



**Dedicated Freight Corridor Corporation of India Limited**

(A Govt. of India PSU under Ministry of Railways)

(D-89, First Floor, Secto-2, Noida- 201301)

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Email – noidaunit01@gmail.com

**Tender Document No.: CPM / DFCCIL/Noida Unit/Dismantling/2016/1**

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

**Visit:- [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)**

**Help:** Please contact Tenderwizard helpdesk at no. 011- 49424365 or

Mob: 9599653865

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## **CHECK LIST**

<b>CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS ONLINE.</b>	
<b>1.</b>	Annual Turnover for the last three years with supporting document.
<b>2.</b>	Registration of Company in case of company.
<b>3.</b>	Partnership Deed/Memorandum and Articles of Association of the firm or company.
<b>4.</b>	Registration under Labour Law (As applicable).
<b>5.</b>	Service Tax Registration Certificate.
<b>6.</b>	Earnest Money Deposit confirming to Para 3 of General Conditions of Contract (Statutory document) the payment can be done through online as well as offline mode.
<b>7.</b>	Cost of Tender documents in the form of D.D. / Banker cheque in favour of DFCCIL payable at Noida can be done through online & offline mode.
<b>8.</b>	Power of Attorney of the person signing the tender documents.
<b>9.</b>	Financial Bid (Microsoft Excel file) to be filled, saved and submitted in e-tender portal i.e, <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a>

**Note:**

- (i) Sr.No.1-8, the original documents should be scanned and uploaded in 'Document Library' & attached in particular tender.
- (ii) Sr.No.9, only the downloaded 'Financial Bid' file should be uploaded after filling and saving. Do not upload scanned copy of 'Financial Bid' in 'Document Library'.

# DFCCIL

## **Engineering Department TENDER DOCUMENT**

Tender Notice No.	:	<b>CPM / DFCCIL / Noida Unit / Dismantling / 2016/1</b>
Name of work	:	Dismantling of structures acquired by Indian Railways in DFC ROW in District Palwal, Faridabad & GB Nagar under the jurisdiction of CPM/ NOIDA
Approximate Cost	:	Rs. 35,33,313/-
Cost of Tender	:	Rs.3000/-
Submission of EMD	:	Rs. 70,670/-
Completion period	:	6 months
Validity of Offer	:	90 days from date of opening of Tender.
Last Date & Time of submission	:	23/08/2016 till 15.00 hrs.
Date of Opening	:	24/08/2016 at 15.00 hrs.

**NOTICE INVITING TENDER****Tender No. CPM / DFCCIL / Noida Unit / Dismantling / 2016 / 1      Date: 19.07.2016**

The Chief Project Manager DFCCIL Noida for and on behalf of DFCCIL invites Open, E-Tender in Single Packet System on the prescribed forms for the under noted work:

