

Tender No. "DFC-ADI-EL-WELD-PT-21-22R1"



डेडीकेटेडफ्रेटकोरीडोरकॉर्पोरेशन ऑफ इण्डिया लि.

(रेल मंत्रालय का उपक्रम)

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.**

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

B/3<sup>rd</sup> floor, 4-D Square Mall, Opp. Vishwakarma Engg. College, Visat-  
Gandhinagar Highway, Ahmedabad-380005

**Name of Work:-** Providing Power supply points for welding near ramp line at New Palanpur yard for TOT(RO RO) rake maintenance.

**SINGLE PACKET OPEN ONLINE E-TENDER**

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

E-tendering site- <https://www.ireps.gov.in> / its link at [www.dfccil.com](http://www.dfccil.com)

(Help desk of IREPS: 011 -23761525)

**Tender No- DFC-ADI-EL-WELD-PT-21-22R1**

**TENDER DOCUMENT  
NOT TRANSFERABLE**

**CHECK LIST**

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

**Dedicated Freight Corridor Corporation of India Ltd.,**  
B/3<sup>rd</sup> floor, 4-D Square Mall, Opp. VishwakarmaEngg. College, Visat -Gandhinagar Highway,  
Ahmedabad-380005

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Gandhinagar Highway, Ahmedabad-380005

## **Forwarding letter by Tenderer(s)**

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

**Name of Work: -Providing Power supply points for welding near ramp line at New Palanpur yard for TOT(RO RO) rake maintenance.**

**Ref:**

I/We..... have read the various conditions of tender attached hereto and hereby agree to aTender 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. 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. **20,700/-** has been forwarded as Earnest Money. The value of the Earnest Money shall stand forfeited without prejudice to any other rights or remedies if:

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

OR

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

OR

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

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

Signature of Tenderer(s)/Tenderer(s)

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

Signature of Witness

## **Instruction to Tenderer for Online Tendering**

**General:-**Submission of Online Tenders is mandatory for this Notice Inviting Tender. E -Tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL has decided to use the portal E-tendering site-<https://www.ireps.gov.in> / its link at [www.dfccil.com](http://www.dfccil.com) (Help desk of IREPS: 011 - 23761525). Benefits to Suppliers / service providers are outlined on the Home page of the portal.

Instructions:-

### **1. Online Tendering Methodology:**

Online Tender System

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

- a. Procure a Digital Signing Certificate (DSC)-It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ("CA") to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in) ), in the name of the person who will submit the Online tender and is authorized to do so.
- b. Register on Electronic Tendering System (ETS)-To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the IREPS ([www.ireps.gov.in](http://www.ireps.gov.in)) and to have User ID and Password
- c. View Notice Inviting Tender (NIT) on [www.ireps.gov.in](http://www.ireps.gov.in).
- d. Download Official copy of Tender Documents on [www.ireps.gov.in](http://www.ireps.gov.in)
- e. Tender Submission on [www.ireps.gov.in](http://www.ireps.gov.in) : Prepare & arrange all documents/papers for submission of Tender.
- f. Attend Public Online Tender Opening Event (TOE) on ETS.

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

### **Note:**

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

**3. Digital Certificate**

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

**4. Registration:**

To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with the IREPS ([www.ireps.gov.in](http://www.ireps.gov.in)) and to have User ID and Password.

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

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

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

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

7.1 EMD have to be deposited through e-payment only. Payments against this tender towards tender document cost is to be done before the schedule date and time of submission of the tender otherwise the Bid will not be considered.

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

7.3 Copy of PAN card

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

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

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

7.7 Power of Attorney

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

7.9 Copy of E.P.F. registration.

7.10 Copy of ESI Certificate.

7.11 Copy of service tax registration no.

7.12 Certificate for no relative being an employee in DFCCIL.

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

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

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

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

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

In this TENDER, the Tenderer has to participate in e-Tendering online. The scanned copy of receipt of EMD duly indicating UTR number is to be uploaded.

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

**Other instructions**

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

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



**1. SECTION:-1**

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.**  
**(A Public Sector Undertaking of Ministry of Railways)**  
 B/3<sup>rd</sup> floor, 4-D Square Mall, Opp. VishwakarmaEngg. College, Visat -  
 Gandhinagar Highway, Ahmedabad-380005

**NOTICE FOR INVITING TENDERS (ON LINE e tender)**

|    |  |  |
|----|--|--|
| 1  | Tender No.   | <b>DFC-ADI-EL-WELD-PT-21-22R1</b>  |
| 2  | Name of Work   | <b>Providing Power supply points for welding near ramp line at New Palanpur yard for TOT(RO RO) rake maintenance.</b>  |
| 3  | Estimated Cost of Work                                       | <b>₹ 10,35,710/-</b>   |
| 4  | Completion Period  | <b>Six Months</b>  |
| 5  | Type of TENDER   | <b>Single Packet Open E-Tender</b>   |
| 6  | Earnest Money Deposit  | <b>₹ 20,700/-</b>  |
| 7  | Availability of tender documents                             | <b>up to 13:00 Hrs. of 25.03.2022.</b>   |
| 8  | Date and time of online submission of filled tender document | <b>up to 14:00 Hrs. of 25.03.2022.</b>   |
| 9  | Date and time of opening of tender                           | <b>at 15:00 Hrs. of 25.03.2022.</b>  |
| 10 | Address for Communication                                    | Office of Chief General Manager,<br>Dedicated Freight Corridor Corporation of India Ltd.,<br>B/3 <sup>rd</sup> floor, 4-D Square Mall, Opp. VishwakarmaEngg. College,<br>Visat -Gandhinagar Highway, Ahmedabad-380005.<br>Email- <a href="mailto:apatel@dfcc.co.in">apatel@dfcc.co.in</a> , <a href="mailto:vmugada@dfcc.co.in">vmugada@dfcc.co.in</a><br>Ph. 079-22175107 |
| 11 | E-Tendering Web site   | <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> , Tender notices are also available at DFCCIL website: <a href="http://www.dfccil.com">www.dfccil.com</a> as well as on Central Public Procurement portal website : <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> . Any Corrigendum/addendum, if any, will be posted on above web site only.         |
| 12 | Help Desk No.  | <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> For any help in connection with E-tendering & matter relating to Digital signature, please contact 'Help Desk' available on left Navigation Block of home page of the site <a href="http://www.ireps.gov.in">https://www.ireps.gov.in</a> . and phone No. 011-23761525  |

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

**2. SECTION:-2****Invitation for Tenders (IFT)****Dear Sir/Madam,**-----  
-----

**Chief General Manager**, DFCCIL, Ahmedabad, for and on behalf of DFCCIL invites, Tenders in Single Packets Open Tender system, from the tendering firms for electrical works as per section-5.

**2.1 SCOPE OF WORK**

2.1.1 The contractor will be required to carry out the work as per stipulated quantities specified (As per SECTION -5) of the tender document.

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

| S.No | Tender No.  | <b>DFC-ADI-EL-WELD-PT-21-22R1</b>  |
|------|---|--|
| 1    | Name of Work  | <b>Providing Power supply points for welding near ramp line at New Palanpur yard for TOT(RO RO) rake maintenance.</b>  |
| 2    | Estimated Cost of Work                                  | <b>₹ 10,35,710/- (Rs Ten Lakh Thirty Five Thousand Seven Hundred Ten only)</b>   |
| 3    | Completion Period                                       | <b>6 Months</b>  |
| 4    | Availability of tender document                         | <b>Up to 13.00 hrs. on 25.03.2022.</b>   |
| 5    | Type of Tender  | <b>Open E-Tender, single packet</b>  |
| 6    | Earnest Money Deposit                                   | <b>₹ 20,700/-</b>  |
| 7    | Date and time of online submission of E-Tender document | <b>up to 14:00 Hrs. of 25.03.2022.</b>   |
| 8    | Date and time of online opening of E-Tender             | <b>25.03.2022 at 15.00 hrs.</b>  |
| 9    | Validity of Offer                                       | 90 Days from the date of opening of tender   |
| 10   | Address for Communication                               | Office of Chief General Manager,<br>Dedicated Freight Corridor Corporation of India Ltd., B/3 <sup>rd</sup> floor,<br>4-D Square Mall, Opp. Vishwakarma Engg. College, Visat -<br>Gandhinagar Highway, Ahmedabad-380005.<br>Email- <a href="mailto:apatel@dfcc.co.in">apatel@dfcc.co.in</a> , <a href="mailto:vmugada@dfcc.co.in">vmugada@dfcc.co.in</a> ,<br>Ph. 079-22175107 |

- 2.2.1 Payment of EMD in respect of e-tendering should accepted through net banking or payment gateway only before the schedule date and time of submission of tender otherwise the Bid will not be considered/shall be summarily rejected.

**Note:** Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on IREPS (e-tender portal).

- 2.2.2 The Tenders are also available on company’s website [www.dfccil.com](http://www.dfccil.com) and as well as on Central Public Procurement portal website:[www.eprocure.gov.in](http://www.eprocure.gov.in)

No Tender document will be available offline. Downloading Tender documents online and uploading of tenders online is mandatory.

