



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED**  
(A Government of India Enterprise under Ministry of Railways)

## **E-Tender Document**

**FOR**

**Name of Work: Comprehensive Annual Maintenance of 4 Passenger Lifts  
Installed in DFCCIL Corporate Office at Pragati Maidan  
Metro Station Building Complex, New Delhi.**

**TENDER NO.: - HQ/AD/Lifts/CAMC/19**

**(Participation through E-Single Tender only)**

Visit: [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil)  
(Tender wizard helpdesk: 011-49424365)

**December 2019**

### **Corporate Office:**

**Dedicated Freight Corridor Corporation of India Limited (DFCCIL),  
5<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex,  
New Delhi-110001.  
Phone: +91-11-23454700: Fax: +91-11-23454701**

**E-Single Tender for Comprehensive Annual Maintenance of 4 Passenger Lifts  
Installed in DFCCIL Corporate Office at Pragati Maidan Metro Station  
Building Complex, New Delhi.**

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## SECTION - 1

### (i) NOTICE INVITING TENDER (NIT) (Online)

1.0 Additional General Manager/Administration, DFCCIL, New Delhi for and on behalf of DFCCIL invites E-Single Tender on prescribed forms from the OEM i.e. M/s Johnson Lifts Pvt. Ltd. for execution of the following work:

1.1	Tender No.	HQ/AD/Lifts/CAMC/19
1.2	Name Of Work	Comprehensive Annual Maintenance of 04 Passenger Lifts installed in DFCCIL Corporate Office at Pragati Maidan Metro Station Building Complex, New Delhi.
1.3	Type of Tender	E-Single Tender, Single Packet System.
1.4	Duration of Contract	Two Years and further extendable by One Year at the same Rates, Terms and Conditions at the discretion of DFCCIL from the date as specified in the Letter of Acceptance.
1.5	Estimated Cost of Work	Rs.14,88,136 (Rupees Fourteen Lakh Eighty-Eight Thousand One Hundred and Thirty-Six only) Excluding GST.
1.6	Cost of Tender Document (Non- Refundable)	<b>Rs.2,000/- Plus GST @ 18% = Rs. 2,360/-</b> in the form of Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi, payable at New Delhi.
1.7	Tender Processing Fee (Non-Refundable)	Rs. 1488/- Plus GST (0.1% of the Estimated Cost of Work Plus GST, Minimum Rs. 750/- Plus GST and Maximum Rs. 7,500 Plus GST) (Payable to M/s ITIL Online) (Non- Refundable).
1.8	Earnest Money Deposit (EMD) (Tender Security)	Rs. 29,763/- (Rs. Twenty-Nine Thousand Seven Hundred Sixty-Three only) by a Demand Draft/Banker's Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi, payable at New Delhi. <b>Tenders received without Earnest Money Deposit shall be summarily rejected.</b>
1.9	Uploading of NIT and Tender Document i.e. Time of Sale of Tender (Online)	From 31/12/2019 at 18:00 hrs. on <a href="http://www.tenderwizard.com/dfccil">www.tenderwizard.com/dfccil</a> .
1.10	Last Date and Time of Submission of Tender (Online)	14/01/2020 up to 15.00 hrs. on <a href="http://www.tenderwizard.com/dfccil">www.tenderwizard.com/dfccil</a> .
1.11	Last Date and Time of Submission of Documents in Physical Form.	14/01/2020 up to 15.00hrs.

1.12	Date of Time of Opening of Tender (Online)	14/01/2020 at 15.30 hrs. on <a href="http://www.tenderwizard.com/dfccil">www.tenderwizard.com/dfccil</a> .
1.13	Tender Validity	120 days from the Date of Opening of Tender.
1.14	Address for Communication	Additional General Manager/Administration, Dedicated Freight Corridor Corporation of India Limited (DFCCIL), 3 <sup>rd</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001. Mobile: 9717636871, Centralized Fax 011-23454701.
1.15	Help Desk for E- Tendering	For any clarification, help and registration for E-Tendering & for obtaining Digital Signature contact at <a href="http://www.tenderwizard.com/dfccil">www.tenderwizard.com/dfccil</a> and on Telephone No. 011-49424365 or Mob. No. 9599653865.
1.16	Availability of Tender Documents	The Tender documents can be downloaded from <a href="http://www.tenderwizard.com/dfccil">www.tenderwizard.com/dfccil</a> . Tenderer who wishes to view free Notification and Tender Documents can visit <a href="http://www.tenderwizard.com/dfccil">www.tenderwizard.com/dfccil</a> , DFCCIL's website <a href="http://www.dfccil.com">www.dfccil.com</a> & Central Procurement Portal, <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> ; DFCCIL may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be issued at least three days in advance of date of opening of tender and placed on website <a href="http://www.tenderwizard.com/dfccil">www.tenderwizard.com/dfccil</a> only.

## 2.0 General

- 2.1 Tender document is non-transferable. Tender received from Tenderer in whose name Tender Document has been issued, shall only be considered.
- 2.2 No extension in the Tender Due Date shall be considered on account of delay in receipt of Tender document by post. Late/Delayed Tender shall not be considered for evaluation.
- 2.3 The Offer shall be valid for 120 days from the date of opening of the tender, and extend further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Earnest Money Deposit (Tender Security).
- 2.4 Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil). Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.

**SECTION - 2**

**(i) Format for Covering Letter of Tender.**  
(On Letter Head of Firm/Company)

To,  
Additional General Manager (Administration)  
DFCCIL, 3<sup>rd</sup>Floor, Pragati Maidan Metro Station Building Complex,  
New Delhi-110001

**Sub.: Comprehensive Annual Maintenance of 04 Passenger Lifts installed in DFCCIL Corporate Office at Pragati Maidan Metro Station Building Complex, New Delhi.**

**Ref.: Tender No. HQ/AD/Lifts/CAMC/19**

1. I /We..... have read the various terms and conditions of tender attached hereto and hereby agree to adhere by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and if I/We default thereof, I/We will be liable for forfeiture of my/our “Earnest Money”. I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as laid down by the DFCCIL Administration for the execution of present contract.

