

E- TENDER DOCUMENT

FOR

TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE TRACK FROM CH. 509.990 TO CH. 851.390 UNDER CGM/TUNDLA.

August, 2019



डेडीकेटेड फ्रेट कोरीडोर

**DEDICATED FREIGHT CORRIDOR CORPORATION
OF INDIA LIMITED**

(A Government of India Undertaking)

MINISTRY OF RAILWAYS

Main office:-

CGM/TDL/DFCCIL OFFICE

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

Site office:-

1. IMSD New Bhaupur DFCC Yard.
2. IMSD New Kanchausi DFCC Yard
3. IMSD New Achalda DFCC Yard
4. IMSD New Bhadan DFCC Yard
5. IMSD New Makhanpur . DFCC Yard
6. IMSD New Tundla Jn. DFCC Yard
7. IMSD New Hathras DFCC Yard
8. IMSD New Daudkhan DFCC Yard
9. IMSD New Khurja Jn. DFCC Yard

Corporate Office

DFCCIL, 5th Floor, Pargati Madian Metro Station Complex,
NEW DELHI – 110 001

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CHECK LIST FOR LIST OF DOCUMENTS TO BE ATTACHED WITH THE E-TENDER

1. Details of similar works completed in last three years. (Format –I)
2. Annual Turnover for the last three years with supporting documents (Format-II).
3. Registration of Company in case of company.
4. Partnership deed/Memorandum and Articles of Association of the firm or company.
5. GST Registration Certificate, GST Registration Certificate.
6. Performa for affidavit in Annexure A.
7. Solvency certificate from Bank of the value 10% of advertised tender value of work.
8. Scanned copy of proof of money deposit against Earnest Money Deposit at DFCCIL account mentioned in appendix to tender. (Earnest money in the prescribed form along with Transaction detail).

*MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of **Earnest Money Deposit**, for which, the tenderers will have to **upload the exemption certificate** on the E-Tender Portal.*
9. Details of on-going works (Format –III).
10. Scanned copy proof of money deposit against of the cost of tender documents at DFCCIL account mentioned in appendix to tender. (Cost of Tender document in the prescribed form along with Transaction detail).
11. Complete Tender documents including Form of Bid, annexure etc. (Part-I) digitally signed by the bidders on each page.
12. Financial/Commercial offer (Part-II) with rates duly filled in, digitally signed on each page by the bidders.
13. Pre-Integrated pact signed as token of acceptance of implementation of integrity pact in DFCCIL, as & when Independent External Monitor appointed.
14. Corrigendum(s), if any, duly digitally signed by the bidders on each page.

TECHNICAL DETAIL

(TOP SHEET)

&

(FORM OF BID)

TOP SHEET

Tender No. DFCCIL/EN/TDL/TRACK MAINTENANCE/2019 **Date:** 20.08.2019

Name of work TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE TRACK FROM CH. 509.990 TO CH. 851.390 UNDER CGM/TUNDLA

Approx. Cost Rs. 28929600/-.

Earnest Money Rs 5,78,592/- (Rupees five Lakh, Seventy eight Thousand, five Hundred & Ninety two Only). (To be submitted in DFCCIL account. Account Detail Mentioned in Appendix to tender).

MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption Certificate on the E-Tender Portal.

Completion Period Total 12 (Twelve) Months from the date of issue of letter of acceptance.

Date of Opening 13.09.2019 at 15:30 hrs

Tender Issued to: -

For and on behalf of

CGM/TDL. DFCCIL Office.

FORM OF BID

Place:.....

Date:

Chief General Manager,
Dedicated 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 haveread the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I / We also agree to keep this tender open for your acceptance for a period of 90 days from the date fixed as last date for receipt of completed tender in your office. In the event of my/our default, I/We will be liable for forfeiture of my/our earnest money.

1. I / We offer to do **“TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE TRACK FROM CH. 509.990 TO CH. 851.390 UNDER CGM/TUNDLA”** and the percentage/rate quoted by me/us in the BOQ bind myself/ourselves to complete the work in 12 **(Twelve) months**. I / We also hereby agree to abide by all the Conditions mentioned in the tender and to carry out the services according to essential qualification/skills/experience and the tentative number of outsourced personnel and scope of services is given at **Annexure III, IV, V** respectively of the Annexure section of Bid document.

2. The full value of the earnest money deposited shall stand forfeited without prejudice to any other rights or remedies if:
 - a) I / We do not execute the contract document within Seven days after receipt of notice issued by DFCCIL that such documents are ready.

OR

 - b) I / We do not commence the work within 15 days after receipt of LOA issued.

3. 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.

4. Payment of stamp duty on the agreement to be executed in pursuance of this tender will be borne by DFCCIL.

Signature of witnesses: Signature of Tenderer (s) & Date

Tenderer(s) address

1.

2.

(NOTICE INVITING E- TENDER)



DFCCIL/EN/ TDL/ TRACK MAINTENANCE/ 2019

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

Tender No.

