



**E- TENDER DOCUMENT
FOR**

Supply, Erection, Testing and Commissioning of 2HP single phase standby submersible pump with provision of bore at all stations, IMDs and IMSDs and Staff quarters in New Bhaupur - New Khurja section of DFCCIL under CGM/Tundla



**DEDICATED FREIGHT CORRIDOR
CORPORATION OF INDIA LIMITED
(A Government of India Undertaking)
MINISTRY OF RAILWAY**

CGM/TDL/DFCCIL OFFICE
3/20, KPS Tower, Mayur Complex, 3rd Floor,
Near Tulsi Cinema, NH-02, Nagla Padi, Agra-282002



INDEX

S.N.	ITEM	PAGE NO.
1	E- TENDER DOCUMENT	1
2	INDEX	2
3	TOP SHEET	3
4	TENDER FORM	4
5	NOTICE INVITING E-TENDER	5-7
6	ELIGIBILITY CRITERIA	8-11
7	INSTRUCTIONS TO TENDERER AND CONDITIONS OF TENDERING	12-19
8	SPECIAL CONDITION OF CONTRACT	20-32
9	PRICES AND PAYMENT	33-45
10	SCOPE OF WORK & EXPLANATORY NOTES	46-47
11	GENERAL CONDITION OF CONTRACT	48
12	ANNEXURES	49-67
	FINANCIAL OFFER	68
1	SCHEDULE OF RATES	69-70
2	OFFER TO BE FILLED BY TENDERER(S) IN OFFER SHEET	71
	END OF DOCUMENT	72

Total Pages: 72 (Seventy Two) Pages



TOP SHEET

Tender No. DFCCIL/EL/TDL/BPUN-KRJN/T-012

Date 30.09.2021

Name of work: Supply, Erection, Testing and Commissioning of 2HP single phase standby submersible pump with provision of bore at all Stations, IMDs and IMSDs and Staff quarters in New Bhaupur - New Khurja Section of DFCCIL under CGM/Tundla

Estimated Cost of work: Rs. 76,46,445.00 (Seventy Six Lakh Forty Six Thousand Four Hundred forty Five rupees only) including GST.

**Earnest Money Deposit/
Bid Security:** Bid Security Declaration

Completion Period: Total 04 (Four) Months from the date of issue of letter of acceptance.

Date of Opening: 01.11.2021 at 15:30hrs

For and on behalf of

**CGM/TDL.
DFCCIL Office.**



_____ DFCCIL
TENDER FORM

Place:.....

Date:

Tender No.

Name of Work

**Chief General Manager ,
Dedicated Freight Corridor Corporation of India Limited,
3/20,KPS Tower, Mayur Complex,, 3rd Floor,
Near Tulsi cinema, NH-02, Nagla Padi,
Agra-282002, U.P.**

I / We have read the various conditions of tender attached hereto and agree to abide by the said conditions. I / We also agree to keep this tender open for your acceptance for a period of **45 days** from the date fixed for opening the same. I /We offer to do the work for **“Supply, Erection, Testing and Commissioning of 2HP single phase standby submersible pump with provision of bore at all stations, IMDs and IMSDs and Staff quarters in New Bhaupur - New Khurja Section of DFCCIL under CGM/Tundla”** at the rates quoted in attached schedule and here by bind myself/ourselves to complete the work in all respects within **04 (Four) months from the date of issue of letter of acceptance of the tender.**

2. I / We also hereby agree to abide by the all the DFCCIL/Indian Railway Standard General Conditions of Contract, with all correction slip up to date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by DFCCIL/Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slip up-to-date for the present contract.
3. **Bid Security Declaration:** I/We, M/s (Name of bidder) am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration.
4. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witness :

Signature of Tenderer(s)

(1).....

Date.....

(2).....

Address.....



Dedicated Freight Corridor Corporation of India Limited
(A Government of India Undertaking)
MINISTRY OF DFCCIL

Tender No. DFCCIL/EL/TDL/BPUN-KRJN/T-012

Date: 30.09.2021

M/s _____

NOTICE INVITING E- TENDER

- 1 Chief General Manager/TDL, DFCCIL, 3/20, KPS Tower, Mayur Complex, 3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P., invites **open E - Tenders in single packet system** on prescribed forms from firms/companies meeting qualifying requirements and having requisite experience and financial capacity for the following works: -

Tender No.	DFCCIL/EL/TDL/ BPUN-KRJN/T-012
Name of Work	Supply, Erection, Testing and Commissioning of 2HP single phase standby submersible pump with provision of bore at all stations, IMDs and IMSDs and Staff quarters in New Bhaupur - New Khurja Section of DFCCIL under CGM/Tundla
Estimated Cost of work	Rs. 76,46,445.00 (Seventy Six Lakh Forty Six Thousand Four Hundred Forty Five rupees only) including GST.
Period of Contract	Total 04 (Four) Months
Earnest Money Deposit/ Bid Security	Bid Security Declaration.
Tender Document Cost	Rs.5900.00 (inclusive of all taxes and duties) to be Submitted in DFCCIL account on IREPS Portal.
Date of Sale (Online)	From Date 30.09.2021
Issue of Corrigendum, if any	On or after Date 30.09.2021 (on www.ireps.gov.in)
Date and Time of submission of tender	On or before Date 01.11.2021 and time 15:00hrs
Date and Time of opening of tender	Date 01.11.2021 and time 15:30hrs
Defect Liability Period	12 (Twelve) Months



2 ELIGIBILITY CRITERIA

Eligibility of the applicants shall be assessed based on the “**Eligibility Criteria**”, “**Essential Qualifying Criteria**” and “**Other Qualifying Criteria**” as given in **Notice Inviting E-Tender.**

The Tender document can be downloaded from IREPS website www.ireps.gov.in and DFCCIL’s website www.dfccil.com. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections, additions or alterations in the downloaded tender documents are made, such tender shall summarily rejected.