Tender Notice No.	CPM / DFCCIL / Noida Unit / Dismantling / 2016 / 1
Name of work	Dismantling of structures acquired by Indian Railways in DFC ROW in District Palwal, Faridabad & GB Nagar under the jurisdiction of CPM/NOIDA.
Type of Tender	Open Tender, Single Packet System
Type of Contract	Works Contract.
Estimated Cost of Work	Rs. 35,33,313/- (Rs. Thirty Five Lakh Thirty Three Thousand, Three Hundred & Thirteen only).
Completion Period	6 (Six) months.
Earnest Money Deposit	Rs. <b>70,670/-</b> (Rs. Seventy Thousand Six Hundreds Seventy only.), to be submitted by the Bidder either by Online mode through NEFT/RTGS in DFCCIL Bank Account or by Offline mode through DD/Bankers Cheque/FDR.  MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from EMD cost.
Cost of Tender Document	Rs.3000 /-. To be paid by D.D. /Bankers Cheque in favour of DFCCIL payable at Noida.
Tender Processing Fee	Rs.4063/- inclusive of all taxes and duties (non-refundable) through e-payment while uploading of tender.
Performance Guarantee	5% of the Contract Value as per General Condition of the Contract.
Security Deposit	In addition to performance guarantee, the agency will have to deposit 5% security deposit to be deducted @ 10% of Running on account bills.
Eligibility Criteria	(i) The tenderer(s) shall be eligible only if he / they fulfill Eligibility Criteria of having received total contract amount during the last three financial years and in the current financial year with a minimum of 150% of the advertised tender value.  (ii) Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer / client, Audited Balance Sheet duly certified by the Chartered Accountant etc.
Validity of the offer	90 days from the date of opening of tender.
Address of Communication:	Office of Chief Project Manager/Noida Unit, Dedicated Freight Corridor Corporation of India Ltd., D-89, First Floor, Sector-2 Noida-201301 (UP).  Contact Person:- Sh. K. Kanaka Rao (PM/Civil/Noida) Contract No.: 7042560707
E-Tendering Web site Address and Help Desk No.:-	<a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> helpdesk no. <b>011- 49424365 or 9599653865</b>
<b>DATE &amp; TIME SCHEDULE</b>	
Date & Time of Start & Submission of Filled Tender Document	E-Tender can be downloaded from 11:00 hrs of 22-07-2016 and can be submitted upto 15:00 hrs of 23-08-2016 from <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a>
Date & Time of Opening of Tender	At 15:00 hrs of 24-08-2016

### Forwarding letter by Tenderer

To,  
Chief Project Manager,  
DFCCIL, Noida.

Tender No. : CPM / DFCCIL / Noida Unit / Dismantling / 2016 / 1

Name of the work: **Dismantling of structures acquired by Indian Railways in DFC ROW in District Palwal, Faridabad & GB Nagar under the jurisdiction of CPM/ NOIDA**

1. I /We

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

2. A Sum of Rs 70670/- (Rs Seventy Thousand Six Hundreds Seventy only) has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:

(i) I/we do not execute the contract agreement within **07 days** of issue of the acceptance letter by the DFCCIL Administration that such documents are ready.

OR

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

3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

.....  
Signature of Witness

.....  
Signature of Tenderer(s)  
Tenderer/s address:

Place:

Date:

**Dedicated Freight Corridor Corporation of India Limited**

(A Govt. of India PSU under Ministry of Railways)  
(D-89, First Floor, Sector-2, Noida (U.P))

**Section-1****Invitation for Bids (IFB)**

M/s

1. The Chief Project Manager/Noida, DFCCIL, D-89, First Floor, Sector-2, Noida (U.P) invites E-tenders in single packet system on prescribed forms from firms/companies meeting qualifying requirements and have requisite experience and financial capacity for the following work:

Tender Notice No.	CPM / DFCCIL / Noida Unit / Dismantling / 2016 /1
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Type of Contract	Works Contract.
Estimated Cost of Work	Rs. 35,33,313/- (Rs. Thirty Five Lakh Thirty Three Thousand, Three Hundred & Thirteen only).
Completion Period	6 (Six) months.
Earnest Money Deposit	Rs. <b>70,670</b> /- (Rs. Seventy Thousand Six Hundreds Seventy only.), to be submitted by the Bidder either by Online mode through NEFT/RTGS in DFCCIL Bank Account or by Offline mode through DD/Bankers Cheque/FDR.  MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from EMD cost.
Cost of Tender Document	Rs.3000 /-. To be paid by D.D. /Bankers Cheque in favour of DFCCIL payable at Noida.
Tender Processing Fee	Rs.4063/- inclusive of all taxes and duties (non-refundable) through e-payment while uploading of tender.
Performance Guarantee	5% of the Contract Value as per General Condition of the Contract.
Security Deposit	In additional to performance guarantee, the agency will have to deposit 5% security deposit to be deducted @ 10% of Running on account bills.
Eligibility Criteria	(i) The tenderer(s) shall be eligible only if he / they fulfill Eligibility Criteria of having received total contract amount during the last three financial years and in the current financial year with a minimum of 150% of the advertised tender value.  (ii) Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer / client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

