

Tender No. "DFCC/ADI/Boundary Post/12/2014"

Dedicated Freight Corridor Corporation of India Ltd.

Name of Work :- Providing & Fixing of RCC Boundary Post within ROW in the jurisdiction of Chief Project Manager/ DFCCIL/ Ahmedabad unit.

Single Packet Open Tender

(Tender No.: DFCC/ADI/Boundary Post/12/2014)

**TENDER DOCUMENT
NOT TRANSFERABLE**

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

CHECK LIST

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

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

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

Forwarding letter by Tenderer(s)

To,
Chief Project Manager
DFCCIL,
Ahmedabad

Name of Work: - Providing & Fixing of RCC Boundary Post within ROW in the jurisdiction of Chief Project Manager/ DFCCIL/ Ahmedabad unit.

Ref:

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

1. A sum of **Rs. 63057/-** has been forwarded as Earnest Money. The value of the Earnest Money shall stand forfeited without prejudice to any other rights or remedies if:
I/We do not execute the contract agreement within 7 days of receipt of notice by the DFCCIL Administration that such documents are ready.
OR
I/We do not commence the work within 15 days after receipt of orders to that effect.
OR
After submitting my/our tender, if I/we resile from my/our offer or modify the term and conditions thereof in a manner not acceptable to the DFCCIL.
2. I/We agree to give the Performance Guarantee (PG) in a form of irrevocable bank guarantee/ FDR issued by any Scheduled Bank amounting to 5 % of the contract value to the Railway within 15 days after issue of letter of acceptance and before signing of the agreement
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

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

Signature of Tenderer(s)/Tenderer(s)
Signature of Witness

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1. SECTION- I

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

NOTICE FOR INVITING TENDER

Tender No.	Tender No.: DFCC/ADI/Boundary Post/12/2014
Name of Work	Providing & Fixing of RCC boundary Post within ROW in the jurisdiction of Chief Project Manager/ DFCCIL/ Ahmedabad unit.
Estimated Cost of Work	Rs. 3152824.08/-
Completion Period	Six Months
Type of BID	Single Packet Open Tender
Earnest Money	Rs.63057/-
Date and time of submission of filled tender document	up to 14:00 Hrs of 28.10.2014
Date and time of opening of tender	at 15:00 Hrs of 28.10.2014
Authority and place for submission of completed tender document	Dedicated Freight Corridor Corporation of India Ltd., First Floor Old DRM Office, Kalupur, Ahmedabad-380 002
Address for Communication	Office of Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd., First Floor Old DRM Office, Kalupur, Ahmedabad-380 002
Tender Fees and Website	Tender document can be obtained from the office of DFCCIL/Ahmedabad on all working days between 10.00 to 18.00 hrs by paying Tender Fee of Rs.3000/- (Three Thousand only) by way of DD/Pay Order favour DFCCIL payable at Ahmedabad. The Tender document can also be downloaded from company's website www.dfcc.in & www.dfccil.org and the same will be accepted along with the tender fee of Rs.3000/- (Three Thousand Only) through a separate Demand Draft drawn on any nationalized/scheduled bank favouring "DFCCIL payable at Ahmedabad". Offers without cost of tender paper will liable to reject.

Chief Project Manager
Dedicated Freight Corridor Corporation India Ltd.

2. SECTION - II

Invitation for Tenders (IFT)

Dear Sir,

Chief Project Manager, DFCCIL, Ahmedabad, for and on behalf of DFCCIL invites, Tenders in Single Packets Open Tender system, from the tendering firms for Providing & Fixing Boundary Post.

2.1 SCOPE OF WORK

2.1.1 The scope of work is as defined in Tender Document Section -5, Section-6, Section-7 and Section -6(Schedule of Quantities) and clause 5.2 of the tender document.

2.1.2 KEY DETAILS OF THE TENDER ARE AS UNDER :

Sr. No.	Tender No.	Tender No.: DFCC/ADI/Boundary Post/12/2014
1	Name of Work	Providing & Fixing of RCC boundary Post within ROW in the jurisdiction of Chief Project Manager/ DFCCIL/ Ahmedabad unit.
2	Estimated Cost of Work	Rs.3152824.08/- (Thirty One Lakhs Fifty Two Thousand Eight Hundred and Twenty four Only)
3	Completion Period	Six months
4	Cost of tender document	Rs 3,000/- (Rs Three Thousand only)
5	Availability of tender document on website	Up to 28.10.2014 (up to 13:00 hrs)
6	Type of Tender	Open tender, single packet
7	Earnest Money	Rs. 63057/- (Rs Six Three Thousand and Fifty Seven only)
8	Date and time of submission of Tender	up to 14:00 Hrs. of 28.10.2014
9	Date and time of opening of Tender	28.10.2014 at 15.00 hrs.
10	Validity of Offer	90 Days from the date of opening of tender
11	Authority and place for purchase/submission of tender document & address for Communication	Office of Chief Project Manager, DFCCIL First Floor Old DRM Office, Kalupur, Ahmedabad-380 002.

2.1.3 The tender fee receipt/proof as per clause 3.6 of the tender document is to be submitted along with tender document.

2.1.4 Tender documents are also available on the official web site of DFCCIL i.e. www.dfcc.in and www.dfccil.org. In case of documents downloaded from internet, cost of tender form as in Para 2.2 Sl. No 4 above shall be submitted along with offer. Offers not accompanied by cost of tender form will be summarily rejected.

3. SECTION - III

Information and Instructions to Tenderer(s)

3.1 INFORMATION

- 3.1.1 Tender has been invited under 'single packet' system.
- 3.1.2 The Tenderer(s) may collect the Tender document from the address and timings mentioned in SECTION-I of the tender document.
- 3.1.3 Tender documents are also available on the official web site of DFCCIL mentioned at Clause 2.2.2 of the tender document.
- 3.1.4 The tender fee receipt/proof as per clause 3.6 of the tender document is to be submitted along with tender document. Tenders received without tender fee shall be summarily rejected.
- 3.1.5 The tender document must be accompanied by a valid Earnest Money as per clause 3.7 of the tender document. Tenders received without Earnest Money shall be summarily rejected.
- 3.1.6 Each page of this Tender document shall be submitted duly signed and stamped. Tender document shall be accompanied by Earnest Money in proper form, documents about the status of the firm such as Partnership deed etc., Power of Attorneys; documents in support of the credentials of the Tenderer(s).
- 3.1.7 All Tenders shall be submitted in accordance with the instruction contained in these documents (hereinafter called as Tender documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- 3.1.8 A firm shall submit only one offer against the Tender. In case, a firm submits more than one Tender, such a firm will be disqualified.
- 3.1.9 In preparing the Proposal, Tenderer(s) are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Tenderer(s) and will result in rejection of the proposal submitted by the Tenderer(s).
- 3.1.10 If the Tenderer(s) deliberately gives / give wrong information in his / their tender or creates /create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.
- 3.1.11 The proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 3.1.12 In preparing the Financial Proposal, Tenderer(s) are expected to take into account the requirements and conditions of the RFP documents.

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

3.2 SUBMISSION OF TENDER

- 3.2.1** All Tenders shall be submitted “in sealed cover” which should be super scribed as
- 3.2.1.1 Tender No:- as mentioned in NIT in SECTION-I of the tender document.
- 3.2.1.2 Name of the work:- as mentioned in NIT in SECTION-I of the tender document.
- 3.2.2 Venue of submission of tender:- Chief Project Manager; DFCCIL; First Floor Old DRM Office, Kalupur, Ahmedabad-380 002,
- 3.2.3 The tender document should reach the office not later than date and timings mentioned as in NIT in SECTION-I of the tender document.
- 3.2.4 Tender box will be sealed on date and timings mentioned as in NIT in SECTION-I of the tender document.
- 3.2.5 Any tenders received late are liable to be rejected summarily.

3.3 TENDER OPENING

- 3.3.1 Date and Time of opening of the tender:- As indicated in Clause 2.2 Sr.no.9 of tender document.
- 3.3.2 The Tenders submitted/received after the time and date fixed for receipt of Tenders as set out in the documents are liable to be rejected.
- 3.3.3 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case Tenderer(s)/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. DFCCIL will not take cognizance of any other conditions/variations from the tender stipulations mentioned at any other place in the tender documents
- 3.3.4 If the date of opening is declared as holiday then the tender shall be accepted upto 14.00 hrs of the next working day and the same will be opened at 15.00 hrs on the same day i.e, next working day.
- 3.3.5 On the date specified in the tender notice, the envelopes of all Tenderer(s) will be opened in the presence of Tenderer(s)/ representative who choose to attend the same to verify its contents as per requirements. The tendered percentage rates shall then be read out.