### 3. SECTION 3 Information and Instructions to Tenderer(s)

#### 3.1 INFORMATION

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

- 3.1.12 A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the Tenderer(s). The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also be prepared on the basis of master document kept in the office of tender inviting authority.
- 3.1.13 The Tenderer(s) downloading the documents from internet must keep themselves updated through the website from which the tender document is downloaded regarding corrigenda, if any, to the notice inviting tender or the tender document, which shall be uploaded in the same website.
- 3.1.14 Any willful changes/deletion/addition in printing carried out in the tender documents shall be viewed very seriously, whether detected at the time of opening/award of tender or after award of work and the same may result in penal action including banning of further business with the defaulting Tenderer(s). In addition, the Tenderer(s) are liable to be prosecuted for the same as per law.
- 3.1.15 The Tenderer(s) whether a sole proprietor, a limited company or a partnership firm, if they want to act through agent or individual partner/partners should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public, or by Magistrate in favor of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

## 3.2 SUBMISSION OF TENDER

3.2.1 All Tenders shall be submitted "Online"

- a) Tender No:- as mentioned in NIT in SECTION-I of the tender document.
- b) Name of the work:-as mentioned in NIT in SECTION-I of the tender document.
- 3.2.2 Venue of submission of tender:- No Tender will be accepted /received offline or in any office.
- 3.2.3 The mandatory seal & signed of all pages should be submitted online not later than date and timings mentioned as in NIT in Section-I of the Tender document.
- 3.2.4 Payment of EMD in respect of e-tendering should accepted through net banking or payment gateway only before the schedule date and time mentioned as in NIT Sr. No. 9 of Section-I of the tender document, otherwise the Tender will not be considered / shall be summarily rejected.

### **3.3 TENDER OPENING**

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

### **3.4 GENERAL INFORMATION**

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

### **3.5 VALIDITY OF PROPOSAL**

- 3.5.1 The Tenderer(s) shall keep their offer open for a minimum period of 90 days from the date of opening of the Tender, being extended further if required by mutual agreement from time to time. The Tenderer(s) cannot withdraw their offer within the period of validity / extended validity.

### **3.6 TENDER FEE**

NIL

### **3.7 EARNEST MONEY**

- 3.7.1 Payment of EMD in respect of e-tendering should accepted through net banking or payment gateway only before the schedule date and time of submission.
- 3.7.2 The Tenders without valid EMD will be summarily rejected.
- 3.7.3 Earnest Money shall be forfeited in case of revocation of Tender or increase in rates or change (s) in any terms & conditions after opening of the tender and before the expiry of validity of the Tender.
- 3.7.4 If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the Tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by DFCCIL that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- 3.7.5 The EMD of all unsuccessful Tenderer(s) except that of the successful Tenderer(s) will be discharged/ returned after the award of the contract. The EMD of successful Tenderer(s) will be adjusted against the security deposit amount. No interest will be paid by DFCCIL on the above EMD amount.
- 3.7.6 All Micro and Small Enterprises (MSEs) who are having UdyogAadhar Memorandum shall be given all benefits towards Earnest Money (EMD) in terms of Railway Board Letter No.2010/RS/(G)/363/1 dated 31.3.2016

The bidders who fail to submit UdyogAadhar Memorandum (UAM) number shall not be able the benefits available to MSEs as contained in public procurement policyfor MSEs order 2012 issued by MSME and as per Corporate office, DFCCIL letter No. HQ/GGM/Admin/MSME dated 28.03.2018

### **3.8 ELIGIBILITY CRITERIA**

- 3.8.1 The Tenderer(s) should satisfy the minimum Eligibility Criteria as laid down in the tender document and in support of eligibility criteria, the Tenderer(s) should have to submit documents as stipulated in clause 4.14 of tender document along with their tenders.

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

- 3.9.1 The Tender must contain the full name, designation and complete address of place of business of the person(s) signing the Tender. Tender(s) shall furnish "BRIEF DETAILS OF THE TENDERER(S)" (Annexure-I).
- 3.9.2 The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer(s). Any individual or individuals

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

- a) As a Sole Proprietor of the firm or Attorney of the Sole Proprietor; or
  - b) As a Partner or Partners of the firm; or
  - c) As a Director, Manager or Secretary in a Limited Company etc.
- 3.9.3 The Tenderer(s)/s whose tender is accepted will be required to appear at the office of the ChiefGeneralManager, DFCCIL, B/3<sup>rd</sup> floor, 4-D Square Mall, Opp. VishwakarmaEngg. College, Visat- Gandhinagar Highway, Ahmedabad-380 005, in person or in case of firm or corporation, a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited.

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

- 3.10.1 Tenderer(s)'s have to quote the commission/ service charges in terms of a flat single percentage (%) in the schedule-I of the document. This percentage shall be applicable on each item of the schedule-I uniformly.
- 3.10.2 Rates are inclusive of labour, material, all statutory taxes and obligations of Central Govt. and State Govt/ local bodies as applicable at the time of the opening of the tender, unless otherwise specified separately in this tender document. The Tender prices shall be in Indian rupees only.
- 3.10.3 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 taxes and duties. GST will be reimbursed by DFCCIL as per clause 4.24.  
TDS on GST shall be applicable as per extent rules.  
The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the contractor and detected subsequently shall be sole responsibility of the contractor and his legal heirs.
- 3.10.4 Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure.
- 3.10.5 All information in the Tender shall be in English and Hindi only. Failure to comply with these requirement will render the Tender liable for rejection.

### **3.11 PROPOSAL EVALUATION**

- 3.11.1 A single stage procedure shall be adopted in evaluating the proposals.



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

### **3.12 ENGAGEMENT OF PERSONNEL**

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

### **3.13 AWARD OF CONTRACT**

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

### **3.14 Tender documents are not transferable.**

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

### **3.16 CONFIDENTIALITY**

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

**3.17 CHECK LIST**

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

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

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

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

### **4.1 DEFINITIONS**

Unless excluded by or repugnant to the context:

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

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

## 4.2 GENERAL INFORMATION

- 4.2.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.
- 4.2.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).
- 4.2.3 Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).
- 4.2.4 The Client requires that Tenderer(s) provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 4.2.5 A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.
- 4.2.6 It is the DFCC's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:
- a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
    - 1) "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
    - 2) "**fraudulent practice**" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
    - 3) "**collusive practices**" means a scheme or arrangement between two or more Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
    - 4) "**coercive practices**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - b) will reject a proposal for award if it determines that the Tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
  - c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in

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

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

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

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

### **4.4 INTERPRETATION**

In the contract, except where the context requires otherwise:

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

### **4.5 LANGUAGE OF CONTRACT**

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

### **4.6 ENTIRE AGREEMENT**

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

### **4.7 MODIFICATIONS**

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

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

- 4.8.1 Before submitting a tender, the Tenderer(s) will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to

be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions of the General/ Special Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

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

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

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

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

#### **4.11 PARTNERSHIP DEED**

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

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

4.12.1 On acceptance of tender the successful Tenderer(s) shall have to submit performance guarantee amounting to 3% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or scheduled bank in favour of **DFCCIL, Ahmedabad**. The Performance Guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15 percent per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA.

- 4.12.2 This guarantee shall be initially valid up to the stipulated date of completion of work plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 4.12.3 The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.
- 4.12.4 Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 4.12.5 The DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of :
- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the DFCCIL may claim the full amount of the Performance Guarantee.
  - b) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by DFCCIL.
  - c) The contract being determined or rescinded under provision of the Contract Agreement, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.
- 4.12.6 The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease.)

In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 3% (Three percent ) for the excess value over the original contract value shall be deposited by the contractor.

On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance guarantee amounting 3% (Three percent) of the decrease in the contract value shall be returned to the contractor. The PG amount in excess of required PG for decreased contract value, available with DFCCIL, shall be returned to contractor as per their request duly safeguarding the interest of DFCCIL.



#### **4.13 SECURITY DEPOSIT**

- 4.13.1 The security deposit, the rates for which are given below, will be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 4.13.2 Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery /mode of recovery shall be as under:
- a) Security Deposit for each work should be 5% of the contract value
  - b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered,
  - c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD shall be accepted towards Security Deposit.
- 4.13.3 The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period i.e after 365 days of the satisfactory completion of the work.
- 4.13.4 No interest will be payable upon the Security Deposit or amounts payable to the Contractor under the Contract.

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

#### **4.15 AGREEMENT:**

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

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

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

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

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

#### **4.18 FORCE MAJEURE**

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

#### **4.19 INDEMNITY**

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

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

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

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

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

#### **4.22 INCOME TAX**

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

#### **4.23 GST**

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

Any modification in tax provision in future by Government will be binding on the contractor with immediate effect.

- 4.23.2 The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST

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

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

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

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

- 4.25.1 All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and shall not be reimbursed to him on any account unless otherwise specified in the Tender. The tender shall be inclusive of all taxes levies as mentioned in 4.24 above.
- 4.25.2 Further DFCCIL shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi etc. At the time of quoting/bidding contractor should bear the above fact in mind.