3. The cost of tender documents shall be deposited in DFCCIL account on IREPS portal.
4. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on IREPS website. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders.
5. The tender documents shall be submitted in online mode through website www.ireps.gov.in in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of TDC to be uploaded. Detailed credentials as per the requirement of eligibility criteria in “**Technical offer**” as well as “**Financial offer**” to be submitted through IREPS portal. **Bids are required to be submitted only by online mode and uploaded on the e-tendering web site using Digital Signature for signing the documents.**
6. Tenders shall be opened at **the address given below** at 15:30 hours on the same day in the presence of the tenderer(s) or their authorized representatives intending to attend the opening.

Address of Office of the Chief General Manager/ TDL (for Opening of E-tenders):

Chief General Manager/TDL, DFCCIL, 3/20, KPS Tower, Mayur Complex, 3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282005, U.P.

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

- i) Bid Security Declaration
- ii) Technical offer.
- iii) Financial offer.

7. Tender shall be submitted as per “Instructions to Tenderers” as followed on IREPS portal.
8. Any tender received without Bid Security Declaration in the form as specified in tender documents shall not be considered and shall be summarily rejected.
9. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL’s assessment of suitability as per eligibility criteria shall be final and binding.



10. 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. The decision of DFCCIL in this regard shall be final and binding.
11. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 10.0 of Notice Inviting Tender.
12. The validity of the offer shall be 45 days.
13. The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from website mentioned above.

We look forward for your active participation.

For and on behalf of **DFCCIL**
Chief General Manager/TDL



1.0 ELIGIBILITY CRITERIA

The tenderer shall satisfy the following eligibility criteria to qualify for this tender:

I. Essential Qualifying Criteria

A. Firms/companies

- (i) The tenderer should have a registered office anywhere in India.

The documentary proof regarding A. above should be submitted as part of the tender document.

Note: For the purpose of documentary proof of “registered office” as mentioned in (i) above any address of office as mentioned in any of the following documents submitted along with the original offer by tenderer(s) may be considered as registered office of the tenderer(s).

1. Address mentioned in the article of association of company duly registered under Companies Act, 1956.
2. Address mentioned in Partnership Deed
3. Address mentioned in Trade License obtained by the individual from Govt. body.
4. Address mentioned in any tax departments.
5. Address mentioned in P.F. Registration documents.

B. Technical capability:

1. In support of their credentials, the Tenderer(s) should have to submit documents as stipulated in tender document along with their tenders.
2. THE TENDERER(S) SHOULD SATISFY THE FOLLOWING MINIMUM ELIGIBILITY CRITERIA AS UNDER –

Firm must have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single work for a minimum of 35% advertised value of the tender.

Work executed with Central/State Govt./Semi-Govt. organizations/Authorities, PSUs, Govt. of India undertakings shall only be considered to qualify above eligibility. Certificates from the private Individuals/ Organizations shall not be considered.

The Tenderer(s) will produce/attach the certificate of Work completion with the Tender Document as per above and such certificate should clearly supported by following details:-

- a) Name of Agency issuing a certificate.
- b) Date of issue of certificate.
- c) The name of Work.
- d) The Acceptance letter no.
- e) The date of issue of Acceptance letter.
- f) Agreement no.
- g) Date of execution of Agreement.
- h) Date of original Completion of Work as per Acceptance Letter.



- i) Date of Actual completion of Work.
- j) The Amount of Work done as per Agreement (in Rupees).
- k) The Final Amount of Work at the time of Completion of Work (in Rupees).
- l) Whether the Work is completed satisfactory or not satisfactory.

Notes:

Following will be considered as similar work:

Similar nature of work of this tender is:- *“Satisfactory execution of electrical works related to Installation & Commissioning of Water Supply Pump or Service Building or Staff Quarters or Offices or Colony/Circulating area lighting or Washing pit, Shed & workshop or Stringing & Dismantling of LT & HT overhead mains or Combination of any of the above works.”*

The tenderer (s) must be an established, experienced and reputed construction firm and have regularly undertaken works of the similar type tendered for and have adequate technical knowledge and practical experience in field.

C. Financial capability

The contractual payments received by the Firm or the arithmetic sum of contractual payments received by Firm in the previous three financial years and current financial year upto the date of opening of tender shall be at least 150% of the estimated value of the work as mentioned in the tender.

Certified true copy of audited annual account are to be submitted as a proof along with bid documents. In case the annual accounts are not audited, the contract sum received for the required period should be duly certified by the chartered Accountant.”

Each tenderer has to satisfy the eligibility criteria for technical capability, competence as well as for financial capacity and organizational resources as specified in the tender documents to qualify for consideration of bid submitted by tenderer(s).

There should not be any unsatisfactory performance Report of the Contractor from any source.

Tenderer(s) may please note that their offers will be evaluated as per the credentials/ documents attached by the tenderer(s) along with the tender/offer.

D. JVs SHALL NOT BE CONSIDERED.

II. System of verification of Tenderer’s credentials : -

Railway board letter no. 2017/Trans/01/Policy dated 08.02.2018, accordingly following changes have been approved by Railway board.

For the works tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or



authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender. The system shall be applicable once it is made operational in IREPS. This system is already being followed by some of Railway/DFCCIL PSUs.

1. In all works tender documents, followings para may be added in the section describing the qualification and eligibility criteria.

“The tenderers shall submit a notarized affidavit on a non judicial stamp stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-V. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the tender document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned”.

With the submission of the affidavit as mentioned above, the practice of verification of tenderer(s) documents by the Railway/DFCCIL may be dispensed with.