2. A sum of Rs. .... is being submitted as Earnest Money in the form of Bank Draft No. .... dated..... issued by ..... (Name & Branch of Bank). The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:

- i) I/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
- ii) I/We do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value (equal to 5% of contract value) as per the Annexure-I of Tender Document, within 15 days of issue of Letter of Acceptance; or
- iii) I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
- iv) I/We withdraw the offer during the period of validity/extended validity; or
- v) When any of the information furnished by the tenderer not found true.

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 accepted offer for the work.

(Signature of Bidder)

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(Name and Address of Bidder)

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(Signature of Witness)

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(Name & Address of Witness)

**ii) CHECK LIST FOR DOCUMENTS TO BE SUBMITTED**

<b>S. No.</b>	<b>Documents to be Attached</b>	<b>Tick Yes/No</b>
1.	Cost of Tender Document in the prescribed form.	
2.	Earnest Money Deposit (EMD) of requisite amount in the prescribed form.	
3.	The Covering Letter as per format given in the Section 2.	
4.	Power of Attorney of the person signing the tender documents in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender.	
5.	Certified Copy of GST No, PAN Card & Aadhar Card.	
6.	Certified Copy of Registration of Company/Firm/Agency, Partnership Deed/Memorandum and Articles of Association of the Company/Firm/Agency.	
7.	Constitution of the Company/Firm/Agency in the form prescribed in Annexure-III.	
8.	Complete Tender Document including Corrigendum/Addendums Signed by the Bidder.	
9.	Financial Bid Fill and (Financial Offer .xls') to be uploaded Online.	

**Important Notes:**

- i. Documents No.1 to 8, should be scanned and uploaded at website – in ‘Document Library’ and after that, attach all above documents in the particular tender.
- ii. Tenderer must submit Document No. 1 & 2 in Original i.e. Cost of Tender Document and EMD in sealed envelope (mentioning on Top of Envelop as “For NIT No., Name of Work, Name and Address of Tenderer”) and addressed to AGM/Administration, DFCCIL, 3<sup>rd</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001. Sealed cover containing Cost of Tender Document and EMD in original shall be dropped in the Tender Box up to 15:00 hrs. on 14/01/2020 at the Address mentioned in the NIT.
- iii. Financial Bid (Microsoft Excel File) is to be downloaded from website [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil) and then is to be filled, saved and uploaded (through digital signature) on the same website and not to be submitted in hard copy at all.
- iv. The Financial Bid (after filling the rates) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to AGM/Administration/DFCCIL office.
- v. The rates should be quoted in figures and words. If there is any variation between the rates quoted in figures and words, the rates quoted in ‘Words’ shall be taken as correct rates.
- vi. Bidder is required to quote percentage in the given format of excel sheet on website [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil). Only Percentage quoted Online shall be considered for Tender Evaluation.

## SECTION - 3

### INSTRUCTIONS TO BIDDERS

**1.0 The salient features of the contract are as follows:**

i.	Tender No.	HQ/AD/Lifts/CAMC/19
ii.	Name of work	Comprehensive Annual Maintenance of 4 Johnson Make Passenger Lifts (L/B-4371, L/B 4372, L/B 4373 and L/B 4374) (Carrying Capacity-13 Persons) at DFCCIL Corporate Office, Pragati Maidan, Metro Station Building Complex, New Delhi-110001.
iii.	Duration of contract	Two Years from the Date as Specified in the Letter of Acceptance and further Extendable by One Year at the Same Rates, Terms and Conditions at the discretion of DFCCIL from the Date as Specified in the Letter of Acceptance.
iv.	Contract value	Rs.14,88,136/- (Rupees Fourteen Lakhs Eighty Eight Thousand One Hundred and Thirty Six only) Excluding GST.
v.	Earnest money	Rs.29,763/-by a Demand Draft/ Banker's Cheque issued by any Nationalized/ Scheduled Bank payable at New Delhi drawn in favour of Dedicated Freight Corridor Corporation of India Limited (DFCCIL). Tenders received without earnest money shall be summarily rejected.
vi.	Performance Security	5% of Total Contract Value in the form of Bank Guarantee to be submitted within 15 days from the Date of Issue of Letter of Acceptance (LOA).
vii.	Security deposit/ Retention money	Overall Security Deposit is 5% of Contract Value. EMD of Rs. 29,763/- to be adjusted against the Security Deposit. Balance to be deducted @ 10% from each of the running bills till realization of the full amount.

**2.0 SUBMISSION OF E-TENDER: -**

**2.1 Tender Document Obtaining Process**

**2.1.1** 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.

**2.1.2** To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with the Tender wizard ([www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil)) and to have User ID and Password. Tenderers have to pay Annual Registration Charges of Rs. 2000/- + GST to M/s ITIL through e-payment. Tenderers have to pay Tender-Processing Fee to M/s ITIL through e-payment. Already Registered Tenderer need not pay registration charges to M/s ITIL.

**2.1.3** [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil) is the only website for submission of tender. ‘Vender Manual’ containing the detailed guidelines for E-Tendering is available on [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil).

## **2.2 Submission of Offer**

**2.2.1** Tender shall be submitted through Online mode only at [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil). Tender submitted by any other mode will not be accepted.

**2.2.2** All the required documents as mentioned in Check list from S.No.1-8, including Scanned Copy of EMD & Cost of Tender Document shall be uploaded to the E-Tendering web site [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil) within the period of bid submission and the same in physical form (**original**) should also be deposited in the Office of AGM/Administration, DFCCIL, 3<sup>rd</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001, on or before the last date & time of bid submission, **failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.**

**2.2.3** The detailed instructions of e-tendering can be read through website [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil).