Date: 20.08.2019

M/s _____

NOTICE INVITING E- TENDER

- 1 The 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 sealed **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/EN/TDL/TRACK MAINTENANCE/ 2019
Name of Work	TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE TRACK FROM CH. 509.990 TO CH. 851.390 UNDER CGM/TUNDLA
Estimated Cost	Rs 28929600/-.
Period of Contract	Total 12 (Twelve) Months
Earnest Money Deposit	Rs 5,78,592/- (Rupees Five Lakh, Seventy Eight Thousand, Five hundred & Ninety two Only). (To be submitted in DFCCIL account). Account Detail Mentioned in Appendix to tender OR <i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal .</i>
Cost of Document	Rs 5900/- (inclusive of all taxes and duties) to be Submitted in DFCCIL account. Detail of Bank account mentioned in Appendix to Tender. Or <i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Cost of Document, for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal .</i>
Tender Processing Fee	Rs7500/- exclusive of all taxes and duties (Non- refundable) through e-payment while uploading of Tender.
Date of Sale (Online)	From 30.08.2019 Date .
Issue of Corrigendum, if any	On or after Date:-30.08.2019 (on www.tenderwizard.com/DFCCIL, www.dfccil.gov.in)
Date & Time of submission of tender	On or before Date 13.09.2019 and time 15:00
Date & Time of opening of tender	Date 13.09.2019 and time 15:30
Defect Liability Period :-	60 days after successful completion of this contract.

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 **Annexure-I of Notice Inviting E-Tender.**

The Tender document can be downloaded from DFCCIL’s website www.dfccil.gov.in, www.tenderwizard.com/DFCCIL or Central Procurement Portal, eprocure.gov.in. 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 & EMD shall be deposited in DFCCIL account mentioned in Appendix to tender.
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 DFCCIL’s website **at least three days in advance** of date fixed for opening of tenders. 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. Any tender submitted without addendum(s)/corrigendum(s) (if any) shall be summarily rejected.
5. The tender documents shall be submitted in online mode through website www.tenderwizard.com/DFCCIL in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of Demand Draft/Pay order drawn in favour of DFCCIL, payable at Agra towards the cost of one set of the tender documents (Non-refundable) to be uploaded. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in “**Technical offer**”. Bill of Quantities with rates duly filled in are to be uploaded in “**Financial offer**”. **Bids are required to be submitted only by online mode. The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents.**
6. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST @ 18% to M/s ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid. Already registered vendors with M/S ITI need not to pay registration charges.
7. Tenders shall be opened at **the address given below** at 15:30 hours on the same day in the presence of the tenderers 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) Earnest Money Deposit(EMD)
- ii) Technical offer.
- iii) Financial offer.

7. Tender shall be submitted as per “Instructions to Tenderers” forming a part of the tender document.
8. Any tender received without Earnest Money 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. EMD of such tenderer shall be forfeited. 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 90 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 & on behalf of **DFCCIL**
Chief General Manager/TDL

ANNEXURE – I

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

S.N.	Technical capability	Requirement
1	The Tenderer(s) should have physically completed at the time of opening of tender in the last Three financial years (i.e. current year and three previous financial years).	At least one similar single work for a minimum value of 35% of advertised tender value of work. The work should be physically completed on or before the date of opening of tender.
2 (a)	The registration for ESI,EPF,GST/GST PAN No. with the appropriate authorities under Employee’s provident fund & Employee’s state insurance act etc.	Registration Certificate/Affidavit/Documents with Government /PSU/Public Limited company to be enclosed. Proforma for Affidavit is given as Annexure-II
2(b)	Affidavit that the firm has not been	

	black listed for business by any Government/PSU/Public Limited Company and Reputed firms/organizations or /and that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance.	of Bid Documents.
2(c)	Registered under Contract Labour (Regulation & Abolition) Act -1970	

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:

“Execution of Track Renewal works/ Track Maintenance works /Any other Track Work.

OR

Providing Manpower in any Railway /PSUs / Reputed Organisations etc”.

C Financial capability

S.N	Financial capability	Requirement
1	The Tenderer(s) should have received a total contractual amount during the last three Financial years and in the current financial year up to last date of submission of tender.	Should be a minimum of 150 % of advertised tender value of work. Certified true copy of audited annual account are to be submitted as a proof along with the Bid Document. In case the annual accounts are not audited, the contract sum received for the required period should be duly certified by Chartered Accountant.

- 1.1 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).
- 1.2 There should not be any unsatisfactory performance report of the Contractor from any source.
- 1.3 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