3.4 GENERAL INFORMATION

- 3.4.1 Tender document is non-transferable. Tenders received from Tenderer(s) in whose name Tender Document has been issued shall only be considered.
- 3.4.2 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender Document by post. DFCCIL is not responsible for loss/delay of any tender in transit.
- 3.4.3 Issuance of Tender documents will not automatically means that such parties are considered qualified.
- 3.4.4 The agency will be awarded initially work for period specified vide clause 2.2 Sr.No.3 of tender document.
- 3.4.5 DFCCIL reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.

3.5 VALIDITY OF PROPOSAL

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

3.6 TENDER FEE

- 3.6.1 Cost of tender form as per clause 2.2 Sr.No.4 of the tender document is to be submitted in the form of pay orders, demand drafts from any nationalized bank or a Scheduled Bank in favour of DFCCIL payable at Ahmedabad
- 3.6.2 In case of documents downloaded from internet, cost of tender form as in Para 3.6.1 above shall be submitted along with offer.
- 3.6.3 Offers not accompanied by valid tender fee will be summarily rejected.

3.7 EARNEST MONEY

- 3.7.1 The tender must be accompanied by a sum specified in clause 2.2 Sr.no. 7 of the tender document as Earnest Money(EMD) deposited in the form of Deposit receipt, pay orders, demand drafts, Banker's cheque from a nationalized bank or a Scheduled Bank. Earnest Money shall be in favour of DFCCIL payable at Ahmedabad and duly dis-charged after affixing the revenue stamp on reverse side of the receipt and duly signed on it.
- 3.7.2 The Tenders not accompanied by valid Earnest Money (EMD) shall be summarily rejected.
- 3.7.3 Earnest Money shall be forfeited in case of revocation of Tender or increase in rates or change (s) in any terms & conditions after opening of the tender and before the expiry of validity of the Tender.
- 3.7.4 If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the Tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- 3.7.5 The EMD of all unsuccessful Tenderer(s) except that of the successful Tenderer(s) will be discharged/ returned after the award of the contract. The EMD of successful Tenderer(s) will be adjusted against the security deposit amount. No interest will be paid by DFCCIL on the above EMD amount.

3.8 ELIGIBILITY CRITERIA

- 3.9 NIL
- 3.10 Firm details, SIGNATURE OF TENDERS & DOCUMENTARY PROOF
 - 3.10.1 The Tender must contain the full name, designation and complete address of place of business of the person(s) signing the Tender. Tender(s) shall furnish "BRIEF DETAILS OF THE TENDERER(S)" (Annexure-I).
 - 3.10.2 The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer(s). Any individual or individuals signing the Tender

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Documents or other documents connected therewith should specify whether he is signing.

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

3.11 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER

- 3.11.1 Tenderer(s)'s have to quote the commission/ service charges in terms of a flat single percentage (%) in the schedule-I of the document. This percentage shall be applicable on each item of the schedule-I uniformly.
- 3.11.2 Rates are inclusive of labour, material, all statutory taxes and obligations of Central Govt. and State Govt/ local bodies as applicable at the time of the opening of the tender, unless otherwise specified separately in this tender document. The Tender prices shall be in Indian rupees only.
- 3.11.3 Taxes, if any, levied after opening of the tender will be borne by DFCCIL & reimbursed after production of documents in proof of having submitted the same. General Conditions of Contract & Special Conditions of Contract, Schedule of approximate quantities & Rate sheet may be referred for further details.
- 3.11.4 Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.
- 3.11.5 All information in the Tender shall be in English and Hindi only. Failure to comply with these requirement will render the Tender liable for rejection.

3.12 PROPOSAL EVALUATION

- 3.12.1 A single stage procedure shall be adopted in evaluating the proposals.
- 3.12.2 The Evaluation Committee appointed by DFCC shall carry out its evaluation on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.
- 3.12.3 The proposal of the Tenderer(s) will be assessed only based on the information/documents submitted along with the tender. However, DFCCIL reserves the right to seek clarification from the Tenderer(s), if the evaluation committee considers it necessary for proper

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assessment of the proposal. The clarification will be sought through fax / e-mail and the Tenderer(s) will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the technical proposal.

- 3.12.4 The Proposals shall be opened publicly in the presence of the Tenderer(s)' representatives who choose to attend. The name of the Tenderer(s), the proposed prices shall be read aloud and recorded after opening the proposal. The Client shall prepare minutes of the public opening. It is recommended that quoted rates are covered with transparent adhesive tape for evaluation of their proposal.
- 3.12.5 The successful Tenderer(s) would be selected on the basis of least commission quoted by the Tenderer(s) on the pay payable to the outsourced person as indicated in Annexure-I

3.13 ENGAGEMENT OF PERSONNEL

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

3.14 AWARD OF CONTRACT

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

3.15 CONFIDENTIALITY

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

3.16 CHECK LIST

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

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

4. SECTION - IV GENERAL CONDITIONS OF CONTRACT

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

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

4.1 DEFINITIONS

Unless excluded by or repugnant to the context:

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

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

4.2 GENERAL INFORMATION

- 4.2.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.
- 4.2.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).
- 4.2.3 Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).
- 4.2.4 The Client requires that Tenderer(s) provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 4.2.5 A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.
- 4.2.6 It is the DFCC's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:

4.2.6.1 Defines, for the purpose of this paragraph, the terms set forth below as follows:

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

4.2.6.2 will reject a proposal for award if it determines that the Tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

4.2.6.3 will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or

fraudulent practices in competing for, or in executing, a contract; and

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

4.3 COMMUNICATION AND LANGUAGE OF CONTRACT

4.3.1 Communication to be in writing

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

4.4 INTERPRETATION

In the contract, except where the context requires otherwise:

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

4.5 LANGUAGE OF CONTRACT

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

4.6 ENTIRE AGREEMENT

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

4.7 MODIFICATIONS

- 4.7.1 The terms and conditions of this Contract including the Scope of work can be modified only

by written agreement between the Parties.

4.8 CARE IN SUBMISSION OF TENDERS:-

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

4.9 RIGHTS OF THE DFCCIL TO DEAL WITH TENDER: -

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

4.10 OMISSIONS & DISCREPANCIES: -

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

4.11 PARTNERSHIP DEED

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

4.12 PERFORMANCE GUARANTEE (P.G)

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

4.13 SECURITY DEPOSIT

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

4.14 TENDERER(S)'S CREDENTIAL:-

- 4.14.1 NIL

4.15 AGREEMENT:

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

4.16 CHANGE IN ADDRESS:

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

4.17 OBLIGATION OF DFCCIL

- 4.17.1 DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Tenderer(s) and subject to deduction of Tax at

source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

4.18 FORCE MAJEURE

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

4.19 INDEMNITY

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

4.20 OTHER TERMS AND TERMINATION

- 4.20.1 Contract shall be deemed to have commenced as on from date of issuance of letter of intent and shall be in force for an initial period of two year extendable for one year at a time with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.
- 4.20.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving to the other 30 days written notice.
- 4.20.3 Expiry or earlier termination of this contract will not prejudice any rights of the -parties that may have accrued prior thereto.
- 4.20.4 In performing the terms and conditions of the contract, the Tenderer(s) shall at all Times act as an Independent Tenderer(s). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Tenderer(s). The Tenderer(s) shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Tenderer(s) shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

4.21 LAWS AND REGULATIONS:

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

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

4.22 INCOME TAX

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

4.23 SERVICE TAX

4.23.1 The 40% of the Service Tax, as applicable on gross value of each running account bill/Final bill shall be paid directly by DFCCIL. Remaining 60% of the Service Tax as applicable on gross value of each running account bill/Final bill in this contract will be paid by Contractor as per prevailing law and shall be reimbursed by DFCCIL after the contractor submits the documentary proof of having deposited the same. Any modification in Service tax provision in future by Government will be binding on the contractor with immediate effect.