**2.2.4** The Addendum/Corrigendum, if any; shall be hosted on the website [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil) only.

**2.2.5** The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted.

**2.2.6** **The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil) with the digitally signed copy of tender document.**

**2.2.7** In case scheduled date is declared as holiday, tender can be uploaded up to 15:00 hrs on the next working day and will be opened at 15:30 hrs on that day.

**2.2.8** Each page of this bid document shall be submitted through Digital Signature of the tenderer.

- 2.2.9** The **bid** shall be accepted through **Online mode only**. The bid submitted after the time and date fixed for submission of Bids as set out in the tender document will be summarily rejected.
- 2.2.10** Contractors are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.
- 3.0** The Contractor shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting. Should the Contractor have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least seven days before the due date of submission of the tender.
- 4.0** Bid Document shall be accompanied by Tender Cost and EMD in proper form and all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- 5.0** All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- 6.0** After award of contract to the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.
- 7.0** For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:
- (i) Financial Bid.
  - (ii) Notice Inviting Tender.
  - (iii) Instructions to Bidders.
  - (iv) Scope of Work.
  - (v) Special Conditions of Contract.
  - (vi) General Conditions of Contract.

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

- 8.0** Contractor must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document. Complete Tender Document along with Addendums, Corrigendum and Documents is specified in the Tender Document, must be submitted through Digital Signature by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete in itself. No page of this Tender Document shall be removed and the set must be submitted as it is.
- 9.0** Submission of a tender by a tenderer implies that he had read all the tender documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- 10.0** DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.
- 11.0** Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit (EMD) of such tenderer shall be forfeited. The decision of the DFCCIL in this regard shall be final and binding.
- 12.0** The evaluation of tenders will be made on the basis of fulfillment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the Contractor.

**13.0 Modification/Substitution/Withdrawal of Bids:**

- i) The Contractor may modify, substitute or withdraw its e-bid after submission, prior to 15:00 hrs. of 14/01/2020 ( Last Date & Time for Tender submission termed as Tender Closing Date & Time). No Bid shall be modified, substituted or withdrawn by the Contractor on or after the Bid Due Date.
- ii) Any alteration/modification in the bid or additional information supplied subsequent to the bid due date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- iii) For modification of e-bid, Tenderer has to detach its old bid from e-tendering portal and upload/ resubmit digitally signed modified bid.
- iv) For withdrawal of tender, tenderer has to click on withdrawal icon at [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil). Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, Tenderer cannot re-submit their tender again.

#### **14.0 Opening and Evaluation of Bids:**

- (i) E-Tender shall be opened Online at the address given below at the time and date as specified in Section –I (Notice Inviting Tender) in the presence of Tenderers or their authorized representatives, if they choose to attend the Online Tender Opening.

**Address: Online Opening of Tender**

AGM/Administration

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL)

3<sup>rd</sup> Floor, Pragati Maidan Metro Station Building

New Delhi-110001

- (ii) Documents in Physical form in a Sealed Cover may be dropped in the Tender Box kept at the same address as mentioned above upto 15:00 hrs. of 14/01/2020. All Sealed Covers containing Documents in the Physical form will also be opened after Online Opening of Tender. On the Top of the Sealed Cover, the following shall be mentioned:

**“Documents in Physical Form for Tender No. HQ/AD/Lifts/CAMC/19**

**Last Date and Time of Tender Submission- 14/01/2020 at 15:00 Hrs.**

**Date and Time of Tender Opening- 14/01/2020 at 15:30 Hrs.”**

- (iii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signatory are not same, the Bid shall be considered Non-Responsive.
- (iv) The Authority shall Open Bid Documents received in electronic form Online at 15.30 hours on 14/01/2020, in the presence of Tenderer or their Authorized Representative who choose to attend.

#### **15.0 Deadline for Submission of Tender:**

Tenderer must ensure to complete the tender submission process in time as [www.tenderwizard.com/dfccil](http://www.tenderwizard.com/dfccil) will stop accepting any Online Tender after Tender Closing Due Date & Time (15:00 Hrs. of 14/01/2020).

- 16.0** Contractor may visit the site on any working day to assess the Scope of Work before submitting their offer.

#### **17.0 Cost of Tender Document:**

The Tender shall submit Rs. 2000/- Plus GST @ 18% = Rs. 2360/- in the form of Demand Draft/Banker’s Cheque issued by any Nationalized Bank of India or any Scheduled Bank of India in favor of DFCCIL, New Delhi and Payable at New Delhi. The Tenderer shall submit Cost of Tender Document along with other Documents in a Sealed Cover as per Section-3,

Clause 2.2.

**18.0 Earnest Money Deposit (Tender Security):**

- i) Every tender must be accompanied by the prescribed amount of Earnest Money Deposit of Rs. 29,763/- in the form of **Demand Draft/Banker's Cheque** issued by any Nationalized Bank of India or any Scheduled Bank of India in favour of DFCCIL, New Delhi and Payable at New Delhi.
- ii) EMD in form of Demand Draft or Banker's Cheque, **shall be scanned and uploaded to the E-Tendering website** within the period of bid submission and the same in physical form (**original**) should also be submitted along with other Documents as per instructions given in Section-3, Instructions to Contractor **failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.** Tenders received without Earnest Money in full in the manner prescribed above shall be summarily rejected.
- iii) The Earnest Money Deposit of the Successful Tenderer, will be retained towards part of Security Deposit.
- iv) In case of Unsuccessful Tenderers, the Earnest Money will be refunded to them without interest after finalization of the Tender as promptly as possible. The Earnest Money of the Successful Tenderer shall be converted to Retention Money/Security Deposit when the Successful Tenderer has furnished the Performance Security and signed the Contract Agreement.
- v) Dedicated Freight Corridor Corporation of India Limited (DFCCIL) reserves the right of forfeiture of Earnest Money Deposit (EMD) in case of Successful Tenderer if:
  - a) Does not execute the Contract Agreement within 30 (thirty) days from the date of Issue of Letter of Acceptance; or
  - b) Does not submit Performance Security in the form of Bank Guarantee of the requisite value (equal to 5 % of contract value) as per Annexure-I of Tender Document, within 15 days of issue of Letter of Acceptance; or
  - c) Does not commence the work within 7 days after receipt of Letter of Acceptance or date as specified in the Letter of Acceptance.
  - d) Withdraws the offer during the period of validity/extended validity.
  - e) When any of the information furnished by the tenderer not found true.
- vi) EMD shall remain valid for 90 days beyond the validity/extended validity of Bid.