GENERAL INFORMATION

Tender No.	DFCCIL/EN/ TDL/TRACK MAINTENANCE / 2019
Name of Work	TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE TRACK FROM CH. 509.990 TO CH. 851.390 UNDER CGM/TUNDLA .
Estimated Cost	Rs 28929600/-
Period of Contract	Total 12 (Twelve) Months
Earnest Money Deposit	Rs 5,78,592/- (Rupees Five Lakh, Seventy Eight Thousand, Five hundred & Ninety two Only). Submitted in DFCCIL account. Detail of Bank account mentioned in Appendix to Tender. or <i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal .</i>
Cost of Document	Rs 5900/- (inclusive of all taxes and duties) to be Submitted in DFCCIL account. Detail of Bank account mentioned in Appendix to Tender. Or <i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Cost of Documents., for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal .</i>
Tender Processing Fee	Rs7500/- exclusive of all taxes and duties (Non-refundable) through e-payment while uploading of Tender.
Date of Sale (Online)	From Date 30.08.2019
Issue of Corrigendum, if any	On or after Date 30.08.2019 (on www.tenderwizard.com/DFCCIL , www.dfccil.gov.in)
Date & Time of submission of tender	On or before Date 13.09.2019 and time 15:00
Date & Time of opening of tender	Date 13.09.2019 and time 15:30
Validity of Offer	90 days
Retention Money/ Security Deposit	Earnest Money deposit of the successful tenderer shall be converted into security deposit. Balance security deposit shall be recovered @10% through running account bills till it reaches 5% of the contract value
Performance Guarantee (PG) in the form of Bank Guarantee or Fixed Deposit Receipt (FDR)	To be submitted within 30 days from the date of issue Letter of acceptance by DFCCIL; an irrevocable bank guarantee or Fixed Deposit receipt (FDR) for the amount 5% of the contract value. Detail of PG in Clause no 33.0 of General terms and condition of contract.
Defect Liability Period :-	60 days after successful completion of this contract

(APPENDIX TO TENDER)

Description	Reference Clause
Name of work	
TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE TRACK FROM CH. 644.271 TO CH. 851.390 UNDER CGM/TUNDLA.	2.1 of Instruction to Tender
Employer	
CGM/TDL, DFCCIL,3/20, KPS Tower, Mayur Complex , 3rd Floor, Near Tulsi Cinema , NH-2 Nagla Padi Agra-282002	2.3 of Instruction to Tender
Scope of Work:- As indicated at Clause 1.0 of Special conditions of contract	2.5 of Instruction to Tender
Approximate Tender Cost of the work Rs.51.63 Lakhs	2.6 of Instruction to Tender
Amount of Earnest Money Deposit, to be submitted deposit to DFCCIL account (Bank Detail mentioned below) Rs 103270/- (One Lakh, Three Thousand, Two Hundred and Seventy Rs. Only	10.1 of Instruction to Tender
Period of Validity of Tender 90 days	11.1 of Instruction to Tender
Period of completion 04 (Four) months from the date of issue of LAO	2.0 of Special Condition of Contract
Performance Bank Guarantee	33.0 of General Term & Conditions of Contract
Retention money	30.0 of General Term & Conditions of Contract
Defect Liability Period 60 Days	30.2 of General Term & Conditions of Contract
Bank Detail of DFCCIL	Name of Account DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD KANPUR (PAYMENT)
Name of Bank	Account Number 302601010780193 Type of account: -Current Account. IFCS code :-UBIN0561657

(INSTRUCTIONS TO TENDERER)

Instructions to Tenderer

1.0 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.tenderwizard.com/DFCCIL>) of M/s ITI a Government of India Undertaking. Benefits to Suppliers/service providers are outlined on the Home-page of the portal.

1.1 Instructions

a. Online E-Bidding Methodology:

Online E- Bid System – Financial bids & 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 & arrange all document/paper for submission of bid online and tender fees & 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. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

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.tenderwizard.com/DFCCIL and to be submitted in the e-format. Cost of the Tender Document (in the form of DD) and Bid Security (in the form of DD - in original) have to be submitted to Concern DFCCIL Office as per address given in Bid Document before the scheduled date and time of submission of the tender 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 M/s. ITI through www.tenderwizard.com/DFCCIL 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.

- 1.2. After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk (as given below) to get your registration accepted/activated.

2.0 **General (for tender)**

- 2.1 **Name of the Work:** As indicated in „Appendix to Tender“.

- 2.2 “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 & Articles of Association, etc. along with original Power of Attorney of authorized signatory”.

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

A) Employer: DFCCIL address as given in „Appendix to Tender“.

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

- 2.4 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.

- 2.5 Scope of Work as indicated in „Appendix to Tender“

TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE TRACK FROM CH. 509.990 TO CH. 851.390 UNDER CGM/TUNDLA.

The scope given above is only indicative. The detailed scope has been described in the tender documents (Special condition of contract at clause no 1.0).

- 2.6 Approximate Estimated cost of the work is as indicated in the „Appendix to Tender. “
- 2.7 Tenderers 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. In addition, the EMD of such tenderer shall be forfeited. The decision of Employer in this respect shall be final and binding.
- 2.8 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 and EMD of all such tenderers shall stand forfeited.

3.0 Cost of Bidding

- 3.1 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

4.0 Content of bidding documents submitted through online mode only

- 4.1 The bidding documents include the following:
Notice Inviting Tender
Instructions to tenderers
Appendix to Tender
Form of Bid
Special Conditions of Contract
General Terms and Conditions of Contract
Financial bid and Bill of Quantities
- 4.2 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 bidders" risk and may result in rejection of his bid.
- 5.0 Understanding and Amendment of Tender Documents**
- 5.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- 5.2 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.

- 5.3 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.
- 5.4 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

6.0 Language of Bid

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

7.0 Signing of All Bid papers and Completing Bill of Quantities

- 7.1 All the pages of the tender documents and Bill of Quantities submitted by tenderer shall be digitally signed by the tenderer or his representative holding the Power of Attorney.
- 7.2 While filling up the rates in the Bill of Quantities, tenderer shall ensure that there is no discrepancy in the rates mentioned in figures. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.