4.24 PERMITS, FEES, TAXES & ROYALTIES

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

4.25 STATUTORY INCREASE IN DUTIES, TAXES ETC

4.25.1 All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the tender. The tender shall be inclusive of all taxes levies, octroi etc. Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/Tendering contractor should bear the above fact in mind.

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

- 4.26.1.1 If the Firm/Contractor becomes bankrupt or insolvent, or,
 - 4.26.1.2 makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
 - 4.26.1.3 being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
 - 4.26.1.4 has execution levied on his goods or property or the works, or
 - 4.26.1.5 assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
 - 4.26.1.6 abandons the contract, or
 - 4.26.1.7 persistently disregards instructions of the DFCCIL official or contravenes any provisions of the contract, or
 - 4.26.1.8 fails to take steps to employ competent and / or additional staff and labour, or
 - 4.26.1.9 promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL, or
 - 4.26.1.10 Suppresses or gives wrong information while submitting the tender.
- 4.26.2 In any such case the DFCCIL may serve the Firm/Contractor with a notice in writing to that effect and if the Firm/Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the DFCCIL, the DFCCIL shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

4.27 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT

- 4.27.1 The DFCCIL shall be entitled to determinate the contract, at any time, should, in the DFCCIL opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the DFCCIL of such termination and reasons therefore, shall be conclusive evidence thereof. In case of determination of contract on DFCCIL account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of DFCCIL. The decision of

the DFCCIL on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

4.28 LABOUR RULES

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

1.1.1 Contractors will have to produce license for labour to be engaged on for this work from the concerned Labour Enforcement Officer under Contractor Labour Regulation and Abolition Act 1970 as amended time to time prior to the commencement of the work failing which payment for the work done will not be made.

4.29 COMPLIANCE OF VARIOUS ACTS:

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

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

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

4.31 SETTLEMENT OF DISPUTES

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

4.31.2 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Tenderer(s) to the Employer in writing for resolving the same through mutual discussions, negotiations,

deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

4.32 CONCILIATION/ARBITRATION

- 4.32.1 It is a term of this contract that Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties such disputes through mutual settlement.
- 4.32.2 If the Tenderer(s) is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Tenderer(s) may refer to the Managing Director of the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- 4.32.3 Managing Director of the Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator / Sole Arbitrator, then a panel of at least three names will be sent to the Tenderer(s). Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Tenderer(s) shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Tenderer(s).
- 4.32.4 In case, the Tenderer(s) opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Tenderer(s) may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 4.32.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 4.32.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- 4.32.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.

4.32.8 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Tenderer(s).

4.33 AWARD TO BE BINDING ON ALL PARTIES

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

4.34 SUBSTITUTE ARBITRATORS:

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

4.35 INTEREST ON AWARDED AMOUNT

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

4.36 SETTLEMENT THROUGH COURT

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

4.37 EXCEPTION

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

4.38 JURISDICTION OF COURTS

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

5. Section - V

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS-I

Name of work : Providing & Fixing of RCC boundary Post within ROW in the jurisdiction of Chief Project Manager/ DFCCIL/ Ahmedabad unit.

5.1 INTRODUCTION:-

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

5.2 DETAILED SCOPE OF WORK

NAME OF WORK : Providing & Fixing of RCC boundary Post within ROW in the jurisdiction of Chief Project Manager/ DFCCIL/ Ahmedabad unit.

5.3 DEFENCE OF SUITS

However DFCCIL reserve the right to execute the work anywhere along the alignment within the jurisdiction of CPM/DFCCIL/AHMEDABAD.

5.4 GENERAL & BRIEF DESCRIPTION OF SITE

- 5.4.1 The above information is only for general guidance of the tenderer/s and they are advised to visit the site and acquaint himself/themselves fully with the site conditions especially in regard to the approaches for transporting the materials/machinery etc., storage area, local conditions etc.

5.5 SPECIFICATIONS AND CODES

- 5.5.1 The decision of the Chief Project Manager, DFCCIL AHMEDABAD shall be final and binding regarding the interpretation of various provisions of the Codes and Specifications as well as the provisions/clauses of the contract and no claim whatsoever shall be entertained on this account.

5.6 APPROVED DFCCIL DRAWINGS

- 5.6.1 The work shall be carried out as per approved DFCCIL drawings. The copies of the approved plan and additional information as required by the tenderers may be obtained from the office of the CPM/DFCCIL AHMEDABAD, during office hours on any working day by prior appointment.
- 5.6.2 In addition to this, copies of various documents/drawings related to the work if any can be seen in the office of Chief project Manager, DFCCIL, Old DRM office, Kalupur AHMEDABAD.
- 5.6.3 CPM/DFCCIL AHMEDABAD shall have full power to make any addition/alteration in the drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of contractor and for the efficient execution, completion and maintenance of the work. The contractor should plan the execution of various works in close co-ordination with the Engineer/DFCCIL or his authorized representative.
- 5.6.4 The design of foundations including depth of foundations below the bed level as well other drawings may have to be varied during the progress of the work according to actual site conditions. The drawings already prepared and which may be prepared afterwards are not to be taken as final or binding on the DFCCIL in any respect. The contractor shall have no claim on DFCCIL, if any change is made in the approved drawings. Also his inability to make timely arrangement for necessary plant and machinery due to any such change which the Engineer/DFCCIL may make, will not be taken as an excuse for slow performance or non performance of the work.

5.7 SETTING OUT OF WORKS:

- 5.7.1 The Contractor shall be responsible for maintaining the accuracy of the alignment, positions, levels and dimensions of the work in accordance with the drawings, directions or instructions given to him from time to time and every facility shall be given to the Engineer/DFCCIL and or his Representative for checking of the same. The Contractor at his own cost shall rectify any error in the dimensions, alignment positions or levels of work set out or constructed by him, to the satisfaction of the Engineer/DFCCIL or his Representative, whenever it come to notice before or during the execution.
- 5.7.2 The work shall be set out by the contractor to the satisfaction of the Engineer/DFCCIL or his representative but his approval thereto shall not, nor shall his joining with the Contractor in setting out the work, relieve the Contractor from his entire and sole responsibility thereof.

5.8 MAINTENANCE OF LAYOUT:

- 5.8.1 The Contractor shall also provide, fix and be responsible for the maintenance of all stakes, templates, profiles, levels, marks, points etc. and must take all necessary precaution to prevent these being removed, altered or disturbed and will be held responsible for the consequence of such removal, alterations or disturbances should the same take place and for their efficient

reinstatement.

5.9 ROYALTIES AND PATENT RIGHTS:

- 5.9.1 The Contractor shall defray the cost of all royalties, fees and other payments in respect of patents, patent rights and licenses which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses.
- 5.9.2 The contractor shall indemnify, the Railway/DFCCIL or any agent, servant or employee of the Railway/DFCCIL against any action, claim or proceedings relating to infringement use of any patent or design any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any articles or materials or part thereof included in the contract in the event of any claim being made or action being brought against the Railway/DFCCIL or any agent, servant or employee of the Railway/DFCCIL in respect of any such matters, as aforesaid.

5.9.3 Payment of Royalty Charges :

All taxes, royalty charges, etc. of whatever nature in connection with the work including extraction and supply of rubble stone/stone ballast/sand/moorum earth or any other material used on the work shall have to be borne by the Contractor. The Contractor will be required to obtain a royalty clearance certificate from the concerned Revenue Authorities/Collector and produce the same to the Engineer/DFCCIL after completion of the supply but before release of the final bill

5.10 INFLAMMABLE ARTICLES :

- 5.10.1 Inflammable materials, such as petrol, oil etc. shall be stored separately from the other materials and all precautions as required under the Indian Explosive Act. or any other Act shall be taken by the contractor(s) to prevent fires etc.

5.11 PLEA OF CUSTOM

- 5.11.1 The plea of custom prevailing will not on any account be permitted as an excuse for an infringement of any of the conditions of the contract and/ or special conditions of contract.

5.12 EMPLOYMENT OF MAN POWER AT WORK SITE:-

- 5.12.1 Contractor supposed to deploy man power at site in such a way that may ensure timely completion of all assigned work to him.
- 5.12.2 Any suggestion regarding the deployment of sufficient man power by DFCCIL supposed to be complied by the contractor.