The forfeiture of Earnest Money Deposit (EMD) shall be also applicable if work is terminated at any stage as per terms and conditions of the contract.

## Section 4

### GENERAL CONDITIONS OF CONTRACT

#### **1.0 Security Deposit (Retention Money):**

The EMD of the Successful Tenderer (Contractor) shall be retained by DFCCIL as part of Security and adjusted against Retention Money for the faithful fulfillment of the contract by the contractor. In addition, a Retention amount equal to 10% of each bill shall be retained till the total security including EMD available is 5% of the contract value. The Retention Money, unless forfeited in whole or in part according to the terms and conditions mentioned in the Tender Document, shall be returned to the contractor after 60 days of the completion of the contract. No interest is paid on Retention Money.

When the contract is rescinded, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed.

#### **2.0 Performance Security:**

Within **15 days** from the date of issue of the Letter of Acceptance (LOA), the Successful Tenderer shall furnish Performance Security in the form of a Bank Guarantee from **any Nationalized Bank of India or Scheduled Bank of India for** an amount equal to 5% of the contract value as per the Performa given in Annexure-I on a Stamp Paper. The cost of Stamp Paper shall be borne by the contractor.

Failure of the Successful Tenderer to furnish the required Performance Security shall be a ground for the annulment of the award of Contract and forfeiture of the EMD. Value of Stamp Paper for Performance Security (Bank Guarantee) shall not be less than, as provided in the Stamp Duty Act. The Bank Guarantee shall be valid upto 60 days after completion of work. In case, contract period is extended, the contractor shall get the validity of Bank Guarantee extended to cover such extended period plus 60 days. Performance Security shall be released 21 days after issue of Performance Certificate.

When the contract is rescinded, the Retention Money shall be forfeited and the Performance Bank Guarantee (PBG) shall be en-cashed.

#### **3.0 Period of Contract:**

Two Years from the Date as Specified in the Letter of Acceptance and further Extendable by One Year at the Same Rates, Terms and Conditions at the discretion of DFCCIL from the Date as Specified in the Letter of Acceptance.

#### **4.0 Contract Agreement and Commencement of Work:**

Within 30 days from the Date of Issue of Letter of Acceptance, the Successful Bidder will be required to execute the Contract Agreement in the format as per Annexure II of the Tender Document. However, Contract Agreement can only be signed after submitting the Performance Bank Guarantee. The Successful Bidder shall commence the work from the date as specified in the Letter of Acceptance.

#### **5.0 Statutory Compliances:**

The Contractor shall;

- (i) Accept full and exclusive liability for the personnel deployed and other obligations referred under the laws/rules/regulations now and thereafter imposed by the appropriate government/authorities.
- (ii) Keep DFCCIL indemnified against all losses, damages or liability arising out of or imposed in the course of employment of such persons or arising in accordance with any labour laws. DFCCIL will not have any liability whatsoever concerning the persons deployed by the Contractor for the purpose.
- (iii) If as a result of any claim arising out of any reasons stated in 5(ii) above or due to any negligence on part of the personnel deployed, if DFCCIL is made to pay any amount, then DFCCIL shall recover the same from the payment due to the Contractor or send a notice to the Contractor for refund of the same to the DFCCIL and the Contractor shall be liable to reimburse the same within 7 working days of the receipt of such notice.
- (iv) The Bidder shall comply all statutory requirements including compliance of Laws, Acts, Rules and Regulations.

#### **6.0 Authorization and Attestation:**

Tenders shall be signed by the person duly authorized/empowered to do so. Certified copies of such authority (Power of Attorney) and relevant documents shall be submitted along with the tenders.

#### **7.0 Validity of Offer:**

The offer shall be kept open for acceptance for a minimum period of 120 days from the date of opening of tenders, and extend further if required from time to time. In case Dedicated Freight Corridor Corporation of India Ltd., calls for negotiations, such

negotiations shall not amount to cancellation or withdrawal of the Original offer which shall be binding on the Tenderers.

## **8.0 Rejection of Tender and Other Conditions:**

**8.1** The acceptance of tender will rest with Dedicated Freight Corridor Corporation of India Ltd. which does not bind itself to accept the lowest tender or any tender and reserves full rights to reject any or all the tenders without assigning any reason whatsoever.

**8.2** Conditional tenders, incomplete tenders or otherwise considered defective and not in accordance with the tender conditions, specifications etc. are liable to be rejected.

**8.3** If the Tenderer deliberately gives wrong information in his tender, DFCCIL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/Performance Security/any other moneys due.

**8.4** Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.

**8.5** Should a Tenderer or Contractor or in the case of a Firm or Company of Contractors / one or more of its Partners/Shareholders/Directors have a relation or relations employed in DFCCIL, the authority inviting the tender shall be informed to the fact along with the offer, failing this DFCCIL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

**9.0** Estimated Cost of Work as indicated in the Section-1 and Section-3 is excluding GST. GST shall be paid as per applicability and based on Documentary Proof. As per GST Act, Anti Profiteering Measures shall be taken. Successful Agency shall pass Input Tax Credit to the DFCCIL and shall give Declaration within 3 days from the date of issue of Letter of Acceptance in the Format as per Annexure VII.