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

##### 4.26.1 If the Firm/Contractor

- a) becomes bankrupt or insolvent, or,
- b) makes arrangements with or assignment in favor of his creditor; or agrees to carry out the contract under a committee of inspection of his creditors or
- c) being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d) has execution levied on his goods or property or the works, or
- e) assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of' this contract, or
- f) abandons the contract, or
- g) persistently disregards instructions of the DFCCIL official or contravenes any provisions of the contract, or
- h) fails to take steps to employ competent and / or additional staff and labour, or
- i) promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL, or
- j) Suppresses or gives wrong information while submitting the tender.

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

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

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

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

#### **4.28 LABOUR RULES**

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

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

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

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

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

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

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

4.31.2 Mutual Settlement

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

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

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

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

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

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

**4.34 SUBSTITUTE ARBITRATORS:**

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

**4.35 INTEREST ON AWARDED AMOUNT**

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

**4.36 SETTLEMENT THROUGH COURT**

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

**4.37 EXCEPTION**

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

**4.38 JURISDICTION OF COURTS**

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

## 5. SECTION 5

### SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

**Name of work:** Providing Power supply points for welding near ramp line at New Palanpur yard for TOT(RO RO) rake maintenance.

#### 5.1.1 INTRODUCTION:-

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.

CGM/Ahmedabad unit have jurisdiction from Iqbalgarh to Makarpura, Gujarat.

#### 5.3.1 Definitions

In the Conditions of Contract, the following terms shall have the meanings assigned here under except where the context otherwise requires:

- i) "Railway/DFCCIL" shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL/Railway/DFCCIL or of the successor DFCCIL authorized or any other officer of DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
- ii) "CHIEF GENERAL MANAGER" shall mean the officer in administrative in-charge of the project in charge of (Rewari to Madar) and shall mean and include their successors, of the successor DFCCIL.
- iii) "GENERAL MANAGER" shall mean the officer in charge of lot wise or department /S&T/Electrical/Finance wise (Engineering department) of the DFCCIL include their successors of and shall mean and the successor DFCCIL.
- iv) "DEPUTY CHIEF PROJECT MANAGER" shall mean the officer in charge of lot wise or department /S&T/Electrical/Finance wise (Engineering department) of the DFCCIL include their successors of and shall mean and the successor DFCCIL.
- v) PROJECT MANAGER/ DEPUTY PROJECT MANAGER/ASSISTANT PROJECT MANAGER shall mean the officer department wise (Engineering /S&T/ Electrical/ Finance Department) of the DFCCIL and shall mean and include their successors of the success of DFCCIL.
- vi) "TENDER or BID" means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, or Consortium for the execution of the works.
- vii) "TENDERER" shall mean the person/ the firm or company whether incorporated or not who tenders for the work with a view to execute the works on contract with DFCCIL and shall include their personal representatives, successors and permitted assigns.



- viii) "WORKS" shall mean the works contemplated in scope and schedules set forth in the tender forms and required to be executed according to terms and condition mentioned.
- ix) "Bill of Quantities (B.O.Q.)" / "Schedule of Rates" means list of items of work, their quantities and rates as accepted and forming part of contract agreement.
- x) "EMPLOYER" means the Dedicated Freight Corridor Corporation of India Limited, A Govt. of India Undertaking (DFCCIL in abbreviation) acting through its Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.
- xi) "CONTRACT" shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Tender Form, and Instructions to the Tenders and other Tender Documents.
- xii) "CONTRACTOR" shall mean the person or firm, company, corporation, whether incorporated or not who enters into the contract with DFCCIL and shall include legal representatives of such individual or persons comprising such firm or company or successors of such firm or company as the case may be such individual, or firm or company.
- xiii) "ENGINEER OR ENGINEER IN CHARGE" means the Chief General Manager of DFCCIL/ Ahmedabad(Employer), or any other officer authorized by the Employer to act on his behalf and for the purpose of operating the contract. "Engineers Representative" shall mean officer authorized by DFCCIL in direct charge of works.
- xiv) "ACCEPTING AUTHORITY" shall mean the Chief General Manager/Ahmedabad of DFCCIL or any other officer authorized for dealing with the works for the purpose of this tender/Contract.
- xv) Definitions mentioned in these tender documents elsewhere will be followed. In Case there is an ambiguity in any definition, the decision of CHIEF GENERALMANAGER /Ahmedabad / DFCCIL regarding the interpretation shall be final and binding.

5.3.2 GENERAL DESCRIPTION OF SITE AREA,CLIMATIC CONDITIONS AND SYSTEM PARTICULARS

1. The tenderer(s) are requested to visit the area of work and ascertain himself/themselves with the proposed works / services, surroundings and prevailing law and order conditions.
2. The location of work is located in the state of Gujarat.

5.3.3 SCOPE OF WORK:-

1. **Providing Power supply points for welding near ramp line at New Palanpur yard for TOT(RO RO) rake maintenance.**

2. The brief scope of work covers "Providing Power supply points for welding near ramp line at New Palanpur yard for TOT(RO RO) rake maintenance."
3. Place of work- In the jurisdiction of DFCCIL, Iqbalgarh to Makarpura(Vadodara) section under CGM Ahmedabad. The work shall be executed under supervision of authorized representative of CGM/ADI or GM/EL/ADI. If required by DFCCIL any other station/Site may be included under Schedule of work and no additional charges shall be given for this.
4. Quantities in schedule annexed to Contract- The quantities set out in the accepted schedule of rates with item of work quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfillment of his obligations under the contract. The actual/final quantity shall be executed as per approved design and drawing which is to be prepared by contractor if required. All the design calculations, if any, shall be done by contractor before execution of work. The contractor shall be responsible for any wastage of material due to mistake in design calculations.
5. New item of work – If during execution of the work, the contractor is called upon to carry out any new item of work not included in schedule of prices, the contractor shall execute such work at such prices as may be mutually agreed with the purchaser before commencement.
6. If required by DFCCIL, the contractor have to execute some portion of work as per/under the tender schedule at new location (at the same rate/ Price) over Gujarat.

5.3.4 LOCAL CONDITIONS :

1. It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. The DFCCILs shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of completion of work on account of any local condition or factor shall be entertained after the offer is accepted.
2. The intending tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender papers are adequate and all inclusive, for the completion of works to the entire satisfaction of the DFCCILs.
3. In the event of the intending tenderer desiring to have a field survey before furnishing his tender/quotations, he may apply to DFCCILs for permission in this regard. The DFCCILs will give such permission in writing but all the expenses in this regard will be borne by the tenderers.
4. The intending tenderer is advised to study the tender papers carefully, any submission of a bid by the tenderers shall be deemed to have been done after a careful study and examination of these documents with full understanding of the

implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his offer. Failure to adhere to anyone of these instructions may render his offer liable to be ignored without any references.

5.3.5 INTEGRATION WITH EXISTING WORKS:

The tenderer should keep in mind, visit the location of works, take due note and give proper consideration of integrating the new works (sometimes on replacement account) with the existing system.

5.3.6 ELECTRIC SUPPLY:

The contractor shall make his own arrangements for electricity required by him for the purpose of execution of the contract. However, the DFCCIL shall arrange the required power supply for testing and commissioning of the works completed by the contractor.

5.3.7 SCHEME OF WORK AND PROGRESS REPORT:

1. The Contractor shall within fifteen (15) days of the date of award of the contract submit a BAR/PERT CHART and scheme for the execution. The contractor shall indicate in the form of notes of the assumptions and the basis adopted for the preparation of this BAR/PERT CHART.
2. The contractor shall submit a monthly progress report detailing the actual progress made in all activities as compared to the above BAR/PERT CHART. The monthly progress report shall indicate the reasons for the variations if any between the schedule quantities and actual progress, the action proposed and corrective measures required wherever necessary.

5.3.8 INDIRECT TAXATION

In the event of any new indirect taxation being imposed after the date of opening of tender and of being of such a nature that the contractor has to bear additional cost of material directly on account of such additional taxation the purchaser shall reimburse the contractor for such additional costs on receiving satisfactory proof that such taxation was legally leviable and that the contractor has actually incurred the additional costs.

5.3.9 FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemic, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance, and works

under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

5.3.10 AGREEMENT:

The successful tenderer shall within 14 (fourteen) days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and lodge the same with purchaser together with the conditions of contract, specification and schedule of prices referred to therein duly completed.

5.3.11 A)EXPENSES OF CONTRACTOR DRAWINGS ETC.:

Any calculation, designs, drawings, schedules information, progress charts etc. required by the purchaser's Engineers in connection with the contract, shall be furnished by the contractor at his own expenses.

B) CONTRACTOR'S DRAWINGS:

If required, before execution of the work the contractor shall submit to the purchaser for approval, three copies of all required drawings, work schedule program which are necessary to ensure correct/ satisfactory performance as detailed in tender papers.