Validity of the offer	90 days from the date of opening of tender.
Address of Communication:	Office of Chief Project Manager/Noida Unit, Dedicated Freight Corridor Corporation of India Ltd., D-89, First Floor, Sector-2 Noida-201301 (UP). Contact Person:- Sh. K. Kanaka Rao (PM/Civil/Noida) Contract No.: 7042560707
E-Tendering Web site Address and Help Desk No.:-	<a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> helpdesk no. <b>011- 49424365 or 9599653865</b>
<b>DATE &amp; TIME SCHEDULE</b>	
Date & Time of Start & Submission of Filled Tender Document	E-Tender can be downloaded from 11:00 hrs of 22-07-2016 and can be submitted upto 15:00 hrs of 23-08-2016 from <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a>
Date & Time of Opening of Tender	At 15:00 hrs of 24-08-2016

## 2. THE BANK DETAILS

Bank Details for depositing EMD and Tender Document cost through online is as under:

Bank name	Union Bank of India
Name	Dedicated Freight Corridor Corporation of India Limited
A/C No	513201010100589
IFSC Code	UBIN0546836
Branch	Moti Bagh I Branch, New Delhi-110066

## 3. Eligibility Criteria:

Eligibility criteria of applicant shall be assessed as per Clause-3 of section-4, 'Special Conditions of the Contract' of Tender Document.

4. Interested bidders who wish to participate should visit website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), which is the only website for bidding their offer
5. 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.
6. The tender documents should be submitted through online mode in website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and . The offer submitted other than online will not be accepted. Please refer Para-1.1, 'Procedure for submission of E-tender' of 'Instructions to Bidder' (ITB), Section-2 for clarification.



7. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password to login [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), which has to be obtained by submitting an annual registration charges of INR 2000/- + Service tax @ 15% to M/s ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of request of bid. Already registered vendors with M/s. Indian Telephone Industries (ITI) need not pay registration charges. For further details please refer Para-1.1, 'Procedure for submission of E-tender' of 'Instructions to Bidder' (ITB), Section-2 for clarification.

8. E-Tenders shall be opened online at the address given below at the time and date given in NIT. The tenderer or their representative may attend the tender opening.

Address of Office of the Chief Project Manager/Noida:-

**Chief Project Manager/Noida, DFCCIL, D-89, First Floor, Sector-2, Noida (U.P).**

Tender shall be submitted as per "Instructions to Bidders (ITB)" forming a part of the tender document.

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

10. 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.

11. 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.

12. 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.

We look forward for your active participation.

For & on behalf of DFCCIL  
Chief Project Manager/Noida

## Section -2

### Instructions to Bidders (ITB)

- 1. General:** All bidders must note that this being E-tender, bids received only through E-tendering portal shall be considered as an offer. Any bid received in paper form will not be opened and shall be summarily rejected.

Further following instructions should be noted by bidders

#### 1.1 Procedure for submission of E-tender:

##### 1.1.1 Bid Document obtaining process:

The Bidder who wish to view free Notification and tender documents can visit DFCCIL's website [www.dfccil.gov.in](http://www.dfccil.gov.in) OR [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) OR Central Procurement Portal [eprocure.gov.in](http://eprocure.gov.in).

Interested bidders who wish to participate should visit website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), which is the only website for bidding their offer.

Further the procedure is as follows:

- Register yourself with M/s. Indian Telephone Industries (ITI) for obtaining Login ID and Password (after paying necessary charges). This is one time annual payment and applicable for bidding other tenders also.
- Obtain Class-III Digital Signature Certificate from ITI or any other digital signature issuing authority. In case bidder wish to obtain the digital signature certificate from ITI, they may contact helpdesk numbers **011- 49424365 or 9599653865**.
- Using the login ID, password and digital signature enter the tender portal to purchase the tender document.
- The tender document charge has to be paid either through DD/Bankers Cheque drawn in favour of Dedicated Freight Corridor Corporation of India Limited payable at Noida or by online payment through NEFT/RTGS as per the details provided in Clause 2 of Section 1.