**10.0** Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012 issued by Ministry of MSME is followed:

- (i) Participating MSEs shall enclose with their offers, the proof of their being MSE registered with any of the agencies mentioned in the Notification of Ministry of MSME indicated below:
- a) District Industries Centers.
  - b) Khadi and Village Industries Commission.
  - c) Khadi and Village Industries Board.
  - d) Coir Board.
  - e) National Small Industries Corporation.
  - f) Directorate of Handicraft and Handloom.



- g) Any other body specified by Ministry of MSME.
- (ii) The MSEs must also indicate the terminal validity date of their registration.
- (iii) As advised by Ministry of Finance, Government of India vide Office Memorandum No. F.5/4/2018-PPD Dated 28/02/2018 and forwarded by Ministry of Railways vide Letter No. 2016/PL/56/1 Dated 19/03/2018, the MSE Bidders must declare their Udyog Aadhar Memorandum (UAM) Number issued by Ministry of MSME on Central Public Procurement Portal (CPPP), in order to identify themselves as MSE Vendors, failing which they will not be able to enjoy the benefits as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012, issued by Ministry of MSME. The MSE Bidders shall enclose Documentary Proof for the same.

Failing Clauses 10.0 (i), 10.0 (ii) and 10.0 (iii) above, such offers will not be liable for consideration of benefits detailed in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 Dated 23.03.2012 issued by Ministry of MSME.

**11.0 In pursuance of the Public procurement policy on MSE:**

- (i) Tender document will be provided free of cost to MSEs registered with any of the agencies mentioned in Clause 10.0 (i and iii) above for the item tendered.
- (ii) MSEs registered with the agencies mentioned in Clause 10.0 (i and iii) above for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).
- (iii) MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs and Women may be indicated and proof of same may be enclosed.

**12.0 Payment Terms:**

- (i) Payment shall be made on quarterly basis for which contractor shall submit quarterly bill/invoice before 15<sup>th</sup> of next month for the quarter completed.
- (ii) GST shall be paid as per applicability based on the documentary proof.
- (iii) Bill/Invoice shall be submitted in duplicate duly mentioning GST Registration number and signed and stamped by the contractor.
- (iv) Payment to the contractor shall be made through Electronic Clearing System (ECS). The Contractor shall submit complete bank details/NEFT Mandate Form issued by their bank.
- (v) Tax Deducted at Source (TDS) will be deducted from the payment due to the contractor as per Central Government/State Government Rules/Norms as applicable.
- (vi) No advance payment shall be made.
- (i) The contractor shall provide all the necessary details as required by DFCCIL for passing of Bill/Invoice.

### **13.0 Indemnity:**

The Contractor 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 Contractor 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 Contractor.

**14.0** In performing the terms and conditions of the contract, the Contractor shall at all times act as an Independent Contractor. The contract does not in any way create a relationship of principal and agent between DFCCIL and the Contractor. The Contractor 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 Contractor and their hired personnel shall never under any circumstance whatsoever, be entitled to claim themselves to be the employees of DFCCIL.

### **15.0 Force Majeure:**

**15.1** For the purpose of this contract, “Force Majeure” means an event which is beyond the reasonable control of a party which makes agency’s performance of its obligations under the contract impossible or so impractical as to be considered impossible under the circumstances.

**15.2** The failure of a party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event(s) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract and has informed the other party as soon as possible about the occurrence of Force Majeure condition.

### **16.0 Resolution of Disputes and Arbitration:**

**16.1** In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, shall be settled amicably through mutual negotiation by the parties. In case, there is no amicable settlement of disputes, the same shall be referred to the sole arbitrator as appointed by DFCCIL. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996. Notwithstanding any disputes between the parties, the contractor shall not be entitled to withhold, delay or defer its obligations, under

the contract, and the same shall be carried out in accordance with the terms and conditions of the contract.

**16.2** Notwithstanding any disputes between the parties, the contractor shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out in accordance with the terms and conditions of the contract.

**17.0 Termination of Contract:**

**17.1** The contract shall continue for a period stated in the clause of this contract and shall continue thereafter at the same Rates, Terms and Conditions until terminated by not less than three months' notice in writing by either party, provided that the Contractor shall be relieved from all liability under this contract for the safe working of the elevator and shall not be required to perform any service.

**17.2** The Contractor by notice in writing to the DFCCIL can forthwith terminate this contract in any of the following circumstances.

- a) If the DFCCIL fails to pay to the Contractor's money as and when due under this contract or where the Contractor is prevented for a conditional period of three months from performing its duties as per clause for any reason and for any circumstances beyond its control.
- b) Where without Contractor's prior written consent, any work within the scope of this contract is carried out by anyone other than the Contractor.
- c) Where after written notice to the DFCCIL about important work or replacement to be carried out which is not within the scope of this contract, the DFCCIL refuses or fails to carry out the said work, replacement within a reasonable time.

**18.0 Jurisdiction of Courts:**

The Courts of Delhi shall have exclusive jurisdiction in all matters arising out of and under this contract.

**19.0 Rights of DFCCIL:**

DFCCIL reserves the right to make additions/alterations to and/or amend the terms and conditions of the contract, without basically affecting the core of the contract.