- a) The Railway/DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall when so required by the Railway/DFCCIL, make available such information, evidence and documents as may be necessary for such verification. Any verification or lack of such verification, by the Railway/DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the Railway/DFCCIL thereafter.
 - b) In case any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railway/DFCCILs for 5 (five) years.
 - c) With such a system of self certification of credentials, tender finalization should also be speed up. It has accordingly been decided that the tender validity period should be reduced to 45 days for single packet and 60 days for two packet system of tendering (in place of the present limits of 90 days and 120 days) for tenderers having affidavit based system of credential verification.
2. The tenderers shall provide satisfactory documentary evidences acceptable to Railway/DFCCIL along with the tender to show that:
 - 2.1 They have an established technically competent and adequate staffs organization to ensure that the services required under this tender can do satisfactorily.
 - 2.2 They have sufficient equipments; plants and machinery to meet the obligations under the contract and to complete the work contract all within the stipulated time schedule and accepted by him.
 - 3 The tenderer should submit the details of similar works done in the past.
 - 4 The tenderer should submit the attested copies of the certificates obtained from the agencies wherever the works have completed successfully. These certificates should indicate the



details of installation and successful commissioning of the similar type of equipments executed by the tenderer.

- 5 The tenderer will submit, along with offer list of work in hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award of work.
- 6 They have adequate financial resources to meet the obligations under the contract. They have also required to submit the report from recognized bank of financial institutions.

PART – I

CHAPTER –I

Instructions to Tenderer and Conditions of Tendering

1.1.1 General (for on line tendering system)

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL, Delhi has decided to use the portal (<https://www.ireps.gov.in>) of a Government of India. Benefits to Suppliers/service providers are outlined on the Home-page of the portal.

1.1.2 Instructions

a. Online E-Bidding Methodology:

Online E- Bid System – Financial bids and Technical bids shall be submitted by the bidder at the same time in single Packet

b. Broad outline of activities from Bidders perspective:

- i. Procure a Digital Signing Certificate (DSC)
- ii. Register on Electronic Tendering System (ETS)
- iii. Create Users and assign roles on ETS
- iv. View Notice Inviting Tender (NIT) on ETS
- v. Download Official Copy of Tender Documents from ETS
- vi. Clarification to Tender Documents on ETS – Query to DFCCIL (Optional) - view response to queries posted by DFCCIL, through addenda.
- vii. Bid-Submission on ETS: Prepare and arrange all document/paper for submission of bid online and tender fees and EMD deposit on offline.
- viii. Attend Public Online Tender Opening Event (TOE) on ETS
- ix. Post-TOE Clarification on ETS (Optional)-Respond to DFCCIL's Post-TOE queries
- x. 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 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. Fin. offer tab brings up the Financial Offer Page

where the bidder can submit his rates against the schedule items included in the tender.

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself.

c. Digital Certificates

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 Authorities (CCA) [refer <http://www.cca.gov.in>].

d. Registration

The Tender document can be downloaded from the website www.ireps.gov.in and to be submitted in the e-format. Cost of the Tender Document has to be submitted to DFCCIL online through IREPS portal before the scheduled date and time of submission of the tender and Bid security declaration has to be submitted otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with www.ireps.gov.in for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

e. DFCCIL, has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

1.1.3 General (for tender)

1.1.3.1 Name of the Work: Supply, Erection, Testing and Commissioning of 2HP single phase standby submersible pump with provision of bore at all Stations, IMDs and IMSDs and Staff quarters in New Bhaupur - New Khurja Section of DFCCIL under CGM/Tundla.

1.1.3.2 “A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum and Articles of Association, etc. along with original Power of Attorney of authorized signatory”.

1.1.3.3 The work is proposed to be executed under the following relationship.

A) Employer: DFCCIL address - CGM/TDL, DFCCIL,3/20, KPS Tower, Mayur Complex ,3rd Floor, Near Tulsi Cinema , NH-2 Nagla Padi Agra-282002

B) Contractor: The successful tenderer to whom the work is awarded shall become the contractor for the execution of this work.

1.1.3.4 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/“tenderer”), “bid/tendered”, “bidding”/“tendering”, etc.) are synonymous. Day means calendar day. Singular also means plural.

1.1.3.5 Scope of Work -

Supply, Erection, Testing and Commissioning of 2HP single phase standby submersible pump with provision of bore at all Stations, IMDs and IMSDs and Staff quarters in New Bhaupur - New Khurja Section of DFCCIL under CGM/Tundla.

The scope given above is only indicative. The detailed scope has been described in the tender documents.

1.1.3.6 Estimated cost of the work: **Rs. 76,46,445.00 (Seventy Six Lakh Forty Six Thousand Four Hundred Forty Five rupees only)** including GST.

1.1.3.7 Tenderer(s) may carefully 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. The decision of Employer in this respect shall be final and binding.

1.1.3.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated.

1.1.4 Cost of Bidding

1.1.4.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

B. The Bidding Documents

1.1.5 Content of bidding documents submitted through online mode only

1.1.5.1 The bidding documents include the following:

1. Notice Inviting Tender
2. Instructions to tenderer(s)
3. Tender Form
4. Special Conditions of Contract
5. General Terms and Conditions of Contract
6. Financial bid and Bill of Quantities

1.1.5.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not

substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.

1.1.6 Understanding and Amendment of Tender Documents

- 1.1.6.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies and other circumstances in execution of the work. It shall also carefully read and understand all its obligations and liabilities given in tender documents.
- 1.1.6.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
- 1.1.6.3 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.
- 1.1.6.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

C. Preparation of the Bids

1.1.7 Language of Bid

- 1.1.7.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

1.1.8 Signing of All Bid papers and Completing Bill of Quantities

- 1.1.8.1 All the pages of the tender documents and credentials submitted by tenderer shall be digitally signed by the tenderer or his representative holding the Power of Attorney.
- 1.1.8.2 The tenderer must fill and submit the prices as per instructions given in schedule of rates. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate as per instructions, his tender shall be summarily rejected.
- 1.1.8.3 The tenderer must ensure that tender documents shall be submitted on line through class 3 Digital Signature only. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID and password in www.ireps.gov.in through IREPS portal.