5.13 TECHNICAL PERSONNEL: PROVISION OF EFFICIENT AND COMPETENT STAFF AT WORK SITES BY THE CONTRACTOR.

- 5.13.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labour in or about the execution of any of these works and are careful and skilled in various trades.
- 5.13.2 The contractor shall arrange for effective technical supervision of the work and shall be represented by the authorized representative at the site of work during the currency of the contract. He will arrange to receive all the correspondences at the site of work during execution of work.
- 5.13.3 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labour who shall be objected to by the Engineer/DFCCIL and, if and whenever required by the Engineer/DFCCIL, he shall submit a correct details showing the names of all staff and workmen employed by him.
- 5.13.4 In the event of the Engineer/DFCCIL being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer/DFCCIL within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway/DFCCIL to rescind the contract under terms and conditions of the contract.
- 5.13.5 The Contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways/DFCCIL through separate instructions from time to time.

5.14 SUPPLY OF CEMENT:

- 5.14.1 Ordinary Portland cement of 53 grade/PPC or as directed by Engineer In-Charge/DFCCIL confirming to relevant code of practice will be used. If PPC used by contractor, then 5% of the schedule rate of OPC will be deducted.
- 5.14.2 Cement shall be procured by the contractor from the main producers or their authorised dealer of approved make such as L& T, Ambuja, Grasim, A.C.C., JK cement & Birla cement or any other reputed make as approved by Engineer/DFCCIL in charge.

5.15 STEEL (STRUCTURE & REINFORCEMENT FOR WORK)

- 5.15.1 The Structural steel for above works is to be procured from primary producers having integrated steel plants namely SAIL, TISCO, RINL, JINDAL and shall conform to stipulated BIS /IRS Specifications applicable.
- 5.15.2 Structural steel work shall conform to the requirement as specified in Indian Railway Unified

Standard Specifications (Works and Materials) Vol. I & II.

- 5.15.3 The steel procured shall be reasonably free from cracks, surface flaws, laminations, rough and imperfect edges and all other harmful defects. Steel sections, shall be free from excessive rust, scaling and pitting and shall be well protected. The decision of the Engineer/DFCCIL regarding rejecting any steel section on account of any of the above defects shall be final and binding.
- 5.15.4 All leading, loading and unloading of steel should be done by contractor at his own cost. If there is any problem of pathways or approach road the same may be done by contractor at his own cost. However DFCCIL may allow the use of Railway/DFCCIL land for this purpose temporarily without any charge.
- 5.15.5 The storage of steel will be done by the contractor by appropriate means so that corrosion or any defect may not affect the quality of steel. Steel from plants should be accompanied by identification marks/cast marks which are required to be transferred to finished product even in case of small quantity. These provisions should be ensured by Contractor at the time of offering the steel for passing. In case of any dispute, the decision of DFCCIL will be final and binding.
- 5.15.6 Before use, contractor/s will be required to get the test certificate from the manufacturer pertaining to the various quality tests on steel reinforcement as specified in the relevant BIS Code.
- 5.15.7 In addition, DFCCIL will also take sample during the course of work at requisite frequency and get the steel tested to ascertain its conformity to the laid down Specifications at contractor’s cost. Frequency of testing shall be as prescribed by the relevant Code or decided by the Engineer/DFCCIL.
- 5.15.8 For this works the reinforcement steel for use shall be procured by the contractor only from the primary producers (namely SAIL/TISCO/RINL/JINDAL) which should conform to latest relevant, BIS specifications.
- 5.15.9 Reinforcement steel bars shall normally be the TMT Steel bars or cold twisted deformed bars.
- 5.15.10 Quantity for this item shall be calculated as per nominal weight of steel section for the length actually used in the work. No payment will be made for the wastage and the contractor will be allowed to take away the scrap and excess steel away from site.
- 5.15.11 The contractor shall be responsible for getting the measurement of steel entered in to steel register and signed by the Engineer in charge/DFCCIL of the work before concreting is done to avoid dispute regarding quantity of steel used in the work.
- 5.15.12 The rates quoted for this item is deemed to be inclusive of the cost of binding wire and no separate payment shall be admissible for the same.
- 5.15.13 The steel shall be kept by the contractor under his custody at the site of work and

Railway/DFCCIL will not be responsible for any theft thereof.

5.15.14 The quantity so payable under relevant item shall be restricted to the quantity as per approved plan/drawing and decision of the Engineer in Charge/DFCCIL in this regard shall be final and binding upon the contractor.

5.16 ROAD TAX CHARGES:

5.16.1 Road Tax/Charges levied by Government for movement of vehicles of contractor, used in transportation, shall be borne by the contractor and no re-imburement on this account will be made by the Railways/DFCCIL.

5.17 SUPPLY OF WATER

5.17.1 The contractor shall be responsible for the arrangements to obtain water necessary for his labours engaged in execution of work. No arrangement will be made by the Railway/DFCCIL Administration for supplying water to the contractor either for drinking purpose or execution of work. Rates quoted shall include the cost of arranging water with all lead and lift.

5.17.2 Water available locally in wells, creeks or nallahs may be brackish water at some locations. It should be noted that the brackish water shall not be used in all classes of masonry, reinforced and plain cement concrete work. In addition, water used for the above works shall be free from earthy, vegetable or organic matter, oils, acids and alkaline substances in solution or in suspension and impurities and shall be fit for drinking. Contractor shall have to arrange the suitable water for successful execution of the work.

5.18 SUPPLY OF ELECTRICITY:

5.18.1 The contractor has to make his own arrangements with the local Electricity body for power supply required for carrying out the work including lighting arrangements. The work may be required to be carried out round the clock, if it is considered necessary by Engineer/DFCCIL due either to requirement of the work or for speeding up the progress of the work so as to adhere to the target date of completion of all the items of the work.

5.18.2 The Contractor should also keep sufficient standby generators ready so that the progress of work is not affected or stopped in the event of interruption in the power supply due to power cut or any other failure. All these arrangements at site including those required for lighting will have to be done by the Contractor at his own cost. The rates quoted by the Contractor shall be deemed to include cost of providing all the above arrangements including standby generators. The Contractor shall however, be responsible for ensuring that none of the statutory labours laws or electricity acts are infringed.

5.18.3 Electric Supply can be given by the Railway/DFCCIL if possible on payment of usual charges as per rules in consultation with Electrical Department.

5.19 CONTRACTOR'S RESPONSIBILITY FOR TEMPORARY WORKS/MATERIALS, SITE OFFICE AND FIELD LABORATORY.

- 5.19.1 The contractor shall from time to time provide at his own cost all dams, cofferdams and all other temporary works of whatever nature and temporary materials necessary for the construction, completion and maintenance of the works which are the subject of the contract and shall from time to time submit for the information of the Engineer/DFCCIL, drawing showing in detail, the type and construction of temporary embankment and other works which he proposes to adopt and construct and the exact position in which he proposes to construct and employ them during the progress of the works as directed by the Engineer/DFCCIL, furnish particulars and drawings of any other temporary works and details of other temporary materials in use for the sufficient security and safety of all embankment, temporary railway/DFCCIL connections and other temporary works or temporary materials which he may construct and/or employ and for all claims for damage to property or injury to persons arising out of any failure or accident to such materials from whatever cause such damage, injury, failure or accident may arise or happen and shall replace, construct, repair and maintain the whole or such embankments or other temporary works or temporary materials until they are certified by the Engineer/DFCCIL to be no longer required for the purpose of the contract.
- 5.19.2 Dewatering or any other suitable arrangements may be required for carrying out the foundations of works and part of the sub structures up to water level. It should be clearly noted that nothing extra shall be paid for all these arrangements and rates are deemed to be inclusive of all labour and materials and working under water etc. including timbering, shoring, strutting etc.
- 5.19.3 The Engineer/DFCCIL shall be at liberty to modify any or all of the drawings submitted by the contractor in connection with any of the aforesaid temporary works and the execution of such temporary works shall not be commenced until the said drawings or modified drawings have been approved. But examination by the Engineer/DFCCIL of the contractor's drawings or any approval expressed by him with regard to the rate, or to the materials, thereof or therefore either with or without modification shall not absolve or relieve the contractor from any of his liabilities in connection there with under the contract.
- 5.19.4 The contractor shall before handing over the works or any part thereof to DFCCIL, dismantle and remove all temporary works and temporary materials but such removal shall not be effected without the previous written approval of the Engineer/DFCCIL and the contractor shall comply with the directions, if any, given to by him as to the method of removal and/or disposal.

