attorney”, specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such “Power of Attorney” shall be notarized / registered and submitted along with the tender.

1.3.20.8 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

1.3.20.9 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

1.3.20.10 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway/DFCCIL for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway/DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/alterd/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway/DFCCIL, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway/DFCCIL.

1.3.20.11 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

- (i) A notarized copy of partnership deed.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways/DFCCIL or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

1.3.20.12 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down above.

1.3.21 Period of Completion

The entire work is required to be completed in all respects within **12 months (Twelve Months)** from the date of issue of the acceptance letter. Time is the essence of contract. The contract or shall be required to maintain steady and regular progress to the satisfaction of the Engineer/DFCCIL to ensure that the work will be completed in all respects within the stipulated time.

1.3.22 If the Tenderer/s deliberately gives any wrong information about credentials / documents in his/their tenders and thereby create(s) circumstances for acceptance of his/their tender, DFCCIL reserves the right to reject such tender at any stage, besides, shall suspend business with such tenderer. **The EMD** of such tenderers shall *also be forfeited*.

1.3.23 Quantum of work and materials:

The indicative schedule of quantities of various items of works is included in **Form Nos –3 & 4** of the tender document.

1.3.24 Employer not bound to accept any tender:

The Employer shall not be bound to accept the lowest or any tenderer to assign any reason for non-acceptance or rejection of a tender. The employer reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender papers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

1.3.25 Schedule of Prices

The Schedule as given in the Tender Document list out the Schedule of Prices of various items. Based on these, the total tender value has also been worked out.

1.3.26 Performance Guarantee: Refer clause no. 16(4) of GCC-2020 read in spirit of DFCCIL Letter No.

HQ-ENWC/CON1(POLICY)/1/2020 dt. 28.12.2020, Railway Letter No. 2020/CE-I/CT/3E/GCC/Policy dt. 20.11.2020 and OM No. F/914/2020-PPD dt. 12.11.2020

1.3.27 The tenderer shall furnish information for making payment through ECS/NEFT/RTGS (*Tender Form No. 8 placed at Part III, Chapter-II of the tender document*).

1.3.28 Negotiation:

Should DFCCIL decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations:

"I..... do declare that in the event of failure of contemplated negotiations relating to Tender No..... datedmy original tender shall remain open for acceptance on its original terms and conditions,".

1.3.29 Site Inspection:

Tenderers are requested to inspect the site and carry out careful examination to satisfy them as to the nature of work involved and facilities available at the site. They should note carefully all the existing structures and those under construction through other agencies. They should also study the suitability of utilizing the different equipments and the machinery that they intend to use for the execution of the work. The tenderers should also select suitable sites for the purpose of locating their store yard, laboratory, staff quarters etc.

1.3.30 No form C & D shall be issued to the contractor for this work.

1.3.31 The rates quoted by the contractor are deemed to be inclusive of site clearance, setting outwork, profile, setting lay out on ground, establishment of reference benchmark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. ***Nothing extra shall be payable*** on this account and ***no extension of time*** for completion of work shall be granted on these accounts.

In the estimated value of tender, GST @ 18% has been taken on the basic value. The basic value is inclusive of all taxes, duties and levies except GST. The % (above/below/at par) rates quoted by the tenderer shall apply on the basic value. The GST as legally leviable and payable by the Bidder under the provisions of applicable law/act shall be paid extra by DFCCIL.

Therefore, the Bidders should quote their rates after considering the Input Tax Credits on their input materials and services. Hence, Bidders should ensure that, full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting their rates.

If any cost implication to DFCCIL is occurred on GST account because of Contractor's default in filing of GST returns such as no GST number, wrong GST number, mismatch of GST number etc., the same

shall be recovered from the Contractor's bill or any other pending/future bill.

1.3.32 Price Variation Clause (PVC) will not be applicable for this work. Due to any reason, if the contract period extends beyond 12 months, even in that case, Price Variation clause shall not be applicable.

1.3.33 No Mobilization or Secured Advance would be paid by DFCCIL for this work.

1.3.34 Contract value:

The contract value shall be inclusive of GST and all taxes and duties including ESIC, PF, Conditions of Contract contribution & all other statutory taxes and levies (*if any*) applicable to the Contractors/Workers etc (as applicable).

1.3.35 Taxes, Duties etc.:

- (i) GSTIN of DFCCIL will be provided to the contractor along with the letter of acceptance (*LOA*).
- (ii) Payment to the contractor will be subjected to TDS as per rules inforce from time to time. The tax deduction at source (*TDS*) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by the DFCCIL.
- (iii) Contractor shall submit GST compliant tax invoice containing (*GSTIN of DFCCIL*) and all the particulars as stipulated under invoice rules of GST law. Payment shall be made to the contractor only after submission of GST compliant Tax Invoice.
- (iv) Increase /decrease in rate of existing GST or cess on GST for Works Contract shall be dealt as per para 37 of GCC (Part-1, Chapter-IV of Tender document).