1.1.9 Deviations

The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. Tenderers are advised not to make any corrections, additions or alterations in the in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

1.1.10 Earnest Money (Bid Security)

Bid Security Declaration: I/We, M/s (Name of bidder) am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. I/We understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We i.e., the bidder shall be banned from submission of bids in any Works / Service Tender issued by Indian Railways/DFCCIL for a period of 12 months from the date of such banning done on e-platform IREPS.

1.1.11 Period of validity of the tender:

- 1.1.11.1 The tender shall remain valid for the period 45 days after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- 1.1.11.2 Notwithstanding the above clause, Employer may solicit the tenderer's consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

Submission of Bids

1.1.12 Deadline for submission of tender

- 1.1.12.1 The tender documents shall be submitted in online mode through website www.ireps.gov.in in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of TDC to be uploaded. Detailed credentials as per the requirement of eligibility criteria in “**Technical offer**” as well as in “**Financial offer**” are to be uploaded. **Bids are required to be submitted only by online mode through e-tendering web site (IREPS portal) using Digital Signature class 3 for signing the documents.**
- 1.1.12.2 A tender received without on line to Employer is liable to be rejected.
- 1.1.12.3 Tender document fees received after opening of the tender shall be rejected.

1.1.13 Withdrawal of tender

No tender can be withdrawn after submission and during tender validity period.

1.1.13.1 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

1.1.14 Submission of tender/bid:-

1.1.14.1 The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned -

- a) Forwarding letter of the tenderer.
- b) Documents to be submitted as per required documents
- c) Scanned copy of tender document fees.
- d) The Bill of Quantities with prices quoted as mentioned.

1.1.14.2 Tender document fees shall be deposited in DFCCIL account and proof of transition along with transaction ID to be scanned and uploaded along with Tender document.

1.1.15 Bid opening and Evaluation

1.1.15.1 **Opening of the Tender:-** Tenders will be opened on line at the address mentioned in “Notice Inviting Tender” in presence of tenderer(s) or authorized representatives of tenderer(s) who wish to attend the opening of tenders.

The sequence of opening shall be:

- i) Bid Security Declaration
- ii) Technical offer.
- iii) Financial offer.

1.1.15.2 Tenderer(s) or their authorized representatives who are present shall sign register in evidence of their attendance.

1.1.15.3 Tenderer’s name, presence or absence of Earnest Money Deposit (EMD)/Bid Security Declaration, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

1.1.16 Clarification of the tenders

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

1.1.17 Preliminary examination of bids

1.1.17.1 The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

1.1.17.2 Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by

multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.

1.1.17.3 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:

- i) That affects in any substantial way the scope, quality or performance of the contract.
- ii) That limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the successful Bidder's obligations under the contracts; or
- iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

1.1.17.4 If a bid is not substantially responsive, it shall be rejected by the Employer.

1.1.17.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

1.1.18 Evaluation and comparison of tenders

1.1.18.1 In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in "**Eligibility Criteria**". The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

1.1.18.2 The Employer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

1.1.19 Canvassing

No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

1.1.20 Right to accept any tender or reject all tenders

Employer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the

contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

1.1.21 If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer shall deem such tender as invalid.

1.1.22 Award of Contract

1.1.22.1 Employer shall notify the successful tenderer in writing by a Registered Letter /Courier /Speed Post/email or per bearer that his tender has been accepted.

1.1.22.2 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer and the contractor till such time the contract agreement is signed.

1.1.23 Help desk for E-Tendering

1.1.23.1 For any difficulty in downloading and submission of tender document visit at website www.ireps.gov.in. Users can send their queries to the Help desk through E-Mail. E-Mail ID of Help Desk is mentioned on the Help desk page (helpdesk.eps@cris.org.in). The reply to the query will be sent to the E-Mail ID of the user.

1.1.23.2 Bidder manual and system requirement is available on web site www.ireps.gov.in for Necessary help.



PART-I CHAPTER -II

SPECIAL CONDITIONS OF CONTRACT

1.2.1 INTRODUCTION

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

CGM/Tundla unit have jurisdiction from New Bhaupur to New Khurja with it's CGM/Tundla unit at Agra.

1.2.2 Definitions

1.2.2.1 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 APL-1 section (Bhaupur –Khurja) and shall mean and include their successors, of the successor DFCCIL.
- iii) "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.
- iv) 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.
- v) "TENDER or BID" means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, or Consortium for the execution of the works.
- vi) "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.
- vii) "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.
- viii) "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.

- ix) "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/ Tundla (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.
- xv) "ACCEPTING AUTHORITY" shall mean the Chief General Manager/Tundla of DFCCIL or any other officer authorized for dealing with the works for the purpose of this tender/Contract.
- xvi) Definitions mentioned in these tender documents elsewhere will be followed. In Case there is an ambiguity in any definition, the decision of CHIEF GENERAL MANAGER /Tundla / DFCCIL regarding the interpretation shall be final and binding.

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

1.2.3.1 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.

1.2.3.2 The location of work is located in the state of Uttar Pradesh.

1.2.3.3 SCOPE OF WORK:-

Supply, Erection, Testing and Commissioning of 2HP single phase standby submersible pump with provision of bore at all Stations, IMDs and IMSDs and Staff quarters in New Bhaupur - New Khurja Section of DFCCIL under CGM/Tundla.

1.2.4.1 *The brief scope of work covers "Supply, Erection, Testing and Commissioning of 2HP single phase standby submersible pump with provision of bore at all Stations, IMDs and IMSDs and Staff quarters in New Bhaupur - New Khurja Section of DFCCIL under CGM/Tundla".*



- 1.2.4.2 Place of work- In the jurisdiction of DFCCIL, New Bhaupur – New Khurja section under CGM Tundla and OCC at Allahabad. The work shall be executed under supervision of authorized representative of CGM/TDL, GM/EL/TDL or PM/EL/TDL. If required by DFCCIL any other station/Site may be included under Schedule of work and no additional charges shall be given for this.
- 1.2.4.3 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.
- 1.2.4.4 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.

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 Uttar Pradesh.