5.20 SETTING UP OF FIELD LABORATORY

- 5.20.1 Mainly Compressive strength of bricks and cement concrete cubes, grading of coarse and fine aggregate are required to be tested in this work. Contractor will arrange a compressive strength testing machine, one sieve set ranging 40mm to 75 micron sieves including appropriate weigh balance complete with all accessories and silt jars in sufficient numbers on his own cost. All the pressure gauge, of the machines, and other measuring equipments shall be of approved makes and will be got checked / calibrated regularly as directed by the Engineer/DFCCIL and necessary certificate furnished to the Engineer/DFCCIL by the contractor. The contractor shall render all reasonable assistance and help in carrying out the checks and tests. Cube testing machine will be provided in centralized location or in DFCCIL office complex as directed by the Engineer in-charge/DFCCIL.
- 5.20.2 All the equipments, machinery etc. shall be kept in good working conditions. The cost of setting up the laboratory, equipping and maintaining the same including the cost of Electricity/lights & conducting of tests on materials and cubes shall be borne by the contractor. However for small works contractor will arrange all required testing in approved lab elsewhere at his own cost as directed by the Engineer/DFCCIL. The decision will be DFCCIL will be final binding.

5.21 PRODUCTION OF TEST CERTIFICATES:

- 5.21.1 The contractor shall have to produce Test Certificates for items of material procured by him for use in the work as may be called for by the Engineer/DFCCIL or his representative to establish that the materials conform to the specification for the works. The Contractor shall produce Test Certificates issued by an authority acceptable to the Engineer/DFCCIL in regard to the relevant properties of high tensile steel wires, reinforcement steel or structural steel (as supplied and used by the Contractor) including the country name of manufacturer.

5.22 ROUTINE TESTS AND ADDITIONAL TESTS

- 5.22.1 Routine tests on various materials shall be carried out as per the "IR Unified Standards Specifications for works & materials" or the relevant BIS Codes. In addition to the tests required under clauses thereof, the Engineer/DFCCIL or his representative may order tests to be carried out by an independent person appointed by him at such place or in such laboratory as he may determine in accordance with the appropriate clauses of relevant Standard Specifications and the cost of such tests shall be borne by the contractor.

5.23 INSPECTION OF MATERIALS

- 5.23.1 Whenever the Engineer/DFCCIL or his representative gives notice to the contractor that materials are to be inspected at the site, the contractor shall having regard to the inspection, test or examination required, give to the Engineer/DFCCIL or his representative sufficient notice of such materials being ready for inspection.

5.23.2 Delay to works arising from the late submission of such notice will not be acceptable as reason for delay in the completion of the works.

5.24 REJECTION OF MATERIALS

5.24.1 Contractor will arrange all facilities required for testing of any material to be used as and when required by DFCCIL.

5.24.2 The Engineer/DFCCIL or his representative shall have the right to order, at any time, that any construction materials which do not meet with his approval shall not be used in the works. Such rejected materials shall be removed from the site by the contractor at his own expenses, notwithstanding any prior approval which might have been given earlier. Once a particular material is rejected by Engineer/DFCCIL, an entry to that effect should be made in material passing register.

5.24.3 The instructions to the contractor to remove the rejected material within reasonable time as given by the Engineer/DFCCIL should be complied by the contractor/s at his own cost.

5.24.4 In case of default on the part of the contractor in removing rejected materials within the time specified in notice, the Engineer/DFCCIL shall be at liberty to have them removed by other means at the cost of the contractor. Failing which necessary action will be taken by DFCCIL as per tender conditions.

5.25 CONSTRUCTION EQUIPMENTS:

5.25.1 The contractor shall arrange and operate at his own cost, all necessary tools, plants, machineries and equipments necessary for successful and timely completion of the work.

5.25.2 If in the opinion of the Engineer/DFCCIL, equipment/plants brought by the contractor are not suitable for the work concerned, the Engineer/DFCCIL shall have the right to order the contractor to replace them by suitable plants/equipments. In the interest of public convenience, the Engineer/DFCCIL may insist on a specific way of execution of the work.

5.25.3 The contractor shall be required to give a trial run of the equipments for establishing their capacity to achieve the laid down specifications and tolerance to the entire satisfactions of the Engineer/DFCCIL before commencement of any work.

5.25.4 All equipments provided shall be of proven efficiency and shall be operated and maintained in a manner acceptable to Engineer-in-charge/DFCCIL.

5.25.5 No equipment shall be removed from the site without prior permission of the Engineer- In-charge/DFCCIL.

5.26 MACHINERY AND PLANT.

5.26.1 The contractor will be entirely responsible to arrange all necessary machinery including concrete mixers, weigh batcher, vibrators, tools and plants and their spare parts required for

sufficient and methodical execution of work and transport them to the site of work. Delay in procurement of such items due to their non-availability on account of import difficulties or any other cause whatsoever, will not be taken as excuse for slow or non-performance of the work. Safety of plants and machinery will be the responsibility of the contractor and for any loss due to any cause or wash away in flood, or otherwise, no claim will be entertained on this account whatsoever.

- 5.25.2 The Contractor shall make his arrangements for all parts and machinery, equipments, including spare parts, fuel and consumable stores and all labour required to ensure efficient and methodical execution of the works. The rates quoted and accepted shall be deemed to be inclusive of all charges for such items.

5.27 GENERAL

- 5.27.1 The DFCCIL shall not be responsible for any loss or damage to contractor's men, material, equipment, tools and plants etc. due to any cause what so ever.
- 5.27.2 The contractor shall give notice to the Engineer/DFCCIL when and as soon as the excavation of any portion of site for obtaining foundation or bottom, whether above or below water, has reached the depth and width shown on the drawings. The contractor shall also give further notice to the Engineer/DFCCIL, when ever any foundation or bottom is ready for inspection and whenever it is necessary to cover up a work in respect of which previous inspection is desired by the Engineer/DFCCIL, so that the engineer/DFCCIL may inspect the same before it is covered up. In default of such notice with suitable time limit to inspect, the foundation or bottom of work shall on the order in writing of the Engineer/DFCCIL, be uncovered and any filling put in or work built thereon be removed or pulled down by the contractor at his own cost.
- 5.27.3 If any work (whether temporary or permanent) or materials, the value of which has been included in an on account bill is destroyed or damaged or has/have, for any other reasons, to be replaced or restored by the contractor, no extra payment shall made by the DFCCIL to the contractor.
- 5.27.4 The contractor will ensure that if minimum water way of the bridge is blocked during the course of construction then such blockage is removed by him at his own cost before the middle of June ever year or as directed by the Engineer/DFCCIL. Any damage to the bridge on this account will be the contractor's responsibility.
- 5.27.5 No claim for extra payment shall be entertained on account of interruption to work due to rain, floods or due to delay in acquisition of land in some portion, delay in arranging closure of water channels etc.
- 5.27.6 There may be a water supply/sewerage/any other underground/overhead line passing at the site of work and any delay in its shifting/adjusting will not entitle the contractor to any claim whatsoever.

- 5.27.7 Work will have to be done in close co-operation with the other departments/agencies if any.
- 5.27.8 **Emergency Works** : In the event of any accident or failure occurring in the execution of work/ arising out of it which in the opinion of the Engineer/DFCCIL requires immediate attention, the Railway/DFCCIL may bring its own workmen or other agency/agencies to execute or partly execute the necessary work or carry out repairs if the Engineer-in-charge/DFCCIL considers that the contractor(s) is/are not in a position to do so in time without giving any notice and charge the cost thereof, to be determined by the Engineer-incharge/DFCCIL, to the contractor.
- 5.27.9 **Anti-larval Works**: During the execution of the works against this contract the contractors shall be responsible for anti-larval work at his/their own cost.
- 5.27.10 **Non-Itemized Works**: Where items not covered by the schedules are to be executed the rates for such non-itemized works shall be negotiated before the commencement of such work or got executed through any other agency at the discretion of the Railway/DFCCIL Administration.
- 5.27.11 **Time Is The Essence Of Contract**: Time being the essence of contract all the works are required to be completed in all respect as stipulated by the Railway/DFCCIL within the completion date. Progress shall be maintained strictly in accordance with program given by the Engineer-in-charge/DFCCIL from time to time.
- 5.27.12 The work is to be completed on a strict time bound schedule. The contractors who have sound experience and necessary resources, requisite tools and plants, equipment and finance to handle the job shall apply for tender.
- 5.27.13 If, proper approach road for transporting the various material are not available, the contractor may have to handle the material involving head lead etc. Proper space for stacking the material may not be given in the yard and it may be away from the yard. The contractor will be required to stack the material at the specified area nominated by the Engineer In-charge/DFCCIL
- 5.27.14 **Cutting/Up Rooting Of Trees** :

No extra rate shall be paid for cutting or up-rooting trees but the contractor would be authorized to take away the tree observing the forest laws of the land, unless otherwise specified in the contract separately.