The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents.

- 7.3 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.
- 7.4 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 & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST @ 18% to M/s ITI through e-payment. Already registered bidder to M/S ITI need not to pay any registration charges. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid.

8.0 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.

9.0 Transfer of tender documents

Transfer of tender documents purchased by one intending tenderer to another tenderer is not permissible. Tenderer can submit tender only on the documents purchased by him.

10.0 Earnest Money

10.1 The tenderer must furnish the Earnest Money as indicated in "Appendix to Tender" for the work as specified, failing which the tender shall be summarily rejected.

The

Earnest Money shall be deposited in DFCCIL account only. Bank Detail are mentioned in Appendix to Tender.

or

*MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of **Earnest Money Deposit**, for which, the tenderers will have to **upload the exemption certificate** on the E-Tender Portal.*

No interest shall be allowed on Earnest Money Deposit.

10.2 Forfeiture of Earnest Money:

10.2.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified in the "Appendix to Tender" or extended validity period as agreed to in writing by the tenderer.

10.2.2 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to:

- i) sign the Contract Agreement in accordance with the terms of the tender, or
- ii) furnish Performance Guarantee in accordance with the terms of the tender, or
- iii) Commence the work within the time period stipulated in the tender.

10.2.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

10.3 Return of Earnest Money:

10.3.1 The Earnest Money of the unsuccessful tenderers shall be discharged and returned as promptly as possible.

10.3.2 The Earnest Money Deposit of the successful tenderer shall be dealt as under:

- i) If the Earnest Money Deposit (EMD) the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

11.0 Period of validity of the tender:

- 11.1 The tender shall remain valid for the period indicated in “Appendix to Tender” 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.
- 11.2 Notwithstanding the above clause, Employer may solicit the tenderers” consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

Submission of Bids

12.0 Deadline for submission of tender

- 12.1 The tender documents shall be submitted in online mode through website www.tenderwizard.com/DFCCIL in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of Demand Draft/Pay order drawn in favour of DFCCIL, payable at Agra towards the cost of one set of the tender documents (Non-refundable) to be uploaded. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in “**Technical offer**”. Bill of Quantities with rates duly filled in are to be uploaded in “**Financial offer**”. **Bids are required to be submitted only by online mode. The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature class 3 for signing the documents.**
- 12.2 A tender received without on line to Employer is liable to be rejected.
- 12.3 Bidder cannot see uploaded/ quoted rate once saved. Bidder can anytime change quoted rate before date & time of closing of tender.
- 12.4 Original EMD & tender document fees received after opening of the tender shall be rejected.

13.0 Withdrawal of tender

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

- 14.0 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.

15.0 Submission of tender/bid:-

- 15.1 The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned in **Para 4.1** of Notice Inviting E-tender and the following:
- Forwarding letter of the tenderer.
 - Documents to be submitted as per checklist of documents
 - Scanned copy of Earnest Money Deposit & tender document fees.
 - The Bill of Quantities with prices quoted as mentioned.

- 15.2 Earnest Money and tender document fees shall be deposited in DFCCIL account & proof of transition along with transaction ID to be scanned & uploaded along with Tender document.

Bid opening and

Evaluation

16.0 Opening of the

Tender

- 16.1 Tenders will be opened on line at the address mentioned in “Notice Inviting Tender” in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders.

The sequence of opening shall be:

- i) Earnest Money Deposit(EMD)
- ii) Technical offer.
- iii) Financial offer.

- 16.2 Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.

- 16.3 Tenderer’s name, presence or absence of requisite Earnest Money, 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.

17.0 Clarification of the tenders

- 17.1 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.

18.0 Preliminary examination of bids

- 18.1 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.

- 18.2 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.

- 18.3 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 Employers" 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.

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

18.5 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.

19.0 Evaluation and comparison of tenders

19.1 In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in **Eligibility Criteria" and as given In Annexure-I of Notice Inviting E-Tender.** 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.

19.2 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.

20.0 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.

21.0. 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.

22.0. 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.

23.0. Award of Contract

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

23.2 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.

24.0 Help desk for E-Tendering

24.1 For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/DFCCIL, please contact attenderwizard.com help desk no. 011-49424365 or cell no. 9599653865.

24.2 Bidder manual & system requirement is available on web site www.tenderwizard.com/DFCCIL for necessary help.

DETAILS OF SIMILAR WORKS COMPLETED IN LAST THREE YEARS

S. No.	Description of the Work	Name and address of the Employer	Contract No. and date	Date of award of work	Stipulated date of completion	Date of actual completion	Value of completed work (In Lacs of Rs)	Reasons for delays, if any	Penalty ,if any, imposed for delay	Any other relevant information	Remarks
1											
2											
3											
4											

Note :

1. Please attach copies of the certificates issued by the Client.
2. Only those works shall be considered for evaluation for which copies of the certificates issued by the client are attached.