1.2.5 LOCAL CONDITIONS :

- 1.2.5.1 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.
- 1.2.5.2 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.
- 1.2.5.3 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.
- 1.2.5.4 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.

1.2.6 INTEGRATION WITH EXISTING WORKS:

1.2.6.1 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.

1.2.7 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.

1.2.8 SCHEME OF WORK AND PROGRESS REPORT:

1.2.8.1 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.

1.2.8.2 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.

1.2.9 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.

1.2.10 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 or 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.

1.2.11 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.



1.2.12 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 programme which are necessary to ensure correct/ satisfactory performance as detailed in tender papers.

1.2.13 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.

1.2.14 DEFAULT AND DELAY

1.2.14.1 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.

1.2.14.2 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.

1.2.15 CONTRACTOR'S RESPONSIBILITY FOR DISCREPANCY:

- a) 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.
- b) 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.

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

- 1.2.16.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound 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.
- 1.2.16.2 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.
- 1.2.16.3 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.

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

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

1.2.18 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.

1.2.19 ACCESS TO WORK SITE:

- a) 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.
- b) 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.
- c) 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.

1.2.20 **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 2014(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.
- 1.2.21 **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.
- 1.2.22 **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/TDL in OEM premises before dispatch. For low value item “**on site inspection**” will be done by authorized representative of GM/EL/TDL. Firm will provide necessary document for the inspection.
- 1.2.23 **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.
- 1.2.24 **TIME SCHEDULE:** -
- 1.2.24.1 The entire work is required to be completed in all respects within 04 (Four) month 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 2014 (Part-II) of Indian Railway, along with latest correction slips and amendments.
- 1.2.24.2 The Contractor shall be expected to initiate work immediately after receipt of “**Letter of Acceptance**”.
- 1.2.25 **RATES:** -
- 1.2.25.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 1.2.25.2 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.
- 1.2.25.3 GST is inclusive for this tender.



- 1.2.25.4 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.
- 1.2.25.5 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.

1.2.26 **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.

1.2.27 **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.

1.2.28 **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.



1.2.29 **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:

- i) The Contract Agreement.
- ii) Letter of Acceptance.
- iii) Tender Form
- iv) General Information
- v) Notice Inviting Tender (with Annexes)
- vi) Instructions to Tenderers
- vii) Special Conditions of Contract
- viii) Annexures
- ix) Bill of Quantities (BOQ)/Schedule of Rate
- x) General Terms and Conditions of Contract

1.2.30 **JURISDICTION OF COURTS:-**

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

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

1.2.32 **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.

1.2.33 Penalties for Safety Lapses:- Any violation in adhering to the terms and conditions stipulated in I.R GCC July-2014 would also attract to penalties payable by you as per IR GCC July-2014 Provisions.

1.2.34 **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.

1.2.35 **RELEASE OF RETENTION MONEY:**

1.2.35.1 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.



1.2.35.2 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.

1.2.36 **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 31st day after the date of issue of LOA. In case, the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting 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/TDL/DFCCIL/Agra (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.

1.2.37 **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.

1.2.38 **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.

1.2.39 **ELECTRICAL CONTRACTOR LICENSE:**

Contractor must have valid Class-'A', Electrical Contractor License issued from appropriate government authority to execute mentioned works.



PART -I

CHAPTER -III

PRICES AND PAYMENT

1.3.1 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.

1.3.2 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 ContractTax) 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-1.3.18. 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) EXPLANATORY NOTES

Explanatory notes for various items of work included in Schedule, are given in Part-I, Chapter-IV.

1.3.3 NON-SCHEDULE & ADDITIONAL SUPPLIES:

1.3.3.1NON-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.

1.3.3.2 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.

1.3.4 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 been titled 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.

1.3.5 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

1.3.6 TERMS OF PAYMENT

A. Payment

A.1 Payments for erection and commissioning included in schedule shall be made in stages as under;



- a. **80%** payment as per rates indicated in schedule along with percentage accepted will be made after Supply and Erection of material in which Erection is an integrated activity.
- b. **10%** of payment will be made after commissioning of material in which Commissioning is an integrated activity.
- c. Balance **10%** of payment will be made after completion of entire work as per rates indicated in schedule along with percentage accepted.

1.3.7 Payment for additional supplies:

The contractor shall receive payment for additional supplies and erection in accordance with conditions stipulated in Para 1.3.3.1.

1.3.8 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.

1.3.9 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 the Explanatory notes for Schedule in Part-I, Chapter- IV of the tender documents.

1.3.10 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 tax act 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 contractor 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.

1.3.11RELEASE 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.



1.3.12 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.

1.3.13 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 Clause 42 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 2014 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.**

1.3.14 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.

1.3.14.1 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.

1.3.14.2 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.

1.3.14.3 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 IV.**

1.3.15 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.

1.3.15.1 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.

1.3.15.2 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.

1.3.15.3 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.

1.3.16.1 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.



1.3.16.2 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.

1.3.17 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.

1.3.18 LABOUR:

1.3.18.1 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.

1.3.18.2 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.

1.3.18.3 Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors 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.

1.3.18.4 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.

1.3.18.5 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.

1.3.18.6 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**' till ____Month, ____Year."



1.3.18.7 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.

1.3.18.8 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.

1.3.18.9 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.

1.3.18.10 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.

1.3.19 DETERMINATION OF CONTRACT:

1.3.19.1 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.

1.3.19.2 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.

1.3.19.3 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.

1.3.19.4 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 Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed 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.

1.3.19.5 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.



PART – I

CHAPTER- IV

SCOPE OF WORK & EXPLANATORY NOTES

1.4.1 Scope of Work :

The scope of work covers “Supply, Erection, Testing and commissioning of 2HP single phase standby submersible pump with provision of bore at all stations, IMDs and IMSDs and Staff quarters in New Bhaupur - New Khurja section of DFCCIL under CGM/Tundla”.