- 5.26.16 The contractor/s shall give to the municipality, police and other authorities, all notices that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be levied on account of his operations while executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights etc. required at night. Nothing extra shall be payable on any such account and accepted rates of various items in the schedule of items, rates and quantities shall be deemed to cover any such aspect.

5.27.15 Service Roads:

The contractor will be permitted to make use of the service roads already existing in possession of the Railway/DFCCIL. If construction of any additional roads within Railway/DFCCIL premises is considered necessary and agreed to at contractor's request, the contractor will be required to make them at his own cost and maintain them till the work is completed. Contractor shall construct any service roads, required outside the Railway/DFCCIL boundary, at his own cost. Railway/DFCCIL reserves the right to make use of service roads made by the contractor, as and when necessary without any additional payment to the contractor. Any damages caused to the existing roads, due to use by contractor, shall have to be made good by the contractor, at his own cost.

5.27.16 The contractor shall make his arrangements for all plants and machinery, equipment's, including spare parts, fuel and consumable stores and all labour required to ensure efficient and methodical execution of the works. The rates quoted and accepted shall be deemed to be inclusive of all charges for such items.

5.27.17 The contractor will have to arrange Electric connection if required at his own cost. However, necessary assistance in arranging Electric connection will be given by DFCCIL on the written request of contractor. In case, DFCCIL is unable to arrange Electric connection, DFCCIL will not be responsible at all and the contractor will have to make his own arrangements.

5.27.18 The Contractor should also keep sufficient standby generators ready so that the progress of work is not affected or stopped in the event of interruption in the power supply due to power cut or any other failure. All these arrangements at site including those required for lighting will have to be done by the Contractor at his own cost. The rates quoted by the Contractor shall be deemed to include cost of providing all the above arrangements including standby generators. The Contractor shall however, be responsible for ensuring that none of the statutory labours laws or electricity acts are infringed.

5.27.19 Lead And Lift On Contractor's Materials:

No lead and lift for the contractor's material is payable for the works executed under this contract.

5.27.20 Time Is The Essence Of Contract:

Time being the essence of contract all the works are required to be completed in all respect as stipulated by the Railway/DFCCIL within the completion date. Progress shall be maintained strictly in accordance with program given by the Engineer-in-charge/DFCCIL from time to time.

5.28 NOTICE TO PUBLIC BODIES

5.28.1 The contractor/s shall give to the municipality, police and other authorities, all notices that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be levied on account of his operations while

executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights etc. required at night. Nothing extra shall be payable on any such account and accepted rates of various items in the schedule of items, rates and quantities shall be deemed to cover any such aspect.

5.29 GENERAL RESPONSIBILITY AND LIABILITY OF CONTRACTOR :

- 5.29.1 Contractor/s shall be responsible for any type of structural damage to property or injury caused by work or his workmen to persons, animals, or things and shall indemnify the DFCCIL in-respect thereof and shall be held entirely responsible for all works carried out by him until it is finally taken over by the Railway/DFCCIL and he will be liable to be called upon to make good any damage or loss which may occur to the work by inclemency of weather, flood etc or due to any other cause during entire period until the work is taken over.
- 5.29.2 The design of foundations including depth of foundations below the bed level as well other drawings may have to be varied during the progress of the work according to actual site conditions. The drawings already prepared and which may be prepared afterwards are not to be taken as final or binding on the DFCCIL in any respect. The contractor shall have no claim on DFCCIL, if any change is made in the approved drawings. Also his inability to make timely arrangement for necessary plant and machinery due to any such change which the Engineer/DFCCIL may make, will not be taken as an excuse for slow performance or non performance of the work.
- 5.29.3 Latest edition of relevant Codes including up to date correction slips, on date of submission of tender/negotiated rates shall govern. These Codes of Practice are available from the Manager, Government of India publication Branch, Patiala House, New Delhi and Director, Indian Standards Institution, Manak Bhawan, Bahadur Shah Zafer Marg, New Delhi.
- 5.29.4 Contractor must have one copy of each relevant code at site as applicable for ready reference of site Engineer / other inspecting officials.

5.30 SCHEDULE FOR TIMELY COMPLETION OF WORK AND PENALTY FOR DELAYS

- 5.30.1 The whole work shall be completed within the stipulated completion period from the date of issue of acceptance letter.
- 5.30.2 The sequence in which the various works & activities are programmed & scheduled to be carried out shall be prepared by contractor in the form of BAR charts and will be submitted to DFCCIL within 30 days of the allotment of the work and the same shall be got approved from the Contract Signing Authority.

5.30.3 RECORDS OF CONSTRUCTION WORK:

Contractor will maintain all records in proper format related to the work.

The following registers will be maintained at site by the contractor/s:

- 5.30.3.1 **Site Order register:** The contractor shall promptly sign orders given therein by the Engineer/DFCCIL or his representative or his superior officers and comply with them. The compliance shall be reported by the contractor to the Engineer/DFCCIL in reasonable time so that it can be checked / verified.
- 5.30.3.2 **Cement register:** This register will be maintained to record daily receipt and issue of cement, thus indicating the balance quantity.
- 5.30.3.3 **Steel register:** This register will be maintained to record the receipts of steel items and details of reinforcement and members wherever steel is used.
- 5.30.3.4 **Labour register:** This register will be maintained to show daily strength of labour in different categories employed by the contractor.
- 5.30.3.5 **Plant and machinery register:** This register will record daily particulars of machinery with the contractor.
- 5.30.3.6 Cube testing register.
- 5.30.3.7 Daily progress register.
- 5.30.3.8 **Hindrance register:** This register will maintain the number of days when work could not progress / remained suspended and reason thereof.
- 5.30.3.9 The list given above is not exhaustive, contractor may be asked to maintain additional registers, if required by Engineer-in-charge/DFCCIL.

5.30.4 Mid-term progress review and token penalty for slow progress:

The contractor shall be required to maintain proportional progress in accordance with the Bar Chart/approved by the DFCCIL. During the course of work, the progress will be reviewed every 1 months, and if the progress achieved by the contractor is found to be significantly lagging behind the proportional progress shown in the approved schedule due to reasons entirely attributable to the contractor, then a token penalty of up to Rs 10,000/- per month of delay, shall be imposed by the contract signing authority on the contractor after issuing a 7 days "show cause notice" on each such occasion. This shall be in addition to other suitable action required to be taken against the Contractor as per terms and conditions of the contract. However, the penalty so imposed, shall be waived off, if the contractor achieves the scheduled progress as per approved bar charting in the subsequent months.

5.31 SAFETY MEASURES/PRECAUTIONS AND PENALTIES FOR VIOLATIONS

- 5.31.1 Contractor shall take all precautionary measures in order to ensure the protection of his own personnel, machinery and equipment moving about or working on the Railway/DFCCIL

yard/premises and shall have to conform to the rules and regulations of the Railway/DFCCIL. If any unforeseen accident or injury happens at site of work, the contractor shall be solely responsible for the same. It should be clearly understood that the safety of men and material at the worksite will be the sole responsibility of the contractor.

- 5.31.2 The work must be carried out most carefully without any infringement of the Indian Railway/DFCCIL Act or the General and Subsidiary Rules in force on the Railway/DFCCIL in such a way that they do not hinder to Railway/DFCCIL operation or affect the proper functioning or damage any Railway/DFCCIL equipment structure or rolling stock.
- 5.31.3 In the event of occurrence of an accident at the work site, a departmental enquiry shall be held and in case it is established that the accident has occurred on account of contractor's negligence or the negligence of his men, penalties up to an upper limit of 10% of the total cost of the work shall be imposed on the contractor. Further, the Railway/DFCCIL administration reserves the right to terminate the contract with immediate effect if the contractor is found responsible for causing an accident after giving "show cause notice/notices" to the contractor in addition to lodging of criminal case under Railway Act/DFCCIL /IPC.
- 5.31.4 In case of any damage to OFC/Cable of Railway occurred due to fault of contractor, a flat penalty of Rupees One Lac will be imposed.