5.3.12 SUB CONTRACTORS

The contractor shall not sublet any part of the work under this contract for the purpose of this. However contractor may enter into contract with supplier for supply of the material for the purpose of this work. However such suppliers should be approved sources of RDSO for materials for which RDSO approved sources are available.

5.3.13 DEFAULT AND DELAY

1. The contractor shall execute the work with due diligence and expedition keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer's representative in connection with the work or contrivance the provision of the contract or the progress of work lags persistently behind the time schedule due to his neglect, the purchaser shall be at liberty to give seven (7) days' notice in writing to the contractor requiring him to make good the neglect or contravention complained and should the contractor fail to comply with requisition made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part, out of the contractor's hands without any further reference and get the work or any part thereof as the case may be completed by other agencies at expense of the contractor without prejudice to any other right or remedy of the purchaser.

2. LOSS SUSTAINED DUE TO DEFAULT AND DELAY:

In the event of any loss to the purchaser on account of execution and/or completion of the work or any parts thereof by agencies other than the contractor, the contractor shall be liable to reimburse the loss to the purchaser without prejudice to any other right and remedies of the purchaser, and as the case may be met at the option, of the purchaser, from out of all or any of the following sources viz.

- I) Any amount due and payable to the purchaser on any account whatsoever.
- II) The contractor's security deposit with the purchaser so far as available and
- III) Any other assets whatsoever belonging to contractor.

5.3.14 CONTRACTOR'S RESPONSIBILITY FOR DISCREPANCY:

1. All designs and drawings submitted by the contractor shall be based on thorough study and shall be such that the contractor is satisfied about their suitability. The purchaser's approval will be based on these considerations. Notwithstanding approval communicated by the purchaser, during the progress of the contract for designs and drawings, proto type samples of material after inspection of materials after erection and adjustments to installations the ultimate responsibility for correct designs and execution of work shall rest with the contractor.
2. The contractor shall be responsible for and bear and pay the costs for any alteration of works arising from any discrepancies errors or omissions in the design and drawings supplied by him, whether such designs and drawings have been approved by the purchaser or not.

5.3.15 **Provision of Efficient and Competent Staff at Work Sites by the Contractor:**

- i. 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 and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- ii. The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- iii. In the event of the Engineer 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 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 Clause 62 of these conditions.

5.3.16 Deployment of Qualified Engineers at Work Sites by the Contractor:

1. The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s).
2. In case the Contractor fails to employ the Engineer as mentioned in tender document, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.

5.3.17 WORKS BY OTHER AGENCIES:

Any other works undertaken at the same time by the purchaser or the DFCCIL direct or through some other agency at the same site where the contractor is carrying out his work will not entitle the contractor to prefer any claim, regarding any delays or hindrance he may have to face on this account. The contractor shall comply with any instructions which may be given to him by the purchaser in order to permit simultaneous execution of his own works and of those undertaken by other contractors or the DFCCIL without being entitled on this account to any extra charge.

5.3.18 ACCESS TO WORK SITE:

- i. The purchaser shall afford access to the site for the purpose of this contract to the contractor at all reasonable times. In the execution of the work, no person other than the contractor or his only appointed representatives or approved sub-contractor and bona-fide workman shall have access to site. Access to the site of work at all times shall be allowed by contractor to officials or approved representative of the purchaser or to DFCCIL staff for purpose of maintenance.
- ii. The purchaser or his authorized representative shall have the right to refuse admission to the work site to any. Person employed by the contractor to whom the purchaser or his engineer may consider undesirable.
- iii. The engineer or his representative shall be at liberty to object to the presence of any representative or other person employed by the contractor in or about the works on the ground of misconduct, incompetence or negligence, the contractor on receipt of notices of such objection in writing, shall forthwith remove the person so objected to and provide in his place another competent person and shall not allow such person to enter the site of work subsequently. The purchaser will not be able to pay any cost or damage on this account.

5.3.19 PENALTY FOR DELAY IN COMPLETION:

- a. If the contractor fails to execute and complete the work within time specified in the agreement or within the period of extension granted except in so far that the delay is on the purchaser's account; the contractor shall accept reduction in the total amount payable to him by the purchaser at the rate of ½% (half percent) per week of the contract value for the actual delay occurred and until the work shall have been completed under the contract and such reduction shall be accepted by the purchaser in full satisfaction of the contractor's liability arising from delay only. The Engineer shall at his sole discretion, specify a time limit within which the unfinished portion of the work shall be completed. In the event of failure of the contractor, the purchaser shall be at liberty to take action in accordance with provision in General Conditions of Contract July 2020(Part-II) of

Indian Railway, along with latest correction slips and amendments.

- b. Extension of time- If aforesaid shall have arisen from any cause which the purchaser may admit as being a responsible ground for extension of time the purchaser shall allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstances of the case.
- c. The contractor in the presence of the purchaser or his representative shall carry out tests as required under the specification as soon as possible after commissioning. The contractor at his own expense shall carry out any other additional test that the purchaser may prescribe for testing the satisfactory operation of the plants. Necessary electrical power required in C/W the test will be supplied free of any charges by the purchaser. The contractor shall submit six copies of the results to the purchaser for acceptance. The contractor shall also submit 6 copies of the manufacturer's test certificates for equipments such as motor, cable etc.
- d. Should the result of the test not be satisfactory, an extension of one month will be granted to the contractor to make good the defects and or any deficiencies pointed out by the purchaser a fresh test will then be carried out after the contractor has attended to the defects and deficiencies. If these do not yield satisfactory results, the purchaser may proceed at the contractor's expense, by all means as deemed expedient to have installation made satisfactory until they comply with the specification, approved drawings and designs.
- e. In such a case or in a case of delay in completion of the work under this contract within the time limit, the purchaser reserves the right to get the work completed by contractor as per provisions of contract. The purchaser will give to the contractor for this purpose 7 days previous notice. The contractor shall then take at his own expense all necessary steps to complete the works in accordance with the provision of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reason other than for which the contractor is responsible, the "Provisional Acceptance Certificate" shall be issued at or within a mutually agreed reasonable period not exceeding 6 months after completion of the work.
- f. Imposition of token penalty for delay in the completion of work- Competent authority while granting extension to the currency of contract under clause 17 (B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case.

5.3.20 FINAL ACCEPTANCE:

- a) The final acceptance of the entire plant shall take effect from the date of expiration of the period of guarantee provided the installations provisionally accepted are still in perfect working order.
- b) If on the other hand the installations are not in the perfect working order at the end of the guarantee period the purchaser may either extend the period of guarantee until necessary works are carried out by the contractor, or carry out these works or

have them carried out on behalf of the contractor and at his expense. A certificate of final acceptance shall then be issued by the purchaser, which will terminate the contract.

5.3.21 MATERIAL- All materials, components and fittings etc. to be supplied by the contractor shall be procured from reputed suppliers/ vendors/manufactures. Inspection of material to be done by RITES or authorized representative of GM/EL/ADI in OEM premises before dispatch. For low value item "on site inspection" will be done by authorized representative of GM/EL/ADI. Firm will provide necessary document for the inspection.

5.3.22 Safety Gear- During execution of the work, contractors shall ensure that all safety precautions are taken by their men to protect themselves and site to prevent any untoward incident. DFCCIL reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard; decision of the Engineer-in-charge will be final and binding upon the contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract.

5.3.23 TIME SCHEDULE: -

1. The entire work is required to be completed in all respects within 02 (Two) months from the date of issue of acceptance letter/telegram. Time is the essence of contract. The contractor will be required to maintain steady and regular progress to the satisfaction of the engineer to ensure that the work will be completed in all respects within the stipulated time failing which action may be taken by the DFCCIL Administration in terms of General Conditions of Contract July 2020(Part-II) of Indian Railway, along with latest correction slips and amendments.
2. The Contractor shall be expected to initiate work immediately after receipt of "Letter of Acceptance".

5.3.24 RATES: -

1. The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
2. All statutory taxes and liabilities levied/may be levied in future by the Central and State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.
3. GST is inclusive for this tender.
4. The Work Provider will, for the purpose, aforesaid continuously monitor the Works being rendered by it to ensure that these are up to the standards required by DFCCIL.
5. The Work Provider shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well



as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of the Work Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.

5.3.25 QUANTITY VARIATION:

Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of ( $\pm$ ) 25% for each item. In case of variation in quantities beyond  $\pm 25\%$ , the rates for the additional quantities beyond  $\pm 25\%$  variation shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work. The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(ii) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(iii) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.

(iii) Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.

(iv) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

(a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;

(i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(iii) 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 shall be paid at 96% of the rate awarded for

that item in that particular tender.

(b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

(c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of Finance/DFCCIL and approval of General Manager.

(v) In cases where decrease is involved during execution of contract :

(a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.

(b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

(c) It should be certified that the work proposed to be reduced will not be required in the same work.

(vi) The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

(vii) No such quantity variation limit shall apply for foundation items.

(viii) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

(ix) For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.

(x) For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.

(xi) For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.