FORMAT- II

ANNUAL TURNOVERS FOR THE LAST 3 YEARS				
S. No.	YEAR	Turnover from similar nature of works (In lacs of Rs)	Turnover from all sources (In lacs of Rs)	Remarks
1	2018-19			
2	2017-18			
3	2016-17			

Note :

- 1 Please attach certified/attested copies in support of which, the attested certificate from Employer/Client, TDS certificate/Audited Balance Sheet/ P&L Account duly certified by Chartered Accountant etc.

FORMAT-III

DETAILS OF ON GOING WORKS

S. No.	Description of the Work	Name and address of the Employer	Contract No. and date	Date of award of work	Stipulated date of completion	Value of work as per order (In lacs of Rs)	Value of work completed so far (In lacs of Rs)	Anticipated date of completion of work	Any other relevant information	Remarks
1										
2										
3										
4										
5										
6										
7										
8										
9										

Note :

1.In case of joint venture, the information is to be furnished by both the partners-***Not applicable for this tender.***

(SPECIAL CONDITIONS OF CONTRACT)

SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK:-

TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P- WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINETRACK FROM CH. 509.990 TO CH. 851.390 UNDER CGM/TUNDLA.

1.1 The detailed scope of work is as under: -

1.1.1 The Service provider shall, if and when so requested by DFCCIL, will provide the manpower at the Location between DFCCIL Ch. 509.990 & 851.390, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates and terms & conditions. The detailed scope of services, skills/experience and the tentative number of outsourced personnel and their tentative deployment is given at **Annexure III, IV, V** respectively of the Bid document.

1.1.2 It shall be the responsibility of the Service Provider to verify the qualification and experience of the manpower deployed for the job as per Annexure-III

1.1.3 **Confidentiality Clauses:** - The service provider and his personnel shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the DFCCIL"s business or operations without the prior written consent of the DFCCIL.

1.1.4 If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 15 days to the Service Provider to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after 15 days of such communication, the Service Provider shall provide additional list of eligible/ Suitable candidates for replacement to DFCCIL within 05 days' time failing which the remuneration for delayed period in respect of such person will be deducted from amount due to firm/ agency.

1.1.5 The Service Provider shall make actual disbursement of salary to the outsourced person in various categories as agreed with DFCCIL. The copy of the payment scroll/ bank statement shall be submitted to DFCCIL with next bill as proof of such compliance.

1.1.6 The age of manpower deployed by the agency shall not exceed 55 year at any time throughout the contractual period, except up to 65 years in case when retired P-Way Personnel from Railways is engaged.

1.1.7 Police verification for background check of outsource staff is required to be done by the agency and same should be submitted to DFCCIL.

2.0 **TIME SCHEDULE:** -

- 2.1.1 The period of engaging of outsource staff will be for the period of 12 (Twelve) months.
- 2.1.2 The Contractor shall be expected to mobilize and engage outsourcing staff immediately after receipt of “**Letter of Acceptance**”.

3.0 **MODUS OPERANDI FOR ENGAGEMENT:** -

- 3.1 The Service Provider shall provide the list of shortlisted eligible/ suitable candidates to DFCCIL. Screening of candidate will be carried out by DFCCIL for suitability of works as prescribed in Annexure-III and only suitable candidates will be allowed for deployment.
- 3.2 Working experience must be of working in GOVT/ PSU/ directly or on contractual basis.
- 3.3 In no way what so ever the relationship of employer and employee shall be established and entertained between the DFCCIL and the outsourced personnel engaged by the Service Provider. The Service Provider shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 3.4 The Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Service Provider and Service Provider shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 3.5 The Service Provider shall maintain all registers required under various Acts, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 3.6 The attendance rolls for the personnel deployed by the Service Provider at the premises of DFCCIL shall be provided by the Service Provider and it shall be monitored by the Service Provider. These attendance rolls shall be signed by the authorised representative of Service Provider who shall get it verified by the designated officer of DFCCIL.
- 3.7 Notwithstanding anything herein contained, the Service Provider will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Service Provider or of any persons deployed by it pursuant to the Contract.
- 3.8 The Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.

3.9 The engagement of outsourced person shall be purely on temporary basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them in DFCCIL that such deputed do not have any claim whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in DFCCIL can be removed any time by giving notice to the Service Provider and the staff in the circumstances provided herein above. The Service Provider will have to provide suitable replacement acceptable to DFCCIL within 05 days time.

4.0 **PAYMENT TERMS:-**

4.1 The lump sum amount payable by DFCCIL to the Service Provider shall include the remuneration payable to the outsourced person besides the commission payable to the Service Provider and applicable GST. However commission is not entitled for GST & different allowances.

4.2 The consideration aforesaid will be paid by DFCCIL to the Service Provider, against monthly invoices raised at the end of each month, by the Service Provider in duplicate within 15 days.

4.3 The Service Provider shall make actual disbursement of salary to the outsourced person in various categories as per terms & conditions of bid.

4.4 The Service Provider will ensure that before raising the bill on DFCCIL for the service rendered by outsourced persons, the fee payable to outsourced person is paid on or before the 5th day of the following month and a proof of payment shall be annexed to the monthly bill.