5.32 PRECAUTIONS WHILE WORKING IN THE VICINITY OF TRACK:

- 5.32.1 The contractor shall not allow any road vehicle belonging to him or his suppliers etc, to ply in Railway/DFCCIL land next to the running line. If road vehicles are necessary to be used in Railway/DFCCIL land next to the Railway/DFCCIL line, the contractor shall apply to the Engineer in charge/DFCCIL for permission giving the type and no. of individual vehicles, names and license particulars of the drivers location, duration and timings for such work / movement. The engineer in charge/DFCCIL or his authorized representative will personally counsel, examine and certify the road vehicle drivers, contractor's flagman and supervisor and will give written permission giving names of road vehicles drivers, contractor's flagmen and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:
- 5.32.1.1 The road vehicles will ply only between sunrise and sunset.
- 5.32.1.2 Nominated vehicles & drivers will be utilized for work in the presence of at least one flagman and one supervisor certified for such work.
- 5.32.1.3 The vehicles shall ply 6m clear of track. Any movement/ work at less than 6m and up to minimum 3.5m clear of track centre, shall be done only in the presence of contractor supervisor/Engineer employee authorised by the Engineer in charge/DFCCIL. No part of the road vehicle will be allowed at less than 3.5m from track centre.
- 5.32.1.4 The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to his equipment's & men and also

damages to Railway/DFCCIL & its passengers.

- 5.32.1.5 Engineer in charge/DFCCIL may impose any other condition necessary for a particular work or site.
- 5.32.1.6 Barricading with the help of portable fencing shall be provided in the length where the day's work is to be done in close vicinity of the track. The fencing shall consist of self-supporting steel column connected with at least 20 mm thick red nylon rope. The columns shall be of 1.2m height. This will be placed at a distance of 3.5 m from centre line of the nearest track. Payment will be made for this item as per tender document.
- 5.32.1.7 APM/Dy.PM shall issue competency certificate after checking license and their working to all drivers of nominated vehicle /machinery. Inspector at site shall ensure that the driver who does not possess competency certificate will not work at site.
- 5.32.1.8 If vehicle/ Machinery/ materials are to come within 3.5m of the existing track, work must be done under the presence of an official authorised to do safety works. A caution order shall be issued and track will be protected with the banner flags, hand signal lamps and detonators.
- 5.32.1.9 Normally, night working shall be avoided. However, in certain areas, the night working is unavoidable, the night working shall be permitted by DFCCIL. One official shall be specifically deputed to supervise the night working. The site /area where night working is to be done shall be adequate. Nothing extra shall be paid for this.

5.33 GENERAL CONSTRUCTION SAFETY:

- 5.33.1 Construction workers at site shall be provided with personal safety gear like reflective vest, helmet, leather shoes, gloves, eye-wear-approved as per construction industry standards. For persons working at pier top/girder level, temporary supports, hand railing, protection with help of ropes, slings and temporary railings shall be provided as per the standard norms.
- 5.33.2 In case of any damage to OFC/Cable of Railway occurred due to fault of contractor, a flat penalty of Rupees One Lac will be imposed.

5.34 DEMOLITION:

- 5.34.1 Before any demolition is commenced and also during the process of the work:
 - 5.34.1.1 All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - 5.34.1.2 No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - 5.34.1.3 All practical steps shall be taken to prevent danger to persons employed from

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risk of fire or explosion or flooding;

- 5.34.1.4 No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- 5.34.1.5 All necessary personal safety equipment as considered adequate by the Engineer/DFCCIL should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- 5.34.1.6 Workers employed on mixing asphaltic materials, cement and lime mortar shall be provided with protective goggles, shoes etc.
- 5.34.1.7 Workers engaged in white-washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
- 5.34.1.8 Workers engaged in welding works shall be provided with protective goggles.
- 5.34.1.9 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- 5.34.1.10 **Hindrance register:** This register will maintain the number of days when work could not progress / remained suspended and reason thereof.

The list given above is not exhaustive, contractor may be asked to maintain additional registers, if required by Engineer-in-charge/DFCCIL.

5.35 RATES:-

- 5.35.1 The rates entered in the accepted Schedule of Quantities and Rates, are intended to provide for works duly and properly completed as per contract conditions and specifications for the whole of the work as described under Scope and Details of work.
- 5.35.2 The rates quoted by tenderer and accepted by the Railway/DFCCIL Administration shall hold good till the completion of the work and no additional, individual claim shall be admissible on account of fluctuation in market rates, increase in taxes any other levies/tolls etc.
- 5.35.3 The contractor should note that the rates quoted shall accept as otherwise provided in contract embrace all operations necessary for the satisfactory completion of the work to finish and shall include all charges for handling, loading, transport, lead, lift, labour housing, sanitation, materials, machinery, tools and plants, fuel, electric power, workshop facilities, security, lighting etc. all other expenses of every kind.
- 5.35.4 The rates as given for the different items of work are deemed to be workable rates for the respective item of work without being dependent in any manner whatsoever on the quantity specified against the concerned item of work or on the rates and quantity specified for any

other item of work in Schedule of Quantities and Rates, part of the tender documents.

- 5.35.5 The rates quoted shall take into account the precautions and special arrangements necessary for execution of works under traffic conditions, with least disruption to traffic. No extra payment shall be admissible on this account under any circumstances. Railway/DFCCIL will however, arrange for blocks of traffic during work only to the extent as considered sufficient for the works by the Railways/DFCCIL. The Contractor will not be entitled for any compensation, if there be any delay in arranging these blocks or the block period be of shorter duration as considered by the Contractor.
- 5.35.6 The contractor/ agency shall give consent in a mandate form for receipt of payment through ECS/EFT/RTGS. Charges if any will be on account of the contractor. The Contractor/ agency shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type, Bank A/c No. and Bank and Branch Code as appearing on MICR cheque issued by the Bank. In case where ECS/EFT facility is not available, payment shall be released through A/c payee Cheque.
- 5.35.7 The contractor/ agency shall submit bills, in duplicate, to the CPM/DFCCIL/Ahmedabad office for the period. Bills having cutting and over-writing shall not be entertained unless authenticated by the user.
- 5.35.8 TDS as applicable shall be deducted from the bills of the contractor/ agency.
- 5.35.9 If the billed amount is found to be incorrect during the detailed scrutiny then penalty of 5% of the billed amount shall be imposed and deducted from the bill.
- 5.35.10 No price escalation is permitted and price escalation clause is not permitted in this tender.

5.36 QUANTITY VARIATION:-

- 5.36.1 The procedure detailed below shall be adopted for dealing with variations in quantities during execution of the contract:
- 5.36.2 The DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in the character position, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 5.36.3 Individual NS items in contracts shall be operated with variation of plus 25% and minus 50% payment would be made as per the agreement rate.
- 5.36.4 The variation in quantities as per the above formula will apply only to the Individual items of the contract.

5.36.5 Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and approval of competent authority of DFCCIL.

5.37 COMPLETION CERTIFICATE:

5.37.1 The work shall not be considered to have been completed in accordance with the terms of contract, until the Engineer in charge/DFCCIL shall have issued a certificate in writing to that effect. No approval of materials or workmanship or approval of any kind of work during progress or execution shall bind the Engineer in charge/DFCCIL or in any way prevent him from rejecting whole or a part of the work. The Engineer in charge/DFCCIL may with hold the issuance of the completion certificate; till such time such alteration modifications and / or reconstruction have been carried out ordered by him. All such alterations, modifications and / or reconstruction shall be carried out by the contractor at his own cost.