(xii) The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

#### 5.3.26 TERMINATION OF CONTRACT: -

In case the work of the contractor is not found satisfactory, or there is a breach of any of

the terms and conditions of the contract and/or fails/neglects to carry out any instruction issued to it by DFCCIL from time to time the same can be terminated by DFCCIL on giving of the notice as stipulated in GCC.

5.3.27 IMPLEMENTATION OF INTEGRITY PACT IN DFCCIL :-

As per office memorandum no F.No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into Integrity pact in the required Performa in their procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any bidder, essentially envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract.

The pact has to be implemented through a panel of independent external monitor who will review independently and objectively the compliance of the obligations by both the parties. As these IEM's are to be appointed by the CVC in consultation with the CVO and are being processed separately.

A copy of pre contract integrity pact is enclosed at Annexure IX for signature of bidder as acceptance, as and when Independent External monitor is appointed.

5.3.28 ORDER OF PRIORITY OF CONTRACT DOCUMENTS:-

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

1. The Contract Agreement.
2. Letter of Acceptance.
3. Tender Form
4. General Information
5. Notice Inviting Tender ( with Annexes )
6. Instructions to Tenderers
7. Special Conditions of Contract
8. Annexures
9. Bill of Quantities (BOQ)/Schedule of Rate
10. General Terms and Conditions of Contract

5.3.29 JURISDICTION OF COURTS:-

In case of any disputes/differences between contractor and DFCCIL the jurisdiction shall be of Ahmedabad Courts only.

5.3.30 In case of any deviation in downloaded copy of the tender documents, the Master Copy kept in the office of Chief General Manager/ADI/DFCCIL, will prevail and the interpretation of CGM/ADI will prevail.

5.3.31 RISK PURCHASE:-During execution of this Tender, if any delay is observed due to reasons attributable to tenderer other than force majeure conditions which may cause delay in completion of the work, DFCCIL shall be at liberty to cancel the contract, totally or partially, at any point of time without assigning any reason, whatsoever, and take alternative measures at your risk and cost.

5.3.32 Penalties for Safety Lapses:-Any violation in adhering to the terms and conditions stipulated in I.R GCC July-2020 would also attract to penalties payable by you as per IR GCC July-2020 Provisions.

5.3.33 RETENTION MONEY:

Retention money for all contracts shall be recovered from on account/ final bills of the Contractor at 10% of gross value of each bill after adjusting EMD amount till the amount so recovered including EMD amount adds up to 5% of the contract value of the work etc. variation and extra work. No interest shall be payable to the Contractor on the amount towards retention money.

5.3.34 RELEASE OF RETENTION MONEY:

1. The Retention Money shall be returned to the contractor after the expiry of the Defect Liability Period after passing the final bill based on the No Claim Certificate with the approval of Competent Authority. The competent authority shall normally be the authority who is competent to sign the Contract Before releasing the Retention Money/ Security Deposit, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.
2. If requested by the Contractor, 50% of the Retention money may be released on deduction of retention money reaching 5% of the contract value against submission of Bank Guarantee for an equivalent amount by the Contractor in the prescribed Performs from any scheduled Bank. This Bank Guarantee shall be kept valid till the period of three months beyond the expiry of Defect Liability Period. Fixed Deposit Receipt (FDR) from a scheduled bank endorsed in favour of the Employer can be submitted by the Contractor in lieu of the Bank Guarantee for release of 50% Retention Money. In case of the requirement, the Bank Guarantee/FDR shall be extended by the contractor, for the period as directed by the Engineer/Employer.

5.3.35 PERFORMANCE BANK GAURENTEE

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (Thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (Thirty) days and 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% per annum shall be charged for the delay beyond 30 (Thirty) days, i.e. from 31<sup>st</sup> day after the date of issue of LOA. In case, the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting Earnest Money Deposit and other dues, if any payable against

- that contract. The failed Contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 3% of the contract value:
- (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;
  - (iii) Government Securities including State Loan Bonds at 5% below the market value;
  - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
  - (vi) Deposit in the Post Office Saving Bank;
  - (vii) Deposit in the National Savings Certificates;
  - (viii) Twelve years National Defence Certificates;
  - (ix) Ten years Defence Deposits;
  - (x) National Defence Bonds and
  - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of CGM/DFCCIL/Ahmedabad (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 3% (three percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 3% (three percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Railway/DFCCILs, shall be returned to Contractor as per his request duly safeguarding the interest of Railway/DFCCILs
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- (g) The Engineer 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:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(ii) Failure by the Contractor to pay DFCCIL any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

(iii) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

5.3.36 INSURANCE:

The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the purchaser at common law or under any status in respect of accidents to person who shall be employed by the contractor in or about the site of the contractor's office for the purpose of carrying out the works on the site. The contractor shall also take out and keep in force a policy or policies of insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the purchaser and if he so requires in his name.

5.3.37 DEFECT LIABILITY PERIOD :

The period of defect liability for the works shall be 12 (Twelve) Months starting from the date of completion of the work or as certified by the DFCCIL.

5.3.38 ELECTRICAL CONTRACTOR LICENSE:

Tenderer has to submit attested copy of valid electrical contractor license as per IE rule 45, which can be in his own name or in the name of firm.

**PRICES AND PAYMENT**

**5.5.1 SCOPE**

This chapter deals with prices to be paid for supply and/or erection of various items of work or for suppliers and other amounts payable in accordance with accepted schedules of prices and rates and terms and conditions of payment mentioned herein. This is a works contract. The total prices for the completed items of work are the actual prices payable to the Contractor as per the terms and conditions of the contract.

**5.5.2 SCHEDULE OF PRICES**

**(a)** The unit rates given against various items of work in tender papers are the standard schedule of rates. The tenderers are required to quote uniform percentage below / at par / above against the total estimated cost of work. The actual payment to be made against any item of schedule of rates, shall be derived after loading the schedule of rates with the tenderer’s quoted percentage. The prices so obtained shall be the unit prices for the various items of work given in schedule of rates.

**(b) UNIT PRICES FOR MATERIALS.**

The unit prices for supply indicated in the schedule of rates are inclusive of the prices of materials including all incidental charges for transport, loading/unloading and handling of materials, commission for arranging

dispatch by rail/road direct from manufacturer’s factory and completing all necessary formalities in this respect, such as submission of forwarding notes, arranging placement of wagons, collection of railway receipt, conservancy charges as applicable from time to time, all insurance premium, bankers charges for bank guarantee, indemnity bonds inclusive of cost of stamps, etc.as also siding or shunting charges, if any levied by the Railway. The unit prices includes all taxes, duties and levies (include Works Contract Tax) applicable on this works contract. Therefore, they should quote their prices taking into account the rate of taxes as leviable in the event of sale through works contract to the Central Railway Organization in that state and present tax structure applicable. Necessary, Sales Tax concessional Form A/D and Octroi exemption certificate will be issued by DFCCIL/Railways on written request of the contractor. No reimbursement on account of Octroi duty will be entertained by the purchaser. The price are inclusive of provision for losses and wastages in transit and erection.

**(c) OTHER PRICE ADJUSTMENT**

The price adjustment of unit prices or prices of fittings, materials, equipment or components on account of prices fluctuation of raw materials will be permitted as per para-5.5.18. No adjustment on account of variation in insurance and freight charges (Road or Rail) will be permitted.

**(d) QUANTITIES**

The approximate estimated quantities of various items or works are included in Schedule. However, the contractor will work out the quantities based on approved drawing for schedule and get it approved from the purchaser before placing order.

**(e) SCOPE OF WORK & Annexure (Technical Specifications)**

SCOPE OF WORK/ Explanatory notes for various items of work included in Schedule, are given in SCOPE OF WORK & Annexure (Technical Specifications).

**5.5.3 NON-SCHEDULE & ADDITIONAL SUPPLIES:**

**1. NON-SCHEDULE ITEMS:**

i) If during the execution of the work, the contractor is called upon to carry out any new item of work not included in Schedules, the contractor shall execute such works at such price as may be mutually agreed with the Purchaser before commencement after obtaining the competent authority’s approval and sanction. The rates will be based on the Rly’s LOA/rate analysis as per the current market / prevalent rates of such or similar items available with the DFCCIL/Railway Administration in that or nearby areas.

ii) Provided that if the Contractor commence work or incurs any expenditure in regard thereto before the rates are determined and agreed upon as lastly hereon-to-fore mentioned, then and in such a case the

Contractor shall only entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be by the Purchaser. However, if the contractor is not satisfied with the decision of the Purchaser in this respect, he may appeal to Chief General Manager within 30 days of getting the decision of the Purchaser, supported by analysis of the rates claimed. The Chief General Manager's decision after hearing both the parties in the matter would be final and binding on the contractor and the Railway.

**2. PRICE OF ADDITIONAL SUPPLIES:**

The additional supplies of individual scheduled items, if necessary, will be taken over from the contractor at the rate of the bid received.