1.4.2 Explanatory Notes:

Item no. 1 - The price shall cover supply, erection, connecting, testing and commissioning of 1 phase, 220volt, 2HP 100 lpm discharge, outer dia 4 to 5 inches, SS body max 15 stage submersible pump set with as per relevant technical specification of make- CRI, Kirlosker, CGL, V-Guard or equivalent.

Item no. 2 - The price shall cover supply, erection, connecting, testing and commissioning of multi stranded three phase 415 V, 3X10 sq. mm PVC insulated flat copper conductor submersible cable confirming to IS: 694 suitable up to 1100 Volts of Make Fenolex, Havells, Grandlay, Ford gloster or equivalent as per technical specification.

Item no. 3 - The price shall cover supply, erection and lowering of required length of 'C' class 2" (50 MM) dia. GI pipe of double end flange, 10 Ft. Column pipe (8 holes on each flange of 5/8 bore) complete with rubber gasket 2" size and suitable size of TVS make or equivalent Nut - Bolts with washers.

Item no.4 - The price shall cover supply, fixing, connecting, testing and commissioning of single phase 220 V, AC, 50 C/S, 5 KW DOL, in 16 SWG steel sheet enclosure light gray spray painted, panel wiring of power section with 1x10 Sqmm multi stranded PVC insulated copper conductor 1.1 kV grade, comprising of 1 No. Toggle switch 15 amps, 01 No Ammeter (0-200A), 01 No voltmeter (0-600V), 01 set CT coil, 02 Nos LED Indication lamps, 03 Nos cut out 6A for control ,03 Nos Toggle switch 6A for control, 2 set Green/Red push button for ON/OFF, 01 No KWH meter All parts shall of make Minilec, Siemens, L&T, Havells or similar superior.

Item no.5 - The price shall cover supply, fixing, testing & commissioning of 08mm Multi stranded galvanized insulated & tested wire rope.

Item no. 6 - The price shall cover supply, fixing, testing & connecting and commissioning of 35-75 mm dia. sluice valve (Imperial/national/Taj make or equivalent) as per site requirement.

Item no. 7 - The price shall cover supply, fixing, testing, connecting and commissioning of 35-75 MM dia. Non return valve as per site requirement (Imperial make or equivalent) round.

Item no. 8 - The price shall cover water pressure gauge 35-75 MM complete with fitting as per site requirement Make Heibig or similar Superior.

Item no. 9 - The price shall cover laying of LT cables of following size, in ground (Including digging of cable trench, sand cushioning, protection brick covering and refilling the trench



etc.), direct in RCC/Metal pipes in rod/track crossing and on surface/in wall/ in concrete floor by cutting recessed and finished originally as required, testing & commissioning as per relevant technical specifications.

Item no. 10 - The price shall cover termination of LT XLPE cables with proper size Dowell/Ismaal make or equivalent crimping sockets/lugs/PG clamps as required including testing and commissioning (a) 4x25 Sqmm.

Item no.11 - The price shall cover supply and laying of B class, 50 mm dia, GI pipe of Approved make (TATA/Jindal/QST or equivalent) for cable riser/road crossing as required and as per relevant technical specification.

Item no. 12 – The price shall cover earthing with 40mm dia. GL pipe Class-B, 3meter long earth electrode as per IS 30444/1985B (latest Version) to achieve earth resistance less than 5 ohms including construction of masonry enclosures with hinged cover plate of cast iron with locking arrangement (approximately 400mmX400mm) on top provision of earth plate connection from earth electrode to switch gear/pole as per drawing.

Item no.13 - The price shall cover SITC of 3X10KVA servo motor operated line voltage correctors suitable for single phase voltage range 120 to 280 volts.

Item no.14 – The price shall cover installation and placement of submersible pumps-A=250ft. Bore work 125mm 250ft Pipe fitting PVC 1.25", 60m coulam pipe 42mm,p,gravel, 120ft jail, bala pipe, valb filter, nozil, adopter etc. (as per site requirement)



GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract July 2014 (Part-I & II) of the Indian Railway/DFCCILs shall be followed with its latest correction slips and amendments issued from Indian Railway/DFCCILs.

The General Conditions of Contract July 2014 (Part-I & II) of the Indian Railway/DFCCILs, along with its latest correction slips and amendments, will form part of the tender/contract documents.

In case, there is an ambiguity in any definition, the decision of DFCCIL regarding the interpretation shall be final and binding.

Wherever there is conflict in any condition between GCC and special condition mentioned in tender documents. The condition mentioned in special condition of contract will prevail. However, DFCCIL decision in this connection shall be final and binding.



ANNEXURES

**ANNEXURE-I****Performa for Experience Certificate. {on the letter head of the issuing department}**

M/s..... has executed the following work to this department and has completed the work successfully. The details are as under:

1. Name of work:
2. Agreement/contract number:
3. Date of start of work:
4. Date of completion of work:
5. Total value of work during the contract period (if completed):
6. In case of on-going work, please indicate the annual payment for
 - a) F.Y. 2020-21
 - b) F.Y. 2019 -20
 - c) F.Y.2018-19

(Name and Signature of the officer with seal of the department and phone no.)



ANNEXURE-II

Performa for Affidavit. {on the letterhead of the bidder}

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**

**CERTIFICATION OF FAMILIARISATION**

- A.** I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:
- Topography of the Area.
 - Climatic condition and law and order situation in project area.
- B.** I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising Instructions to the Tenderers, General Conditions of the Contract, Special Conditions, special terms and conditions apart from information conveyed to me/us through various other provisions in this tender document.
- C.** I/We have quoted my / our rates as “Percentage above / below / at par” of costs as per Schedule of items Rates **in Offer Sheet**, taking into account all the factors given above.

(Signature of Tenderer/s)

**ANNEXURE – IV****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 hereby acknowledged by the party hereto 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

For and on behalf of

Witness of the signatures

Witness

1.

2.