## **SECTION - 5**

### **SCOPE OF WORK**

- 1.0 The Contractor shall follow the Standard Preventive and Corrective (Break down) Maintenance schedule of the OEM. Contractor shall submit the Standard Maintenance schedule to the DFCCIL.
- 2.0 Trained personnel employed by the Contractor under expert guidance of its Technical Staff will carry out maintenance work.
- 3.0 The Contractor will take all reasonable care and precaution in seeing that the lubricants and all consumables are provided whenever necessary and all parts of the lift are checked, cleaned and lubricated to keep them, both mechanically and electrically in a perfect condition.
- 4.0 The Contractor will replenish the gear and motor bearing with necessary OEM lubricants whenever necessary and all parts of the lift are checked, cleaned and lubricated to keep them, both mechanically and electrically in a perfect condition.
- 5.0 The Contractor shall deploy his Maintenance staff at least 12 times in a year for Preventive Maintenance. However, Contractor may have to deploy Maintenance Staff as and when needed. Contractor shall arrange all consumables, spares and Material including lubricants etc. as per Maintenance Requirement.
- 6.0 Upon notification by the DFCCIL of a breakdown or failure in the Lift, the Contractor shall send a Maintenance Team within two hours to carry out necessary repairs in order to restore the Lift to satisfactory working condition.
- 7.0 The Contractor will carry out according to its standards customary annual safety test to examine all safety devices. The Contractor will also carry out other tests as per the requirement.
- 8.0 The Comprehensive Annual Maintenance Contract (CAMC) includes renewal of lift licenses. The Contractor shall arrange the Annual Inspection of the Lifts as per the Statutory Requirements or otherwise.
- 9.0 A Log Book shall be maintained at site to record the Preventive Maintenance carried out and Break Downs (both Minor & Major) attended etc. This should be signed jointly by the Contractor and DFCCIL representative. In addition to this, Maintenance Service Sheets jointly signed by the Contractor and DFCCIL Representative shall be submitted.
- 10.0 The Contractor shall make arrangement for Registration of the Complaint and to attend the complaint round the clock as lifts are working round the clock. The defective period will be treated from the time of lodging of the complaint. The Contractor shall also display the Telephone No./Mobile No. and Address near each Lift for attending the Complaint.

- (a) Response time- Within 2 Hrs.
- (b) Attention time- Within 4 Hrs. (in case of Minor Repairs)  
( For Major Faults, please refer Clause-19.0);

11.0 The Contractor will provide training to at least eight persons of DFCCIL especially in rescue of trapped passengers/emergency operation of lift as and when desired.

12.0 The Contractor is not expected to assume possession or Management of any part of the equipment and the DFCCIL remain exclusively as the owner.

13.0 The Contractor shall deploy adequate skilled and trained staff and supervisor. They should be well qualified and conversant to keep the equipment properly. They will be responsible to maintain the Lifts in efficient, reliable and safe operating conditions. The Contractor shall always keep adequate Inventory of Maintenance Spares, Consumables etc.

14.0 The Contractor shall be liable for any loss/damage of material/human life due to poor maintenance/problem in Lift (s). The Contractor shall fully indemnify the DFCCIL.

15.0 The Contractor shall keep sufficient stock of original spare parts to be used during CAMC at site to minimize the ineffectiveness/break downs.

**16.0 To the extent possible, the contractor shall carry out Preventive Maintenance during Non-Working Hours like on Saturdays/Sundays and Holidays in consultation with DFCCIL.**

17.0 The Contractor will have to submit General Maintenance and Servicing Report along with Periodic Performance Monitoring Report for the entire Lift System including Breakdown Maintenance Report on a Monthly/Quarterly basis.

**18.0 General Exclusions:**

18.1 Refinishing, repair or replacement of following components is outside the scope of this contract: Elevator car enclosure (Inside), car flooring, car door and gate handles, door frames, sills push box covers in landings and car electric incoming mains and mirror. For replacement of any of these items, only material cost will be borne by DFCCIL & Labor etc. will be provided free of cost by the Contractor.

18.2 It is hereby specifically agreed that the Contractor would not in any way be liable to replace or repair free of charge, under this contract any damage caused to all or part of the Lift as a consequence of a faulty electrical system, fire, water seepage, flooding etc. In such an event, all repairs and replacements as may be necessitated, would be carried out at the cost and expense of the DFCCIL. It is recommended that the DFCCIL should take adequate protection from Insurance or similar companies to safe guard the equipment for damages that would occur due to such causes. In

such an event, the cost of repair/replacement should be reimbursed to the Contractor without any conditions or limitations.

18.3 It is agreed that the Contractor will not be required to make renewals or repairs necessitated by reasons of negligence or misuse of the Lift equipment. In such case, if repairs/renewals are done, the cost of the same will be borne by the DFCCIL.

**19.0 List of Major Breakdowns:**

<b>Sl. No.</b>	<b>Details</b>	<b>Time Required (Beyond 24 hrs.) (Upto)</b>
1	Motor	72 hrs.
2	Gear	72 hrs.
3	Brake Coil	72 hrs.
4	Door Motor	72 hrs.
5	V-sheave	72 hrs.
6	Diverter Wheel	72 hrs.
7	Pedestal Bearing	72 hrs.
8	Main VVVF Drive	72 hrs.
9	Rope	72 hrs.
10	OSG	72 hrs.

## SECTION - 6

### SPECIAL CONDITION OF CONTRACT

#### **1.0 Contractor's Obligations:**

- 1.1 All the Lifts are in good working conditions and the same should also be handed over to DFCCIL in good working condition after completion of CAMC work failing which the deduction shall be made from the Contractor's bill after calculating amount for defects/discrepancies.
- 1.2 Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Contractor or of any persons deployed by it pursuant to the Contract.
- 1.3 It shall be the responsibility of the Contractor to deploy only adult workers whose antecedents have been thoroughly verified, including character and police verification.
- 1.4 The Contractor shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under Labour Laws, etc. and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Contractor would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance. The Contractor shall have valid registration certificate for ESI, EPF and Contract Labour (Regulation and Abolition) Act 1970.
- 1.5 The Contractor would comply with the statutory requirements; rules and regulations applicable to deployed persons by the Contractor in the DFCCIL premises and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- 1.6 No relationship of employer and employee shall be entertained between the DFCCIL and the outsourced personnel engaged by the Contractor. The Contractor shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 1.7 The Contractor shall maintain all registers and records required under various Acts/Statutory Provisions and also for execution of contract, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.