- Payment of processing fees through e-payment. This payment can be done only through e-payment gateway of ITI at the time of request.
- After the payment of E-Tender processing fee and Tender Document cost the bidder can download the 'financial bid' (Microsoft Excel file 'Financialbid.xls') by clicking the link "Show Form".

#### **1.1.2 Bid submission process:**

- Before quoting the rate and uploading the 'Financial Bid' in given format only. Bidders are advised to upload scanned copies of the following supporting document (please refer Check list) in 'document library'. The list is indicative and not extensive.
  - i. Payment document of 'Tender Document Charge' (Statutory document).
  - ii. EMD Document confirming to Para 3 of General Conditions of Contract (Statutory document).
  - iii. Supporting Documents for Eligibility Criteria as per Para-3 of 'Special Conditions of Contract & Specification', Section-4
  - iv. Service Tax Registration Certificate.
  - v. Partnership deed/Memorandum and Articles of Association of the firm or company, if applicable.
  - vi. Power of attorney of the person signing the tender document or photocopy duly attested by Notary Public.
  - vii. Any other supporting document as required.
- After uploading above documents, bidder should quote their rates in the downloaded 'Financial Bid' file and save the file. After saving, the bidder can upload the filled file. The name of the downloaded 'Financial Bid' ('Financialbid.xls') file should not be changed.
- In case of offline mode the Bidder should submit the original EMD & Tender Document Fees in Chief Project Manager/Noida's Office on/or before closing

- time and date of tender. On failure of the same, the offer of the bidder is liable to be rejected. The payment for EMD & Tender form fees can also be made by online payment through NEFT/RTGS as per the details provided in Clause 2 of Section 1.
- 1.2 **Cost of biddings:** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the DFCCIL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
  - 1.3 **Language of Bid:** The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DFCCIL, shall be written in English.
  - 1.4 **Currencies of Bid and Payment:** The Bidder shall quote the unit rates and the prices entirely in the Indian Rupees.
  - 1.5 **Period of Validity of Bids:** Bids shall be signed by a authorized person and shall be valid for 90 days from the date of opening of the tender. The Bid for shorter validity period shall be rejected by the DFCCIL as non-responsive.
  - 1.6 **Format and Signing of Bid:** Bid document shall be signed by a person duly authorised to sign on behalf of the Bidder. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.
  - 1.7 **Signing of Contract:** The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the DFCCIL through a letter of acceptance. In response the successful bidder should sign the contract agreement (**Annexure-III**) within Fifteen days from the date of issue of acceptance letter.
  - 1.8 **Corrupt Practices:** The DFCCIL require that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.
  - 1.9 Tenderer 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 DFCCIL in this respect shall be final and binding.

1.10 The 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 tender in which bidder has participated and EMD of all such tenderers shall stand forfeited.

2. The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding document. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive according to the bidding document in every respect will be at the bidders risk and may result in rejection of his bid.

**3. Understanding and Amendments of Tender Documents:**

3.1 The bidder must own all responsibilities and bear all cost for obtaining 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.

3.2 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 should obtain at his own cost 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.

3.3 At any time prior to the deadline for submission of bids, DFCCIL 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.

3.4 DFCCIL may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

#### **4. Signing of All Bid Papers and completing Financial Bid:**

This tender being E-tender, the digital signature obtained from approved Controller of Certificate Authorities (CCA) shall only be considered as authentic. The process of obtaining digital signature has been specified at Para-1.1 of ITB.