**5.5.4 PAYMENTS AND RECOVERIES:**

a) No advance payment shall be made to the contractor. However, on account payment will be made against receipt of materials at site and also progressive payments will be made for each item of work during the erection stage.

b) Subject to any deductions or recoveries which the purchaser be entitled to make under the Contract, the contractor shall unless otherwise agreed to be entitled to get the following payments subject to conditions stipulated in subsequent paragraphs.

- i) Progress payments for supply and erection
- iii) Payments for additional supplies
- iv) Payment for provisional acceptance
- v) Payment for surplus materials taken over
- vi) Payment for T&P and Maintenance Spares.
- vi) Final settlement.

**5.5.5 INVOICING PROCEDURE :**

(a) The contractor shall submit his invoicing procedure for approval by the purchaser's representative within two months from the date of receipt of letter of acceptance of tender. Separate invoices shall be submitted for different type of payments mentioned above. All invoices shall be submitted with original supporting documents or certified true copies of supporting documents wherever these are acceptable to the purchaser's engineer. Where copies of original documents are required in support of several invoices, true certified copies of the original documents may be forwarded to the purchaser's engineer with his consent.

(b) Invoices shall be submitted only on the basis of agreed principles and prices, quantities and measurement of works completed shall be approved by the purchaser's engineer prior to the submission of invoices. For this purpose, the Schedule of quantities and measurements submitted by the contractor for approval of the purchaser's engineer may be only up to the extent of work.

(c) All invoices /Bills shall be accompanied by the following

- 1. Supplier Challans
- 2. Commissioning certificate granted by the concern Engineer Incharge's authorized representative
- 3. Certificate of receipt of material duly accepted by the concern Engineer Incharge's authorized representative

**5.5.6 TERMS OF PAYMENT**

**Payment**

Payments for Supply, erection and commissioning included in schedule shall be made in stages as under;

**a.90%** payment as per rates indicated in schedule along with percentage accepted will be made after Supply, Erection & commissioning of material in which Commissioning is an integrated activity.

**b.Balance10%** of payment will be made after completion of entire work as per rates indicated in schedule along with percentage accepted.

**5.5.7 Payment for additional supplies:**

The contractor shall receive payment for additional supplies and erection in accordance with conditions



stipulated in Para 5.5.3.1.

**5.5.8 Final settlement:** On Successful completion of guarantee period and issue of certificate of final acceptance of entire installations, the security deposit will be refunded /returned to the contractor after adjustment of any dues payable by the contractor to the purchaser.

**5.5.9 MEASUREMENTS:**

(a) Payments for field work shall be made in accordance with approved designs and drawings and measured in relevant units, except where provided for otherwise. In case the dimensions of the work are more than those shown in approved designs and drawings, the contractor will not be entitled to any extra payment, unless dimensions were increased on account of physical impossibility of carrying out the work in accordance with approved drawings and designs. In case the dimensions of the work are less than those shown in the approved designs and the drawings and the work is accepted without being rejected, payment will be made as per work actually done.

(b) The measurement will be made generally in accordance with standard engineering practice conformity with SCOPE OF WORK & Annexure (Technical Specifications) of the tender documents.

**5.5.10 TAXES:**

(a) The Contractor and all personnel employed by him shall pay such taxes like income tax as are payable under statutory laws of India and the Purchaser will not accept any liability for the same.

(b) Deduction of income tax at source as per provision of finance act and income taxact in force may be made from the Contractor/sub-Contractor and the amount so deducted may be credited to the Central Government.

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

(d) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contract or shall be responsible for deposition of applicable GST to the concerned authority.

(e) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

**5.5.11 RELEASE OF PERFORMANCE GUARANTEE:**

The Performance Guarantee (PG) shall be **released after physical completion of the work** based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

**5.5.12 RELEASE OF SECURITY DEPOSIT:**

Security Deposit shall be returned to the Contractor after the following:

(a) Final Payment of the Contract as per relevant GCC clause and

(b) Signature of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor and

(c) Issue of Maintenance Certificate on expiry of the maintenance period as per relevant GCC clause.

**Forfeiture of Security Deposit:**

Whenever the contract is rescinded as a whole under relevant GCC clause, the Security Deposit already with Railways/DFCCIL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under relevant GCC clause, the Security Deposit shall not be forfeited.

No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited, will be payable with interest accrued thereon as per relevant GCC –Clause.

**5.5.13 RATES FOR ITEMS OF WORKS:**

(i) The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of any of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway/DFCCIL, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties of or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under relevant GCC clause and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor’s bills/Security Deposit or any other dues of Contractor with the Government of India.

**PRICE VARIATION CLAUSE** in Works Contracts is dealt with in accordance with provisions of **GCC July 2020 with latest amendments & correction slips.**

As per Railway Board’s letter no. 2017/Trans/01/Policy dated 08/02/2018, **Since, the Cost of advertisement value of this tender is less than Rs 5 crore, so PVC will not be applicable.**

**5.5.14 Maintenance of Works:** The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of

providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway/DFCCIL or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

**1 Certificate of Completion of Works:** As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways/DFCCIL against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

**2 Contractor not Absolved by Completion Certificate:** The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

**3 Final Supplementary Agreement:** After the work is completed and taken over by the Railway/DFCCIL as per terms and conditions of the contract agreement or otherwise concluded by the parties with mutual consent and full and final payment is made by the Railway to the Contractor for work done, and there is unequivocal no claim on either side under the contract, the parties shall execute the final supplementary agreement annexed as Annexure X.

**5.5.15 Approval only by Maintenance Certificate:** No certificate other than maintenance certificate referred to in relevant Clause of GCC of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

**1 Maintenance Certificate:** The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations

have been fulfilled by the Contractor and that there is no due from the Contractor to Railways/DFCCIL against the contract concerned.

**2 Cessation of Railway's/DFCCIL's Liability:** The Railway/DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

**3 Unfulfilled Obligations:** Notwithstanding the issue of the Maintenance Certificate the Contractor and the Railway/DFCCIL shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

**5.5.16 .1 Final Payment:** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway/DFCCIL in respect of the works or having delivered No Claim Certificate. and the Engineer having after the receipt of such account given a certificate in writing that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway/DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

**2 Post Payment Audit:** It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

**5.5.17 PRODUCTION OF VOUCHERS etc. BY THE CONTRACTOR:**

**(i)** For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc, if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.

(ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company, the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.

(iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

#### 5.5.18 LABOUR:

**1 Wages to Labour:** The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules made there under in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

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

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor’s bills/Security Deposit or any other dues of Contractor with the Government of India.

**2 Apprentices Act:** The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

**3 Provisions of Payments of Wages Act:** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor’s bills/Security

Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

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

- (1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- (2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.
- (3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- (5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Electrical Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

**5 Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:**

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of “Employees Provident Fund & Miscellaneous Provisions Act, 1952”, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

6 Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website ‘www.shramikkalyan.indianrailways.gov.in’. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- (a) Contractor shall apply for one time registration of his company/firm etc. in the **Shramikkalyan portal** with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor’s registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour& payments made thereof after each wage period.
- (f) While processing payment of any ‘On Account bill’ or ‘Final bill’ or release of ‘Advances’ or ‘Performance Guarantee / Security deposit’, contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramikkalyan portal at ‘[www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in)’ till \_\_\_Month, \_\_\_Year.”

**7 Provisions of “The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996” and “The Building and Other Construction Workers’ Welfare Cess Act, 1996”:**

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor’s bills as per provisions of the Act.

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

**9 Provision of Workmen’s Compensation Act:** In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor’s bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

**10 Provision of Mines Act:** The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

**5.5.19 DETERMINATION OF CONTRACT:**

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

**2 Payment on Determination of Contract:** Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways/DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's/DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

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

**4 Determination of Contract owing to Default of Contractor:**

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in General or Special Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed program of work by a margin of 10% of the stipulated period, or
- (ix) Fail to execute the contract documents.
- (x) Fails to submit the documents pertaining to identity of JV and PAN. Form available in the Regulations for Tenders and Contracts.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected.
- (xii) Fail to take steps to employ competent or additional staff and labour as required.
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required.
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway/DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired Engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding



any pensionable post or not, in the Railways/DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

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

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

**(b)** The correct information as to such Engineers or officers obtaining permission to take employment under the Contractor, or

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

**(d)** Being in incorporated company, correct information as to whether any of its directors was such a retired Engineer or a retired officer, or

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

**(f)** Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

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

**Note:** Engineer at his discretion may resort to the part termination of contract with notices, only in cases where progress of work is more than or equal to 80% of the original scope of work.

**5 Right of Railway/DFCCIL after Rescission of Contract owing to Default of Contractor:** In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:

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

**(b)** In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual

capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

**(c)** In the contract rescinded in part or parts,

**(i)** The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.

**(ii)** The Security Deposit of part terminated contract shall be dealt as per relevant clause of GCC.

**(iii)** The defaulting Contractor shall not be issued any completion certificate for the contract.

**(iv)** The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

**(v)** Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

**(d)** The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

**(e)** The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

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**SCOPE OF WORK & Annexure (Technical Specifications)**

**Scope of Work:**

The scope of work covers "Providing Power supply points for welding near ramp line at New Palanpur yard for TOT(RO RO) rake maintenance".