- 1.8 The Contractor 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 Contractor to adhere to any statutory requirement, or to follow such rules, regulations, guidelines or procedures as may be required under any statute or directive.
- 1.9 The Contractor shall be the principal employer for all the deployed persons and such persons shall not have any right to claim employment or contract with the DFCCIL.
- 1.10 All the complaints/defects shall be attended and made good within the prescribed time after the lodging of the complaint failing which the penalty @ of Rs. 1000/- per day per lift for that period can be imposed and the amount will be deducted from the bill. The decision regarding the imposition of penalty shall be solely under the discretion of the Officer Incharge of the DFCCIL.

## 2.0 **DFCCIL's Obligations:**

- (i) To keep sills, machine room and pit clean.
- (ii) To notify the Contractor immediately of any malfunction whatsoever of the Lift.
- (iii) To use and instruct all persons using the Lift to use it in accordance with the Contractor's Reasonable Instructions.
- (iv) To prevent misuse or vandalism of the Lift.
- (v) To ensure that two trained persons in the building are available for emergency rescue of trapped passengers in every shift.
- (vi) To keep the machine room under lock and key to prevent pilferage and theft.
- (vii) Not to allow any other person, either his own or a third party to temper with repair or rectify any of the elevator components during the subsistence of this contract with the explicit understanding that any breach of this clause will relieve the Contractor of all further obligations under this contract.

## 3.0 **Payment Schedule:**

- 3.1 The Contractor shall be paid CAMC charges as per the Contract on quarterly basis at the end of each quarter. The Contractor shall submit documentary proof of maintenance along with the bill.
- 3.2 The General maintenance and servicing report along with periodic performance monitoring report for the entire lift system and breakdown reports shall be submitted in triplicate, which shall also be signed by the DFCCIL's representative.

## 4.0 **Shramikkalyan Portal of Indian Railways:**

- 4.1 Contractor is to abide by the provisions of Payment of Wages Act and Minimum Wages Act. In order to ensure the same, Indian Railways has developed an application and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in). Contractor shall register his Company/Firm/Agency and upload requisite details of labour and their payment in this portal. These details shall be



available in public domain. The Registration/Update of Portal shall be done as under:

- a) The Contractor shall apply for one time registration of his Company/Firm/Agency in the ShramikKalyan Portal with requisite details subsequent to issue of Letter of Acceptance (LOA). Officer Incharge shall approve the Contractor's Registration on the Portal within 7 days of receipt of such request.
- b) The Contractor once approved by Officers Incharge, can create password with Login ID for subsequent use of Portal for all LOAs issued in his favour.
- c) The Contractor once registered on the Portal, shall provide the details of his Letter of Acceptance (LOA) on Shramik Kalyan Portal within 15 days of Issue of LOA for approval of DFCCIL Officer Incharge. Officer Incharge shall update (if required) and approve the details of LOA filled by the Contractor within 7 days of receipt of such request.
- d) After approval of LOA by Officer Incharge, Contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramik Kalyan 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 and payment made thereof after each wage period.

4.2 While processing payment of any "On Account Bill/Running Bill" or "Final Bill" or release of "Performance Guarantee/Security Deposit", Contractor shall submit a certificate to the DFCCIL Officer In-charge that "I have uploaded the correct details of Contract Labours engaged in connection with this contract and payment made to them during the wage period in Shramik Kalyan Portal at [www.shramikkalyanportal.indianrailways.gov.in](http://www.shramikkalyanportal.indianrailways.gov.in) till \_\_\_ Month \_\_\_\_ Year".

**SECTION-7**  
**ANNEXURES**

**ANNEXURE-I**

Format of Bank Guarantee for Performance Security

Bank Guarantee No.: .....

Dated:

To,

Dedicated Freight Corridor Corporation of India Limited

Metro Station Building Complex, 5<sup>th</sup> Floor,

Pragati Maidan, New Delhi.

Reference: Contract No....., awarded on .....

This deed of Guaranty made this day of \_\_\_\_\_ between \_\_\_\_\_ (name of Bank) having registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ (hereinafter referred to as “Bank”) of the one part and

Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. \_\_\_\_\_ for construction of \_\_\_\_\_ (hereinafter called “the contract”) to M/s \_\_\_\_\_ its registered office at \_\_\_\_\_ (hereinafter called “the Contractor”).

Whereas the contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs. \_\_\_\_\_ (Rs. in words).

Now, we the undersigned (Name of Bank official), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs. \_\_\_\_\_ (Rs. in words) as stated above.

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (in words) only.

We \_\_\_\_\_ (indicate the name of Bank), further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us (name of Bank) under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We \_\_\_\_\_ (indicate the name of bank), to 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 and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by \_\_\_\_\_ (Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under the guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we \_\_\_\_\_ (name of bank) unconditionally undertake to renew this guarantee or to extent the period of guarantee form year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we \_\_\_\_\_ (name of bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We \_\_\_\_\_ (indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to power exercisable by the Employer against the said contractor and to forbear of enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Contractor.

The expressions “the Employer”, the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

We \_\_\_\_\_ (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

**Notwithstanding anything to the contrary contained hereinbefore:**

1. Our liability under this Bank Guarantee shall not exceed and restricted to Rs. \_\_\_\_\_ (in words).
2. This Bank Guarantee shall be valid from to \_\_\_\_\_, unless extended on demand by Employer.
3. The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before \_\_\_\_\_.

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on \_\_\_\_\_ this day of \_\_\_\_\_ being herewith duly authorized.

Bank Seal

Signature of Bank Authorized Official with seal

Name:

Designation:

Address:

Witness:

1. Name  
Designation  
Address

2. Name  
Designation  
Address

## ANNEXURE-II

### **FORM OF AGREEMENT**

*(TO BE EXECUTED ON A RS. 100/- NON JUDICIAL STAMP PAPER)*

Name of the work: .....

This agreement is made on the ---day of ----- between DFCCIL herein after called “the Employer” of the one part and M/s-----herein after called “the contractor” of the other part.