4.5 In case the Service Provider fails to pay the outsourced person within the above time frame the rate of penalty shall be imposed on payment of Agency's monthly commissions are as under: -

- i) For payment to the outsourced person within 10th of the following month – Nil
- ii) For payment to the outsourced person after 10th and up to 20th of the following month – 25% of the delayed payment or Rs. 2500/- whichever is higher.
- iii) For payment to the outsourced person after 20th and up to 30th of the following month – 50% of the delayed payment or Rs.5000/- whichever is higher.

5.0 **RATES: -**

5.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.

5.2 All statutory taxes (**Except GST**) and liabilities levied/may be levied in future by the Central & 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.

- 5.3 GST, as admissible shall be paid extra as applicable on submission of proof of depositing the same to the concerned Govt Authority. Any modification in tax provision in future by Govt. will be binding on the contractor and DFCCIL with immediate effect.
- 5.4 Service Provider shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under labour laws, etc, and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Service Provider would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance.
- 5.5 In case of any statutory increases in the wages of labour in accordance with the Minimum wages notification issued by the appropriate authority under the Minimum Wages Act from time to time after submission of the tender, payment of minimum wages to the personnel deployed should be revised accordingly and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Government of India, Ministry of Labour & Employment, Office of the Chief labour Commissioner (C) New Delhi for minimum wages (for various category of workers) is effective from April 2019 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.
- 5.5 The Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are up to the standards required by DFCCIL.
- 5.6 The Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by DFCCIL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
-
- 6.0 The Service Provider shall provide adequate cover to the outsourced persons for death, disability, sickness etc. DFCCIL shall not be liable to pay or bear any premium / compensation at any stage in respect of Insurance made by Service Provider to cover the risk (death, disability, sickness) etc. Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of

payment of premiums to DFCCIL and shall at all times keep the requisite policies enforce.

- 7.0 The outsourced person shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of DFCCIL.
- 8.0 The Service 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 Service 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.
- 9.0 In case the outsourced personnel deployed by the Service Provider is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- 10.0 The outsourced persons should be in proper Safety PPE Kit. The Service Provider will provide at least one set of PPE Kit to each staff which shall be reimbursed by DFCCIL as per rate specified i.e. @Rs 1000/- per employee for maximum 200 sets.
- 11.0 In case the outsourced personnel deployed by the Service Provider is found to be involved in any illegal activities, he will be immediately replaced.
- 12.0 Service Provider shall provide identity cards bearing the photographs to the all outsourced persons deployed in DFCCIL at its own cost.
- 13.0 **WORKING HOURS OF HIRED STAFF:-**
Service provider shall provide the staff on all days of the months. The working hours of workman shall be 8 hrs in 24 hours, However, timings may be advised without any overall impact on the period of duty as per DFCCIL requirement.
- 14.0 **PENALTY –**
Penalty for an amount of Rs. 500/- to Rs.2000/- depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:
- Any undisciplined behavior by the staff;
 - Discourteous behavior towards any officer or staff of DFCCIL;
 - Not wearing proper Safety PPE Kit.
 - Not carrying out the duties listed in the scope of work in a satisfactory Manner.
 - Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL;

Penalty for some of the breaches in services will be as follows: -

S.No.	Type of breaches	Amount of Penalty
1	Staff not in proper PPE Kit.	Rs.50/- per staff per day
2	Staff turn up late	Rs.50/- per staff per Hour
3	Failure to provide replacement in time	Rs.100/- per staff per day

15.0 **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.

16.0 **TERMINATION OF CONTRACT: -**

In case the services of the Service Provider are not found satisfactory, or there is a breach of any of the terms & 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 a notice of one month. In case of unsatisfactory performance of the contract, a warning letter will be issued to the Service Provider. In case corrective action is not taken, DFCCIL shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case would be frequent absence or poor attendance of workman, inability to provide replacement, lackadaisical work in maintaining cleanliness, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

The Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Service Provider, such action should be taken only with approval of DFCCIL.

17.0 **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 XII for signature of bidder as acceptance, as and when Independent External monitor is appointed.

18.0 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) Form of bid
- 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)
- x) General Terms and Conditions of Contract

19.0 JURISDICTION OF COURTS:-

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

20.0 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.

21.0 Risk Purchase:- During execution of this Tender, if any delay is observed due to reasons attributable to you 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.

22.0 Tax Deduction at source(TDS):- TDS shall be deducted as applicable.

23.0 Inspection- Fields Quality Assurance: -As per the requirement of Site Engineer of DFCCIL

24.0 Other Facilities / Requirements:-If any, Contractor's Scope.

25.0 Safety Requirements:- Uncompromising Quality and Safety standards are considered as part of work carried out at all Work Sites at DFCCIL and therefore Zero Tolerance towards non-compliance. Site activities require total compliance to safety procedures and guidelines as provided on

I.R.GCC July-2014& as per IRPWM. Accordingly, at all work sites where your personnel deployed, shall comply to Safety Procedures, Norms. All Contractor Staff/ Labour shall use PPE kit during working at site or travelling on DFCC vehicle for work.

26.0 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.

27.0 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.

28.0 RELEASE OF RETENTION MONEY:

28.1 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

28.2 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.