**5. Deviations:** The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents.

**6. Earnest Money Deposit:** The tender must be accompanied by a sum of Rs.70,670/- (Rupees Seventy Thousand Six Hundred Seventy Only) as Earnest money deposited either by directly in DFCCIL account by online payments through NEFT/RTGS as per the details provided in Clause 2 of section 1, or alternately in the form of:-

- a. Demand Drafts/Bankers Cheque/FDR drawn on any nationalized bank or a Scheduled Bank. Earnest money shall be in favour of "DFCCIL" payable at Noida.
  - i. The bids not accompanied by valid EMD shall be summarily rejected. In case the EMD as well as tender document cost is being deposited in any form mentioned above in Clause 6 (a), the scanned copy of the same shall be uploaded with the bid and the same shall be submitted in physical form at the "Office of Chief Project Manager, DFCCIL, D-89 1st Floor Sec-2 Noida, U.P - 201301, before opening of the Tender. Failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.
  - ii. MSEs registered with a Body specified by Ministry of MSME for the item tendered shall be exempted from payment of Earnest Money Deposit (EMD).

6.1 No interest shall be allowed on Earnest Money Deposit.

6.2 Forfeiture of Earnest Money:

6.2.1 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.

6.2.2 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.

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

### **6.3 Return of Earnest Money:**

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

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

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

### **7. Deadline for submission of tender:**

7.1 The bidder must ensure that the tender document is submitted before the closing time of the tender. The tender submission shall stop at prescribed date and time as mentioned in NIT.

7.2 Tenderer should submit the original EMD and Tender Document Fee (*in case payment of the same by offline mode*) in Chief Project Manager/Noida's Office on/or before closing time of tender. Tenderer should also upload the scanned copy of the above on the tender Portal while submitting the tender. The Bid of tenderer is liable to be rejected in case they fail to submit the above original EMD & Tender document fee physical form in CPM office before closing of tender.

7.3 Bidder can anytime change the quoted rates before date & time of closing of tender.

**8. Withdrawal of Tender:** No tender can be withdrawn after submission and during tender validity period.

## **9 Opening of the tender**

- 9.1 Tenders will be opened online 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.
- 9.2 Tenderers or their authorized representatives who are present shall sign in register as evidence of their attendance.

## **10 Clarification of the tenders**

- 10.1 To assist the examination, evaluation and comparison of the tenders, DFCCIL 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.

## **11 Preliminary examination of bids**

- 11.1 The DFCCIL 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.
- 11.2 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.
- 11.3 Prior to the detailed evaluation, DFCCIL 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 DFCCILs' 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.

11.4 If a bid is not substantially responsive, it shall be rejected by the DFCCIL.

11.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document. DFCCIL can summarily reject such tender.

## **12 Evaluation and comparison of tenders**

12.1 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 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.

## **13 Canvassing**

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

14. Right to accept any tender or reject all tenders:

DFCCIL 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.

15. 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 DFCCIL shall deem such tender as invalid.

## **16. Award of Contract**

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

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

**17. Security Deposits (SD):**

The Security Deposit will be equal to 5 % of the value of the contract. Security Deposit shall be deducted at the rate of 10% from each of the bill of the contractor till the realization of full amount of Security Deposit as per contract after adjusting the EMD.

**18 Help desk for E-Tendering**

18.1 For any difficulty in downloading & submission of tender document at website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), please contact at tenderwizard.com helpdesk no. . **011- 49424365 or 9599653865**

18.2 Bidder manual & system requirement is available on web site [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) for necessary help.

## Section 3

### GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract will form an integral part of the Bid and contract, which is enclosed along with the tender documents.

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

#### 1.1 DEFINITIONS

Unless excluded by or repugnant to the context.

- a) The expression DFCCIL as used in the tender papers shall mean the Dedicated Fright corridor Corporation of India Ltd.
- b) The expression Corporation as used in the tender paper means Dedicated Fright corridor Corporation of India Ltd.
- c) The expression “Department” as used in the tender papers shall mean Dedicated Fright corridor Corporation of India Ltd.
- d) “Drawing” shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Engineer In Charge.
- e) Engineer/ “Engineer-in-charge” of the work shall mean the ‘Representative’ appointed by DFCCIL.
- f) The “Site” shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- g) Part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.