**Technical Specifications**

**Item No-1: Supply, install, test and commission of 16/20A & 63A plug socket with TOP enclosed in metal Box with 4 Nos. 125A cable connector.**

The contractor has to supply, install, test and commission of 16/20A & 63A plug socket with TOP enclosed in metal Box with 4 Nos. 125A cable connector. Metal box shall be made of 2mm thick MS sheet, powder coated, dust and vermin proof comprising as following- Three phase, 5-pin 415V, 63A capacity plug socket (make- MDS, GE, Indoasian, HPL, Anchor, C&S, Jainson, CG, Havells) shall be heavy duty metal body type, spring loaded butt type contacts, self-aligned and self-wiping type confirming to IEC:60309 or latest with switch. The plug socket shall be controlled by 63A, 3-pole MCCB shall be of 35 KA, rupturing capacity with Ics=Icu, The MCCB shall be as per IS 13947-2/1993. Single phase, 230V, 16/20 A capacity 3-pin plug socket shall be heavy duty metal body type. The 16/20A Plug socket (make- MDS, GE, Indoasian, HPL, BCH, C&S, Jainson, CG, Havells) shall be controlled by C-curve type DP MCB of 20A capacity. MCB. The rupturing capacity of MCBs shall be 10 KA, C curve.

The box shall be internally wired by PVC insulated, single core flexible copper cable of suitable size with copper crimping lugs. Terminal strips shall be provided for loop in loop out connections of cables. The door of the box shall have locking arrangement. The box shall be securely mounted on wall with necessary MS clamps, nuts, bolts etc.

Note:-The drawings, design plug socket, switch gears with make and model of the box shall be submitted by the contractor & got approved by GM/Elect/ADI. Contractor shall have to arrange the inspection of plug socket box at manufacturer's premises before supply at site at his own cost.

**Item No-2: Provision of "C" Channel of MS for mounting of Socket box.**

The contractor shall have to supply and install, 4 inch "C" Channel of MS, having 2 meter length (minimum thickness of 4mm, hot rolled) at suitable location as guided by Site representative of DFCCIL. Digging and mounting of the channel in 0.5 Cum RCC foundation shall be made including all necessary materials in a manner so that the channel shall be in position to bear the load of Socket box in all weather condition and also in normal vibration/shocks/jerks.

The Socket box is to be mounted on this channel including all necessary saddles/clamps/nut-boalts/etc.along with cable termination/looping to bottom of the Socket box along with proper size metal gland.

**Item No-3: Supply of material and providing 50 mm dia GI pipe earthing with B class GI pipe.**

The earthing shall not be situated less than 1.5 meter from any building. The main earthing lead shall be of 2 Nos 25x3mm GI strip in case of HT installation GI strip shall be of 50X6 mm. The earthing lead shall be suitably protected from mechanical injury by being recessed in walls minimum of 30 mm deep, wherever exposed. These two strip to be connected properly with earth electrode to the Distribution Board, covered with PVC sleeves of suitable size. The earthing lead shall be buried at least 60 cm (2 feet) deep below ground level.

Earthing should be carried out as per IS 3043- 1987 as amended latest. The earth resistance value of all earthings will be displayed along with the date on which earth resistance tested and it should not more than Five ohms. Earth resistance should be measured and tested jointly. Details of earthing are given as under:-

- The G.I. pipe for the earthing electrode shall be 50 mm dia. Of "B" class as per IS: 1239 and of ISI marked Zenith, Prakash Surya, Jindal, TATA, Asian make's.
- The G.I. earthing strip ends shall be clamped between two G.I. washers of sufficient size and properly tightened with G.I. nut bolts of 12mm size.
- The tenderer shall supply and connect two Nos.25x3 mm G.I. strip from earthing electrode to MDB/Jn. Box /equipments or wherever required. Earthing strip shall be covered with PVC sleeve.

A pre-casted earthing chamber of cement concrete with cast iron/RCC cover as per attached drawing shall be supplied and provide on each earthing. Contractor has to provide two coat of lime on cemented structure after completion of work.

The contractor shall have to supply and laying 50mm dia. „B" class ISI mark G.I. Pipe for the purpose of laying of cable in it, with suitable coupling for each length of the pipe. Pipe should be of Zenith, Prakash Surya, Jindal, TATA, Asian conforming to IS: 1239.

#### **Item No-4: Feeder pillar for power supply control**

The contractor shall have to design, supply, install, test and commission feeder pillar fabricated by 2 mm thick MS sheet, standard angles, channels etc. as required in design. The drawing, design switch gears with make and model of the feeder pillar shall be submitted by the contractor & got approved by GM/Elect/ADI before fabrication.

The feeder pillar shall be outdoor rectangular cubicle type, dust and vermin proof suitable for 3 phase, 4-wire, 415V, 50Hz AC supply system. 250A capacity bus bar of suitable length (Total 04 nos.) for main circuit and neutral shall have uniform cross section electrolytic tinned copper with color coded heat shrinkable PVC insulated and current density of 1.6 Amp/mm<sup>2</sup> cross sectional area.

Knock out / gland plates as applicable shall be provided. Gland plates of suitable size shall be designed for terminating cables in a straight and easy manner.

All power connections from the bus bar shall be made such a manner that there is a clear metal to metal clearance at the tapping is available. Both spring washer and plate washer shall be used with stud/ nuts/to ensure proper contact pressure.

The feeder pillar shall have metal locks & operated by a common key. All covers & doors to be provided with neoprene gasket. Hinged doors shall be provided on both sides.

The sheet steel enclosure / angle / channel used in the fabrication of panel shall be provided with double coating of red oxide and final coating of light grey powder coated paint. Caution board in Hindi, Gujarati & English of metallic type shall be provided on feeder pillar. Digital Ameter and Digital Voltmeter of suitable capacity with selector switch (Make: Salzer / THAKOR / KAYCEE) and CT on each phase of incoming supply. Multi LED type indication lamp conforming to relevant IS having colour code red, yellow and blue with control fuses of incoming feeder shall be provided. Minimum two earth terminals shall be provided in the feeder pillar all sheet steel section shall be electrically connected with a separate G.I. earth strip of 50x6 mm size across the panel at bottom.

Feeder pillar shall be mounted on the fabricated MS Angle (Size 50x50x6mm) on floor and cemented trench for incoming and outgoing cables shall be prepared by the contractor. Contractor shall have to provide cable gland & lugs for cable termination in the feederpillar

The feeder pillar shall be comprised with following switch gears:

1 No. 200A MCCB 4-pole adjustable type with Microprocessor Release with rotary handle. MCCB should be CM921510000X1 of L&T with microprocessor release MTX1.0 or its equivalent of make as per List of Approved Make given below. Distribution copper bus bar.

Note:- The contractor shall have to arrange inspection of the feeder pillar at the manufacturer's premises at his own cost.

**Item No-5: Supply of 4 core 25 sqmm LT Aluminium armoured cable.**

The contractor have to supply of ISI marked", XLPE insulated, 1.1 KV grade aluminium conductor, PVC insulated armoured cables, of above sizes as mentioned in schedule of rates & quantity and confirming to IS: 1554( part-1) amended up to date or latest.

In case of full drum length of the cable, the contractor has to offer for testing and inspection of cable at manufacturer's works for which all arrangement i.e. fixing of time & date with manufacturer, arranging testing instruments, etc. shall have to be made by contractor at his own cost. The cable shall be tested in accordance with IE rules and relevant ISS & standard code of practice.

**Item No-6: Digging of cable trench 450 X 1000 mm and refilling.**

A trench of 450 mm in width and 1000 mm depth from the normal ground level in normal soil shall be made by the contractor and while laying the cable a layer of riddle soil shall be provided below and above the cable. After doing this the trench can be filled up with soil available thereby. If any damage is to be done, contractor will make good the cost of damage as decided by DFCCIL. If any infringement comes in the digging route then contractor should remove the same. If any hard /stony soil, contractor should adopt new technology method as per scope of work.

**Item No-7: Supply and laying of half round RCC pipe 100 mm ID and 1 mtr length.**

The contractor shall supply and laying half Round RCC pipes of 100 mm. inner dia. and 1.0 Mtr. in length. The internal surface shall have a smooth finish without any bulge or projections to avoid damage to the cable.

| Internal dia. | External dia. | Thickness | Approx. Weight | Approx. Steel Weight |
|---------------|---------------|-----------|----------------|----------------------|
| 100mm         | 125mm         | 25mm      | 11.5 Kg        | 190 gm               |

RCC Half round pipes shall be laid above cables for mechanical protection on laid cables in the existing trench. After doing this the trench can be filled up with soil available thereby. If any damage is to be done, contractor will make good the cost of damage as decide by DFCCIL.

**Item No-8: Transportation, laying, installation, terminating and testing commissioning of LT cable in existing trench, pipe, on structure, etc.**

The contractor shall have to transport all the cables to be used at site. Contractor shall lay the cable in existing trench, pipe & on Wall/ structure.