29.0 PERFORMANCE BANK GAURENTEE.

- 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 up to 60 (sixty) 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% (Fifteen) 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 (sixty) days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. First on A/C bill be released after submission of PBG and signing of contract agreement.
- b) The successful bidder shall submit a Performance Guarantee (PG) in the form of Irrevocable Bank Guarantee or Fixed Deposit Receipt (FDR) (free from any encumbrance) endorsed/ pledged in favour of DFCCIL amounting to 5% of the contract value.
 - c) The Performance Guarantee shall be submitted by the successful bidder after the signing of the agreement. This PG shall be initially valid up to 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 Performance Guarantee 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 up to 25% (either increase or decrease). In case during the course of execution, value of contract increases by more than 25% of the original contract value, an additional Performance Guarantee amount to 5% (five percent) for the excess value over the original contract value should be deposited by the contractor.
 - e) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall however, be released only after expiry of the Defect Liability Period and after passing the final bill based on 'No Claim Certificate' from the contractor.
 - f) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.
 - g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which 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 /SCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of DFCCIL.
 - h) THE DEFECT LIABILITY PERIOD for this work will be as 60 days after successful Completion of the Contract.

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract July 2014 (Part-II) of the Indian Railways shall be followed with latest correction slips and amendments issued from Indian Railways.

The General Conditions of Contract July 2014 (Part-II) of the Indian Railways, along with 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 Engineer-in-charge 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 provided Outsourcing of Manpower providing services to this department and has completed the work/service successfully. The details are as under:

1. Name of work/ service:
2. Agreement/contract number:
3. Nature of service provided:
4. Date of start of service/work:
5. Date of completion of work/service:
6. Total value of work/service during the contract period (if completed):
7. In case of on-going work/service, please indicate the annual payment for F.Y. 2019 -20,
F.Y.2018-19,
F.Y.2017-18.
F.Y.2015-16

(Name & 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**

Annexure-III

SCOPE OF SERVICES:

Detailed Scope of Work: -

The scope of work under this tender: –Service Provider has to provide outsourced persons in various categories (As mentioned in schedule of offer) to carry out the following works.

1. Earthwork repairing, making up Cess, repairing trolley refuges and widening Cess width.
2. Dressing, boxing of ballast to proper profile as per IRPWM with weeding out Cess jungle, fixing of broken/fallen loose fittings etc.
3. Pre tamping works as per IRPWM /IRTMM, including squaring/spacing of sleepers, renewal of damaged/broken/unserviceable fittings, recouplement of ballast in tamping zone, opening of joggled fish plates, removing of wooden blocks, check rill at LC.
4. Post tamping works including boxing and dressing /filling of ballast in shoulder and crib, cleaning of Cess upto 2m, recoup missing fittings, re fixing of joggle fish plates check rails at LC and wooden Blocks.
5. Fixing of joggle fish plates in SKV welds with two no. of clamps and bolts. (Note joggle fish plates will be supplied by DFCCIL).
6. Shifting of speed restriction boards (One set will comprise 3 no of boards. i.e. Caution, Speed and Termination indicator) manually upto a lead of 1.5 km and suitable re-fixing above board as per IRPWM.
7. Improving drainage, cleaning of side drains, cross drains and clearing of water ways of bridges and culverts.
8. Attention to turnouts greasing, packing etc. Grease & oil shall be supplied by DFCCIL.
9. Cleaning and greasing of ERC as per IRPWM. Grease & oil shall be supplied by DFCCIL.
10. Overhauling of level crossing gate (as per IRPWM) during machine packing or as per requirement.
11. Cutting and drilling of rails as and when required.
12. Casual renewal of rails and sleepers as and when required.
13. Clearing /cleaning the track after happening of CRO.
14. Picking up slacks of track in running lines/yard lines /points and crossings.
15. Attention to level crossing approaches, points and crossings approaches and bridge approaches for correcting alignment & level.
16. Attention to curves for correcting versine, super elevation and gauge.
17. Attention to SEJs monthly for packing manually and oiling & greasing.
18. Carriage of P-way material (rails upto 26 meter, sleepers and track fittings) by rail dolly, dip lorry or by trucks with loading and unloading with.

19. Removing dead bodies or injured persons from the track and watching the site as per instructions from DFCCIL officials, as and when required.
20. Watching & attending the site as per instructions from DFCCIL officials on occurrence of rail fracture/weld failure at any time and at any location with complete and necessary tools & equipments.
21. Watching & attending the site of flood during monsoon as per instructions from DFCCIL officials with complete and necessary tools & equipments.
22. Dee weeding, uprooting of rank vegetation, long grass, scrap bushes, hedge on track & Cess with bank slope.
23. To provide trolley man / head trolley man for movement of trolley in the section.

Signature of Tenderer

Annexure-IV

Eligibility Condition for various categories of Workmen

1. P-Way gangs/party – Each gang/party shall consist of **25% skilled, 25% semi-skilled and 50% unskilled P-way labour.**
2. Contractor's supervisor of P-way gangs shall be of **highly skilled** category.
3. Key-man, hot weather patrol man, cold weather patrol man, monsoon patrol man, emergency patrol man & stationary watchman shall be of **Semi-skilled** category.

Note:

- A) Besides the categories mentioned above, DFCCIL may asked the Service Provider to provide other categories of staff also on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission.
- B)** Police verification for background check of outsource staff is required to be done by the agency and same should be submitted to DFCCIL.