5.37.2 After the work is completed, the contractor/s shall give notice of such completion to the Engineer-in-charge/DFCCIL and within 30 days of receipt of such notice the Engineer-in-charge/DFCCIL shall have the work inspected and if there is no defect in the works, shall furnish the contractor/s with a certificate indicating the date of completion. However, if there are any defects, which in the opinion of the Engineer-in-charge/DFCCIL are rectifiable, he shall inform the contractor/s the defects noticed. The contractor/s after rectification of such defects shall notify the Engineer-in-charge/DFCCIL and then the Engineer-in-charge/DFCCIL on his part shall have it inspected again and issue the necessary completion certificate within 3 days, if the defects are rectified to his satisfaction, and if not be shall inform the contractor/s indicating defects yet to be rectified. The time cycle as above, shall continue.

5.37.3 In case defects noticed by the Engineer-in-charge/DFCCIL, or representative which in his opinion are notrectifiable but otherwise acceptable at reduced payment, work shall be treated as completed. The rates of such items for reduced payment will be worked out by DFCCIL. The decision of DFCCIL will be final and binding. In such case completion certificate shall be issued by the Engineer-in-charge/DFCCIL within 30 days indicating the unrectifiable defects for which specified reduction in payment is being made by him.

5.37.4 The contractor shall ensure removal of engineering debris after completion of the work. The final payments will be released by DFCCIL only when the debris has been removed by contractors.

5.38 TIME SCHEDULE:

5.38.1 The total time allowed for the completion of work is 6 months including mobilization of Man Power and machines etc. at site, to be reckoned from the date of issue of letter of acceptance by DFCC.

5.39 ADDITIONAL WORK:

- 5.39.1 Engineer of representative of DFCC shall have the power to make any alteration, deletion, addition or substitution in the original scope and specification of work and no claim whatsoever on account of the above shall be entertained except for the payment for the actual work done on agreed rates for original items of the contract and negotiated and approved rates for new item.

5.40 CONFLICT OF INTEREST:

- 5.40.1 Normally a company / firm individually or as a member of the JV/Consortium, who is awarded this work, will not be permitted to bid for the construct tender or design and construct tender for the same work.

6. SECTION-VI

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS-II

Name of work : Providing & Fixing of RCC boundary Post within ROW in the jurisdiction of Chief Project Manager/ DFCCIL/ Ahmedabad unit.

6.0 - NS/1 : SUPPLY OF PRECAST RCC M20 PILLAR :

The contractor shall supply Precast RCC M20 pillars/boundary mattams of size 150x150x900mm and shall supply the same at various specified locations as directed by the Engineer In Charge. The Item includes all costs of necessary material like cement, steel, stone aggregate, sand, water for casting and curing and all labour to be borne by the contractor. The rates shall be inclusive of the total cost of the finished product including one coat or more of painting and letter writing as directed by the Engineer In Charge. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Mode of Payment : Mode of payment for NS/1 item is Per No. However payment will be done after actual erection of the pillars done at site.

6.1 - NS/2 : ERECTION OF RCC M20 PILLARS AT SITE

The contractor shall erect the precast RCC M20 boundary mattams at site for demarcation of DFCC boundary as directed by DFCCIL Officials and at intervals specified by them. This item includes cost of requisite type of labour for collection of mattams/boundary pillars, cost of transportation from specified locations to the requisite locations for erection and fixing as directed by DFCCIL Officials and as per the design provided, including necessary excavation of earth, concreting and filling back the excavated earth as required as per site conditions including cost of sand, cement, aggregate, water etc. The pillars will also be engraved with details as directed by DFCCIL. No other charges shall be paid by the DFCCIL over and above the accepted rates.

Mode of Payment : Mode of payment for NS/2 item is Per No. However payment will be done after actual erection of the pillars done at site.

7. SECTION-V : SCHEDULE OF APPROXIMATE QUANTITIES

Schedule of Items						
Name of Work: Providing & Fixing of RCC boundary Post within ROW in the jurisdiction of Chief Project Manager/ DFCCIL/ Ahmedabad unit.						
Sr. No	Item No.	Description of Item	Unit	Quantity	Rate	Amount
1.	NS/1	Supplying Pre-cast RCC M20 Pillars of 150x150x900mm at site as directed by DFCCIL.	Per No.	6558	306.29	2008649.82
2.	NS/2	Erection at site precast RCC M20 Pillars/boundary mattams for demarcation of DFCC boundary in M10 CC as per drawing given by DFCCIL	Per No.	6558	174.47	1144174.26
Total						3152824.08
Quoted % age above, below or At-par						In Figure
Quoted % age above, below or At-par						In Words

The rate of NS item no.1 for RCC pillars has been calculated on the basis of dimensions (150x150x900 mm). If there is any change in dimensions of R.C.C Pillars, the rate will be varied on prorata basis.

1. The above rates are inclusive of all taxes.
2. The tenderer is required to quote a single flat percentage above or below (in both words & figures) the rates given in schedule. This flat percentage will be applicable for all the items in schedule. In case of discrepancy, rate quoted in words shall prevail.
3. For RCC pillars has been calculated on the basis of dimensions (150x150x900mm). If there is any change in dimensions of R.C.C Pillars, the rate will be varied on prorata basis.
4. Quantity of excavation & back filling including in item for fixing of RCC pillars.
5. Painting & Lettering of Boundary post to be done as per Engineer in Charge/DFCCIL.

Declaration by the tenderer

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

Signature of tenderer/s

Address:

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

Self Certificate

- a. I/We have downloaded the tender form from the internet site www.dfcc.in and www.dfccil.org. and I/we have not tampered/ modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.

- b. I/we are submitting a demand draft No..... datedissued by for Rs.. towards the cost of tender form.

- c. I/We certified that I/we am/are not black listed or debarred by DFCCIL or Railways or any other Ministry/Department of the Government of India/State Government from participation in tenders/contract on the date of opening of tenders/Tenders.

Signature of the Tenderer/s:

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

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

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

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

1. We.....indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the DFCCIL stating that the amount claimed is by way of loss or damage caused to or suffered by the DFCCIL by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
2. We under take to pay to the DFCCIL any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/ supplier(s) shall have noagainst us for making such payment.
3. We,(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the

Tender No. "DFCC/ADI/Boundary Post/12/2014"

performance of the said Agreement, including Maintenance/ Warrantee Period, and it shall continue to be enforceable till dues of the DFCCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or tilloffice/Department/ DFCCIL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the we shall discharge from all liability under this guarantee thereafter.

4. We,(indicate name of the Bank) further agree with the DFCCIL that the DFCCIL shall have the fullest liberty without our consent and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the DFCCIL against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the DFCCIL or indulgence by the DFCCIL to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/ Supplier(s).
6. We,(indicate the name of Bank)undertake not to revoke this guarantee during its currency except with the previous consent of the DFCCIL in writing.

Dated thisday of.....2014

For. _____

(Indicate the name of the Bank)

Signature of Tenderer(s)

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

(Name, Designation and address of the signatory)

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

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

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

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.

CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL

I/WE THE UNDER SIGNED HEREBY SOLEMNLY DECLARE AND CERTIFY THAT I /WE DO NOT HAVE ANY OF OUR RELATIVE/RELATIVES EMPLOYED IN THE DFCCIL EXCEPT THE NAMES MENTIONED HEREIN UNDER :

1.....

2.....

3.....

AND SO ON

NOTE:- NAMES, DESIGNATION, NAME OF OFFICE, HEADQUARTER OF THE TENDERER(S)'S RELATIVE IN DFCCIL TO BE MENTIONED BY THE TENDERER(S)/TENDERER(S)S IN 1,2,3 AND SO ON ABOVE.

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

Details of works completed in last three financial years including current financial year									
Sr. No	Name of Work	Acceptance letter no	Date of Acceptance letter	Organization for whom work is being done	Final Cost of Work	Date of commencement of Work	Date of Actual completion of Work	Certificate /Credentia l available at Page No	Remarks
1	2	3	4	5	6	7	8	9	10
<p>NOTE:- The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out. The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be duly attested by a gazetted officer.</p>									

Details of works under progress in last three financial years including current financial year									
Sr. No	Name of Work	Acceptance letter no	Date of Acceptance letter	Organization for whom work is being done	Final Cost of Work	Date of commencement of Work	Date of Actual completion of Work	Certificate /Credentia l available at Page No	Remarks
1	2	3	4	5	6	7	8	9	10
<p>NOTE:- The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out. The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be duly attested by a gazetted officer.</p>									

Tender No. "DFCC/ADI/Boundary Post/12/2014"

**END
OF
DOCUMENT**