Before laying the cable in the ground / Pipes or on the wall/pillars/cable tray cable should be secured properly by providing saddling/clamping arrangement of proper size at suitable interval.

Before and after laying the cable, the IR value should be checked and the contractor shall arrange all the testing instruments. In case of any failure contractor will again re-lay the cable at his own cost. Armoring of the cable shall be earthed at both end of the cable.

Wherever the cable comes out of the ground at least one loop of sufficient radius should be provided under the ground.

While laying the cable and while digging the trench it should be ensured that no obstruction should come in way of drainage line, power cables, telecommunication cables etc.

If any damage is to be done, contractor will make good the cost of damage as decided by DFCCIL.

**Item No-9: LT cable route marker.**

The contractor shall supply, installation, testing and commissioning cable route markers on route of cable at each turning point and suitable distance in straight portion as guided by DFC Site representative.

The cable route marker shall be casted of C.I. with information as size, cores and grade of cable. After fabrication the complete marker assembly, it shall be hot dip galvanized to make it anti corrosive and got approved from GM/Elect before bulk supply.

**ItemNo-10: Digging of cable trench 450 X 1000 mm and refilling in RCC/PCC/Hard soil.**

A trench of 450 mm. in width and 1000 mm. depth from the normal ground level in PCC/RCC/Hard soil shall be made by the contractor by using breaker and while laying the cable a layer of riddle soil shall be provided below and above the cable. After doing this the trench can be filled up with soil available thereby. If any damage is to be done, contractor will make good the cost of damage as decide by railway. If any hard /stony soil, contractor should adopt new technology method as per scope of work.

**Item No-11: Laying, testing and commissioning of cables in air on wall/pole with suitable clamp/saddles.**

Cable shall be laid between poles and main boards. These cables are to be laid in existing cable trench /on wall / Pole / Air with suitable of clamps.

Before laying the cable the route shall be marked in consultation with DFCCIL representative at site.

Before jointing is commenced all safety precautions like isolation, discharging, earthing etc. shall be taken to ensure that the cable would not be in-advertantly charged from live supply. Where cable is to be jointed with the existing cable the sequence should be so arranged, as to avoid crossing of cores while jointing.

The installation of cable including joints shall be carried out in accordance with code of practice as specified in relevant IS as amended latest.

**Item No-12-13: Supply and providing 8 SWG GI earth wire and 25 X 6 mm GI strip.**

Contractor has to supply, laying and jointing of GI strip of size-25x6 mm./ 8 SWG GI wire with PVC sleeve on walls, ceiling etc. for providing interconnections for different panels and transformers to earthing. GI strip should be connected with necessary non rusting clamps, washers, nuts and bolts etc. if required and not by welding.

**Note:** Contractor shall have to get approval of GM/Elect/DFC/ADI for make and model before supply materials.

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

Tender No: "DFC-ADI-EL-WELD-PT-21-22R1"

**Name of Work: - Providing Power supply points for welding near ramp line at New Palanpur yard for TOT(RO RO) rake maintenance.**

| Sr. No.      | Description   | Qty  | Rate     | Unit  | Total Amount   |
|--------------|---|------|----------|-------|----------------|
| 1            | Supply, install, testing and commissioning of pre-cooling point consisting 4 X 125 Amp. Cable connector, 1 X 63 Amp. MCCB TP microprocessor based and 1 X 63 Amp. 5 pin industrial socket and switch, as per technical specification shown in Annexure. | 25   | 11759.00 | Mtrs. | 293975.00      |
| 2            | Provision of rail/ Channel for mounting of Socket box. As per technical specification shown in Annexure.  | 25   | 4019.00  | Nos.  | 100475.00      |
| 3            | Supply of materials and providing 50 mm dia GI pipe earthing with B class GI pipe as per IS 3043-1987 as amended latest and as per technical specification shown in Annexure.   | 15   | 2256.00  | Nos.  | 33840.00       |
| 4            | Supply, installation, testing and commissioning of 200 Amp. Feeder Pillar having 200 Amp. MCCB FP Microprocessor based with Ammeter, Voltmeter & Indicator lamp as per technical specification shown in Annexure.                                       | 1    | 21736.00 | Nos.  | 21736.00       |
| 5            | Supply of 4 core 25 sqmm LT Aluminium armoured cable as per specification shown in Annexure.  | 1400 | 213.11   | Mtrs. | 298354.00      |
| 6            | Digging of cable trench 450 X 1000 mm and refilling as per technical specification shown in Annexure.   | 1200 | 70.00    | Mtrs. | 84000.00       |
| 7            | Supply and laying of half round RCC pipe 100 mm ID and 1 mtr length as per specification shown in Annexure.   | 1200 | 48.00    | Mtrs. | 57600.00       |
| 8            | Transportation, laying, installation, terminating and testing & commissioning of LT cables of various sizes in existing trench, pipe or on structure, etc as per technical specification shown in Annexure.   | 1400 | 27.00    | Mtrs. | 37800.00       |
| 9            | Supply, install, test and commission of LT cable route marker as per technical specification shown in Annexure.   | 70   | 144.00   | Nos.  | 10080.00       |
| 10           | Digging of cable trench 450 X 1000 mm in RCC/PCC/Hard soil and refilling as per technical specification shown in Annexure.  | 250  | 346.00   | Mtrs. | 86500.00       |
| 11           | Laying, testing and commissioning of cables in air on wall/pole with suitable clamp/saddles as per technical specification shown in Annexure.   | 200  | 16.00    | Mtrs. | 3200.00        |
| 12           | Supply and providing 8 SWG GI earth wire as per technical specification shown in Annexure.  | 200  | 18.00    | Mtrs. | 3600.00        |
| 13           | Supply and providing 25 X 6 mm GI strip as per technical specification shown in Annexure..  | 50   | 91.00    | Mtrs. | 4550.00        |
| <b>Total</b> |   |      |          |       | <b>1035710</b> |

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

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

**Note:** 1. The above rates are inclusive of all taxes except GST.

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

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

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

**Declaration by the tenderer**

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

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

**Signature of tenderer/s**

Address:



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

**ANNEXURE – III**

**Self Certificate**

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

Signature of the Tenderer/s:

**Annexure - IV**

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

**(The Bank Guarantee(BGs) to be submitted by the suppliers/ contractors should be sent directly to "Chief General Manager; DFCCIL; B/3rd floor, 4-D Square Mall, Opp. VishwakarmaEngg. College, Visat -Gandhinagar Highway, Ahmedabad-380005" by the issuing Bank under Registered Post A. D.)**

To.

Chief General Manager;

DFCCIL;

B/3<sup>rd</sup> floor, 4-D Square Mall, Opp. VishwakarmaEngg. College, Visat -Gandhinagar Highway,  
Ahmedabad-380005

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

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

have been fully paid and its claims satisfied or discharged or till .....office/Department/ DFCCIL certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall discharge from all liability under this guarantee thereafter.

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

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

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

(Indicate the name of the Bank)

Signature of Tenderer(s)

**Annexure - V**

FORM OF AGREEMENT  
(To be executed on requisite value of stamp papers)

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between DFCCIL, acting through Chief General Manager, DFCCIL, B/3<sup>rd</sup> floor, 4-D Square Mall, Opp. VishwakarmaEngg. College, Visat -Gandhinagar Highway, Ahmedabad-380005.(herein after called the "DFCCIL" )of the one part and ( Name / address of the contractor) (herein after called the contractor) of the other part.

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

NOW THIS AGREEMENT WITNESSES as follows:

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

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

(Name, Designation and address of the signatory)

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

Witness:

- (i)
- 1.

(Name, Designation and address of the authorised signatory)

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

Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated.

**Annexure VI**

**CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL**

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

1.....

2.....

3.....

AND SO ON .....

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

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

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

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

**NOTE:-**

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

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

Signature of the Tenderer/s: -





SUPPLEMENTARY AGREEMENT

Articles of Agreement made on this ..... in the year ..... and between DFCCIL acting through the Chief General Manager hereinafter called as one party and ..... of the second part.

Where the party hereto of the second part executed an agreement with the party hereto of the first part being agreement No. .... dated ..... for the performance of ..... herein called the principal agreement.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on ..... "date last extended" and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part and whereas the party hereto of the first part already made payments to the party hereto of the second part diverse sums from time to time aggregating to **Rs.** ..... including the final bill bearing voucher No.....dated..... (the receipt of which is here by acknowledged by the party here to of the second part) in full and final settlement of all his claim under the principal agreement.

Now it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including / excluding security deposit, the party hereto of the second part have no further dues / claims against the party hereto of the first part under the said principal agreement.

It is further agreed by and between the parties that they party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said principal agreement.

It is further agreed and understood by and between the party that in consideration of the payment already made under the agreement the said principle agreement shall finally discharged and rescinded all the terms and conditions including the arbitration clause.

It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and / or shall seems to be nonexistent for all purposes.

Signature of the Tenderer/s  
Witness of the signatures

For and on behalf of

Witness .....  
.....

- 1.
- 2.

**END  
OF  
DOCUMENT**