ANNEXURE – V

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:

- a) Topography of the Area.
- b) Climatic condition and law & 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. Tentative Deployment of Workmen: -

- 1st Gang shall be deployed between DFCCIL Ch. 644 & Ch. 678.
- 2nd Gang shall be deployed between DFCCIL Ch. 678 & Ch. 713.
- 3rd Gang shall be deployed between DFCCIL Ch. 713 & Ch. 747.
- 4th Gang shall be deployed between DFCCIL Ch. 747 & Ch. 782.
- 5th Gang shall be deployed between DFCCIL Ch. 782 & Ch. 816.
- 6th Gang shall be deployed between DFCCIL Ch. 816 & Ch. 851.

D. One contractor supervisor shall be deployed with each Gang mentioned in 'C' above.

E. One Patrolman /Keyman shall be deployed for each 08 Kms. Stretch.

ANNEXURE – VI

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 & on behalf of

Witness of the signatures

Witness

1.

.....

2.

ANNEXURE-VII

UNDERTAKING BY TENDERER

1. Being duly authorized to represent and act on behalf of and having fully understood all the tender conditions and requirements for fulfilling eligibility criteria including residual / available bid capacity, the undersigned hereby declare that:
 - i) The information / statements given in support of technical and financial capability as per para 1.0 A, 1.0B and 1.0 C of Annexure-I of NIT of tender document are true and correct in every detail.
 - ii) This tender offer is made in the full understanding that:
 - a) All information / documents submitted along with tender offers by tenderer/s will be subject to verification by DFCCIL or its any authorized representative who may conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with the tender offer and to seek clarification from our bankers, clients regarding any financial & technical aspects;
 - b) In the event that the information/document submitted is found to be false or misleading, the tender shall be disqualified and the earnest money deposited shall be forfeited.
2. The client reserves the right to:
 - (i) Reject or accept any application, cancel the tender and reject all applications.

Signed

Name

For & on behalf of
Name of Firm/Company/JV

ANNEXURE-VIII

(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 notwithstanding 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-IX

Format of Bank Guarantee for Performance Security

Bank Guarantee No. :..... Dated :.....

To,
Dedicated Freight Corridor Corporation of India Limited
Metro Station Building Complex 5th Floor,
Pragati Maidan, New Delhi

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 notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The Payment so made by us (name of Bank) under this bond shall be a valid 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 & 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 :.....

ANNEXURE-X

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) Form of bid
 - 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)
 - 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

4.1The [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 envisaged

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 of 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 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 same 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 be 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 und 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

FINANCIAL OFFER

(SCHEDULE OF RATES)

Bill of Quantity for the work of Track Maintenance of New DFCCIL double line B.G. Electrified Track including miscellaneous permanent way work and other related work Between Bhaupur - Khurja (Between ch. 509.990 - 851.390) and other ancillary works under CGM/TDL section ,for 12 months.					
SI.No	Description of work	Qty	unit	Rate	Amount
1	Providing P-Way gangs/party of suitable nos. P-Way labour as and when required for executing different P. way activities. Deployment of the P-way gangs/parties will be decided by DFCCIL. Following tools & plants are to be provided by the contractor at his own cost with each party/gang. 04 Nos. -Non-Infringing track Jacks (10 Ton capacity mechanical), 05 Nos. Ballast Rake, 10 Nos. Wire claws, 10 Nos. Crow-Bars, 05 Nos. Beaters, 10 Iron /bamboo basket, 01 gauge cum level, 04 nos. shovels, 02 nos. hexa frame for rail cutting, 02 nos. tommy bars, 01 nos. straight edge, 10 Nos Blade for Rail cutting at any time, Rail drilling machine/ ratchet with 26.5mm & 30mm dia.bit , 04 nos. banner flags, 04 No.s Green Hand Signal flag, 10 Nos. red hand signal flags, 02 nos. Fawrah, 01 Nos. Rammer , 06 Nos. Spanner for fish bolts, 04 spanner for stretcher bar bolt and one rail cutting machine with adequate nos. of blades. Details of P-Way activities are enclosed as Annexure-B.	43200	Man days	447	19310400
2	Supervising of P-Way gang by site supervisor (highly skilled) as & when required for supervising different P. Way activities. (One Supervisor for one P-Way gang)	2160	Man days	645	1393200
3	Providing services for patrolling of track by deployment of key man / hot weather patrol man/cold weather patrol man. (Semi-Skilled)	18000	Man days	457	8226000
Total Cost					2,89,29,600/-

Amount in words :-(Rs. Two Crore Eighty Nine Lakhs Twenty Nine Thousand Six Hundred Only)

Note: - Quoting of rates

1. Tenderer should not quote for individual items.
2. Tenderer should quote % age Above/ Below / at Par (.....)(.....in words) to the Total Cost only of above schedule. Write the percentage both in figures and words
3. Tenderer must sign the following certificate.
I/We offer and agree to execute the above work at rate uploaded on Line at www.tenderwizard.com/DFCCIL Through digital Signature.
4. These Rates are inclusive of All Govt. & Local Taxes, Except GST.

Signature of tenderer with seal