Whereas the Employer is desirous that the work of .....  
“Herein after called the “works” and has accepted a Tender by the contractor for the execution and completion of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
  - i) Letter of Acceptance (LOA).
  - ii) Notice Inviting Tender.
  - iii) Check List for Documents to be submitted.
  - iv) Instructions to Bidders.
  - v) General Conditions of Contract.
  - vi) Scope of Work.
  - vii) Special Conditions of Contract.
  - viii) Financial Bid.
  - ix) Corrigendum/Addendums if any.
  - x) Successful Tenderer’s Submittal.
  - xi) All Tender Forms & Annexure.
  - xii) The Contractor’s undertaking.
  - xiii) Documents to be submitted as per Check Sheet not covered in Successful Tenderer’s Submittal/Any Other Relevant Document.
3. In consideration of the payment to be made by the Employer to the Contractor as herein after mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by-----and remedy any defects therein in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein. The Contract price of Rs.----- being the sum stated in the Letter of Acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times and in the manner prescribed by the contract.

**5. OBLIGATION OF THE CONTRACTOR:**

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

**6. JURISDICTION OF COURT:**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all the disputes arising out of this agreement between the parties.

IN WITNESS WHERE OF the parties hereto have caused their respective Common Seals to be hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year first above written.

For and On Behalf of the Contractor  
Signature of the Authorized Official  
Name of the Official  
Stamp/Seal of the Contractor  
SIGNED, SEALED AND DELIVERED

For and On Behalf of the Employer  
Signature of the Authorized Official  
Name of the official  
Stamp/Seal of the Employer

By the Said  
.....Name  
.....

By the Said  
.....Name  
.....

On Behalf of the Contractor in the  
Presence of  
Witness.....  
Name.....  
Address.....

On Behalf of the Contractor in the  
Presence of  
Witness.....  
Name.....  
Address.....

**Note:**

\*to be made out by the Employer at the time of finalization of the Form of Agreement\*\*blanks to be filled by the Employer at the time of finalization of the Form of Agreement

\*\*\*TO BE DELETED IF NOT APPLICABLE

**ANNEXURE-III**

**CONSTITUTION OF THE FIRM/COMPANY**

1. Full name of Contractor's Company/Firm/Agency and Year of Establishment.  
\_\_\_\_\_
2. Registered Head Office Address with Telephone No., Fax No. and E-Mail ID if any.  
\_\_\_\_\_
3. Registered/Branch Office in India. \_\_\_\_\_  
Address on which correspondence regarding this tender should be done.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Constitution of Firm/Company (Give full details including Name of Partners/Executives/Power of Attorney/Holders etc.) Documentary Evidence to be attached.  
\_\_\_\_\_
5. Particulars of Registration with Government.  
\_\_\_\_\_

**ANNEXURE-IV**

**Performa for Affidavit. {on the Letterhead of the Contractor}**

I..... Proprietor/Director/Partner of the firm M/s .....do hereby solemnly affirm that the firm M/s..... has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

**Signature of Proprietor/Director/Partner**

**With official stamp.**



**ANNEXURE-V**  
**Declaration for DFCCIL**

This is to confirm that I, \_\_\_\_\_ (Name of Authorized Person of Company/Firm/Agency), \_\_\_\_\_ (Designation of this Person) at \_\_\_\_\_ (Name of the Company/Firm/Agency), have passed the benefit of Input Tax Credit available on the \_\_\_\_\_ (goods/services) having HSN \_\_\_\_\_ supplied to the Dedicated Freight Corridor Corporation of India Limited after introduction of Goods and Services Tax w.e.f. 1<sup>st</sup> July, 2017.

Further, it is to confirm also that in case \_\_\_\_\_ (Name of the Company/Firm/Agency) will receive any further benefit in future after 1st July, 2017 by way of availing Input Tax Credits which were not allowed to be availed before 1st July, 2017 or reduction in Tax Rates or in any other manner which results in reduction of cost of the \_\_\_\_\_ Goods/Services supplied to the Dedicated Freight Corridor Corporation of India Limited, than we will pass that benefit to the Dedicated Freight Corridor Corporation of India Limited also.

Signature of the Authorized Person \_\_\_\_\_  
Name of the Authorized Person \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of the Company/Firm/Agency \_\_\_\_\_

**SECTION - 8**

**FINANCIAL BID**

**TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF 04 NOS.  
OF PASSENGER LIFTS INSTALLED IN DFCCIL CORPORATE OFFICE.**

**(Tender No.: HQ/AD/Lifts/CAMC/19)**

**(04 no. of Passenger Lifts (L/B-4371, L/B-4372, L/B-4373 & L/B-4374))**

<b>Item NO.</b>	<b>Description of Item</b>	<b>Estimated CAMC Charges per Year for Four Lifts (Exclusive of GST) in Rs.</b>	<b>Offered CAMC Charges per Year for Four Lifts (Exclusive of GST) in Rs. in Figures.</b>	<b>Offered CAMC Charges per Year for Four Lifts (Exclusive of GST) in Rs. in Words.</b>
1	CAMC charges for Four Lifts per Year for 1st Year.	Rs.7,44,068/-		
2	CAMC Charges for Four Lifts per Year for 2nd Year.	Rs.7,44,068/		
	<b>Total CAMC Charges for Two Years for 4 Lifts Excluding GST</b>	<b>Rs.14,88,136/-</b>		

**Note:**

1. Rates should be filled per year excluding GST.
2. The rates should be quoted in figures and in words. If there is any variation between the rates quoted in figures and in words, the rates quoted in 'Words' shall be taken as correct rates.
3. The Contractor is required to quote their online rates in the given format of excel sheet on website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL). Only Rates quoted online shall be considered for tender evaluation.
4. Tender accompanied by any conditions is liable to be rejected.

**End of Tender Document**