ANNEXURE-VAFFIDAVITFORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

*(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer) ***

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),M/s.....(hereinafter called the tenderer) for the purpose of the Tender documents for the work ofas per the **E- Tender No.:** ----- **Date**----- of (DFCCIL), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

- 1) I/we the tenderer (s), am/are signing this document after carefully reading the contents.
- 2) I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- 3) I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the DFCCIL shall be final and binding upon me/us.
- 4) I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- 5) **I/ We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
- 6) **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
- 7) I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (*insert name of the tenderer*)**.....and all my/our constituents understand that my/our offer shall be summarily rejected.
- 8) I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public .

ANNEXURE-VI

(Guarantee –Bond offered by bank to DFCC in connection with the execution of Contracts)

(SD)

GUARANTEE BOND FORMAT

(To be used by approved Schedule Banks)

1. In consideration of the Employer DFCCIL (herewith called “ The Employer”) having agreed to exempt _____ (hereinafter called “The said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No..... dated _____ made between _____ and _____ for _____ (hereinafter called the “The Said Agreement”) of **security deposit** for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a 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 undertake to pay to the Employer an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.
2. 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 a demand from the DFCCIL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DFCCIL by reason of any 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 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. _____.
3. We undertake to pay to the Employer any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/ Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present is being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharges of our liability for payment hereunder the Contractor(S)/Supplier(s) shall have no claim against us for making such payment.
4. We _____ (indicate the name of 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 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 or till _____ the Employer/DFCCIL certify that terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this Guarantee thereafter.

5. At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the Contractor.
6. We _____ (indicate the name of Bank) further agree with the DFCC that the DFCC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time to time any of the powers exercisable by the DFCCIL against the said Contractor(s) and to forbear or enforce any of 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 said Contractor(s) or for any forbearance, act or omission on the part of the DFCCIL or any indulgence by the DFCCIL to the said Contractor(s) 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.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).
8. We _____, (indicate the name of Bank) lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the DFCCIL in writing.

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 Authorize Official with Seal

Name: -----

Designation: -----

Address:

Witness:

1. Name:.....
 Designation:.....
 Address:

2. Name:.....
 Designation:.....
 Address:.....

**ANNEXURE-VII****Format of Bank Guarantee for Performance Security**

Bank Guarantee No. : Dated :

To,

Chief General Manager Tundla DFCCIL, 3/20, 3rd Floor, KPS Tower, Mayur Complex,
Nagla Padi, Near Tulsi Cinema, NH-02, Agra-282002

Reference: - Contract No. -----, Awarded on -----

This deed of guarantee made this day of _____ Between _____ (Name of Bank) having registered office at _____ (hereinafter referred to as “Bank”) of the one part, and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the “Client”) of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. _____ for _____ (hereinafter called “the Contract”) to _____ (Name of the Firm/ Consultant) having its registered office at _____ (hereinafter called the Firm/ Consultant).

AND WHEREAS the Firm/ Consultant is bound by the said Contract to submit to the Client an irrevocable performance security guarantee bond for a total amount of Rs. _____ (Rupees Amount in words).

Now, we the undersigned (name of the 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 agrees 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 not withstanding 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 discharges 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 at 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 and 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.

Not with standing anything to the contrary contained herein the liability of the bank under this 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) un conditionally undertakes to renew this guarantee or to extend the period of guarantee from 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 or 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 granted to the said contractor for any forbearance 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 expression “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:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. ---
----- (in words).



- ii) This Bank Guarantee shall be valid up to -----, unless extended on demand by Employer.
- iii) 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 Authorize Official with Seal

Name :-----

Designation:-----

Address :

Witness:

1. Name :.....
 Designation :.....
 Address :

2. Name
 :.....
 Designation:.....
 Address :.....

**FORM OF AGREEMENT**

(To be executed on requisite value of stamp Papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between, DFCCIL , _____ (address). (Hereinafter called “the Employer”) of the one part and _____ (name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

- 1.0 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.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this Agreement: -
 - i) The Contract Agreement.
 - ii) Letter of Acceptance.
 - iii) Tender Form
 - iv) General Information
 - v) Notice Inviting Tender (with Annexes)
 - vi) Instructions to Tenderers
 - vii) Special Conditions of Contract
 - viii) Annexures
 - ix) Bill of Quantities (BOQ)/Schedule of Rates
 - x) General Terms and Conditions of Contract
- 3.0 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4.0 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 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
authorized signatory)

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

Witness:

1.

2.

(Name, Designation and address of
the authorized signatory)

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

Witness:

1.

2.

**PRE CONTRACT INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on----- -----day of the month of----- 20xx, between, on one hand, the DFCCIL acting through Shri ----- Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s----- ----- represented by Shri -----Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the CLIENT proposes to procure (Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services) and the [A] is willing to Offer/has offered for stores or works.

WHEREAS the [A] is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions or behalf of the President of India.

NOW, THEREFOR,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CLIENT to obtain the desired said (Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure [B] by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its Officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the CLIENT

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].
- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.



- 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the (B) in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
- 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
- 3.3 * [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.4 * [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.



- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filling of tender.

The term „relative“ for this purpose would be as defined in section 6 of the companies act 1956.

- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. Previous Transaction

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisage hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER's from the tender process.
- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.



5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the [A] shall deposit an amount __ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:-
- i. Bank draft or a pay order in favor of _____.
 - ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof or payment.
 - iii. Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.
- 5.3 In case of the successful [A] a clause would also be incorporated in the article pertaining to performance Guarantee in the [B] that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by CLIENT to the [A] on earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A] shall entitle the CLIENT to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
 - (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.



- (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
 - (vi) To cancel all or any other contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the [A].
 - (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
 - (viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view a view to securing [B] the contract.
 - (ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The client will entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The [A] undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub systems way supplied by [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded

8. Independent Monitors

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.



- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.
- 8.7 The client will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This pact is subject to Indian law. The place of performance and jurisdiction is the seat of the CLIENT.

11. **Other Legal Actions**

The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

- 12.1 The validity of this integrity pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the [B].



12.2 Should one or several provisions of this pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity pact at on

CLIENT

Name of the officer

Designation

Deptt./Ministry/PSU

Witness

1.....

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

2.....

Note:

[A]- To be replaced by
BIDDER/Seller/Consultant/Consultancy
firm/Service provider as the case may be

[B]- To be replaced by contract/supply
contract/consultancy contract/works
contract as the case may be.



FINANCIAL OFFER

ANNEXURE-A

SCHEDULE OF RATES

Name of work- Supply, Erection, Testing and commissioning of 2HP single phase standby submersible pump with provision of bore at all stations, IMDs and IMSDs and Staff quarters in New Bhaupur new Khurja section of DFCCIL under CGM/Tundla.

Sl no	Item description	Unit	Total qty.	Unit rate	Amount
1	Supply, erection, connecting, testing and commissioning of 1 phase, 220volt, 2HP 100 lpm discharge, outer dia 4 to 5 inches, SS body max 15 stage submersible pump set with as per relevant technical specification of make- CRI, Kirlosker, CGL, V-Guard or equivalent.	Nos	30	39090.54	1172716.09
2	Supply, erection, connecting, testing and commissioning of multi stranded three phase 415 V, 3X10 sq mm PVC insulated flat copper conductor submersible cable confirming to IS: 694 suitable up to 1100 Volts of Make Fenolex, Havells, Grandlay, Ford gloster or equivalent as per technical specification.	Mtr	3000	257.18	771564.06
3	Supply, erection and lowering of required length of 'C' class 2" (50 MM) dia, GI pipe of double end flange, 10 Ft. Column pipe (8 holes on each flange of 5/8 bore) complete with rubber gasket 2" size and suitable size of TVS make or equivalent Nut - Bolts with washers.	Job	750	1666.62	1249965.06
4	Supply, Fixing, connecting, testing and commissioning of single phase 220 V, AC, 50 C/S, 5 KW DOL, in 16 SWG steel sheet enclosure light gray spray painted, panel wiring of power section with 1x10 Sqmm. multi stranded PVC insulated copper conductor 1.1 kV grade, comprising of 1 No. Toggle switch 15 amps, 01 No Ammeter (o-200A), 01 No voltmeter (0-600V), 01 set CT coil, 02 Nos LED Indication lamps, 03 Nos cut out 6A for control,03 Nos Toggle switch 6A for control, 2 set Green/Red push button for ON/OFF, 01 No KWH meter All parts shall of make Minilec, Siemens, L&T, Havells or similar superior.	Nos	30	8512.28	255368.52
5	Supply, fixing, testing & commissioning of 08mm Multi stranded galvanized insulated & tested wire rope.	Mtr.	2700	46.03	124281.47
6	Supply, fixing, testing & connecting and commissioning of 35-75 mm dia sluice valve (Imperial/national/Taj make or equivalent) as per site requirement.	Nos	30	3174.77	95243.20



7	Supply, fixing, testing , connecting and commissioning of 35-75 MM dia. Non return valve as per site requirement (Imperial make or equivalent) round.	Nos	30	2208.80	66263.98
8	Water pressure gauge 35-75 MM complete with fitting as per site requirement. Make Heibig or similar Superior.	Nos	90	265.67	23910.15
9	Laying of LT cables of following size, in ground (Including digging of cable trench, sand cushioning, protection brick covering and refilling the trench etc.), direct in RCC/Metal pipes in rod/track crossing and on surface/in wall/ in concrete floor by cutting recessed and finished originally as required, testing & commissioning as per relevant technical specifications.	Mtr	500	106.40	53201.78
10	Termination of LT XLPE cables with proper size Dowell/IsmaI make or equivalent crimpling sockets/lugs/PG clamps as required including testing and commissioning (a) 4x25 Sq.mm.	Mtr	120	53.20	6384.21
11	Supply and laying of B class, 50 mm dia., GI pipe of Approved make (TATA/Jindal/QST or equivalent) for cable riser/road crossing as required and as per relevant technical specification.	Mtr	500	255.89	127944.95
12	Earthing with 40mm dia. GL pipe class-B, 3meter long earth electrode as per IS 30444/1985B (latest Verson) to achieve earth resistance less than 5ohms including construction of masonry enclosures with hinged cover plate of cast iron with locking arrangement (approximately 400mmX400mm) on top provision of earth plate. Connection from earth electrode to switch gear/pole as per drawing.	nos	60	1710.12	102607.76
13	SITC of 3X10KVA servo motor operated line voltage correctors suitable for single phase voltage range 120 to 280 volts.	Nos	10	121645.36	1216453.58
14	Installation and placement of submersible pumps- A=250ft. Bore work 125mm 250ft Pipe fitting PVC 1.25", 60m coulam pipe 42mm,p,gravel, 120ft jail, bala pipe, valb filter, nozil, adopter etc. (as per site requirement)	Job	30	79351.34	2380540.26
				Total	7646445.08
				Say	7646445
Total amount of work is Rs. 76,46,445.00 (Seventy Six Lakh Forty Six Thousand Four Hundred Forty Five rupees only) including GST.					



OFFER SHEET						
Offer to be filled up by Tenderer(s) in below table						
S.N.	Scope of work	Estimated cost (Rs.)	Below/ Above/ At par	% quoted by bidder	% quoted by bidder in words	Total cost
Col.- 1	Col.-2	Col. -3	Col.-4	Col.-5	Col. -6	Col.-7
1	Supply, Erection, Testing and commissioning of 2HP single phase standby submersible pump with provision of bore at all stations, IMDs and IMSDs and Staff quarters in New Bhaupour new Khurja section of DFCCIL under CGM/Tundla	76,46,445.00				

Quoting of rates

1. The above price is inclusive of GST.
2. Tenderer is not allowed to quote for individual section(s).
3. Tenderer should offer rate in above table in % below, above and at par in figures as well as in words.
4. Tenderer must sign the following certificate.

I/We offer and agree to execute the above work at rate uploaded online at www.ireps.gov.in through digital Signature.

Signature of tenderer with seal



End of Document