- h)** The “Contract” shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any Special conditions, specifications, designs, drawings, priced schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with all its accompaniment and those later incorporated in it by internal consent.
- i)** The “Contractor/ Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- j)** The “Contract sum” / “Contract price” shall mean the sum for which the tender is accepted.
- k)** The “Contract time” means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- l)** A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- m)** A “month” shall mean a calendar month.
- n)** A “week” shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- o)** “Excepted Risks” are risks due to riots (otherwise than among contractor’s employees) and civil commotion (in so far as both these are un-insurable) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedent floods over which the contractor has no control.
- p)** “Temporary works” shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- q)** “Urgent works” shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or

failure or which become necessary for security of the work or the persons working, thereon.

- r) Where the context so requires, word importing the singular number only also include the plural number of vice-versa.

## **1.2 SUBMISSION OF BIDS**

- a) In case Tender opening date is declared as holiday, the tender will be opened on next working day at 15:00 hrs.
- b) All bids shall be submitted in accordance with the instruction contained in these documents (hereinafter called as tender documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- c) The bid submitted / received after the time and date fixed for receipt of Bids as set out in the documents are liable to be rejected.

Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case tenderer/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. DFCCIL will not take cognizance of any other conditions / variations from the tender stipulations mentioned at any other place in the tender documents.

## **1.3 PRICE VARIATION / REVISION**

No price variation shall be applicable in this contract.

## **2. Mobilization Advance: - Not applicable**

## **3. EARNEST MONEY DEPOSIT**

The tender must be accompanied by a sum of Rs.70,670/- (Rupees Seventy Thousand Six Hundred Seventy Only) as Earnest money deposited either by directly in DFCCIL account by online payments through NEFT/RTGS as per the details provided in Clause 2 of section 1, or alternately in the form of:

- a. Demand Drafts/Bankers Cheque/FDR drawn on any nationalized bank or a Scheduled Bank. Earnest money shall be in favour of "DFCCIL" payable at Noida.

- i. The bids not accompanied by valid EMD shall be summarily rejected. In case the EMD as well as tender document cost is being deposited in any form mentioned above in Clause 3 (a), the scanned copy of the same shall be uploaded with the bid and the same shall be submitted in physical form at the “ Office of Chief Project Manager, DFCCIL, D-89 1st Floor Sec-2 Noida, U.P - 201301, before opening of the Tender. Failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.
- ii. MSEs registered with a Body specified by Ministry of MSME for the item tendered shall be exempted from payment of Earnest Money Deposit (EMD).

The EMD may be forfeited:-

- (i) If the tenderer withdraws his offer during the validity period of the offer.
- (ii) If, the tenderer does not accept the correction of his offer price.
- (iii) In the case of successful tenderer, if he fails, within the specified time limit to furnish the required performance guarantee or Sign the Agreement.

#### **4. SECURITY DEPOSIT: -**

**4.1** The Earnest Money deposited by the Contractor with his tender will be retained by DFCCIL as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the Security Deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor, the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amount so retained may not exceed 10% of the total value of the contract.

#### **4.2 RECOVERY OF SECURITY DEPOSIT:**

Unless otherwise specified in the Special Conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:

- (a) Security Deposit for each work should be 5% of the contract value,
- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered,

- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the expiry of the maintenance period of 120 days in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The Competent Authority shall not be lower than Dy. CPM/ACPM (concerned with the work). The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.

**Note:-**

- (i) After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of contracts of value Rs.50 Crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

- 4.3** No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

**5. PERFORMANCE GUARANTEE:**

The procedure for obtaining Performance Guarantee is outlined below:

- 5.1** The successful bidder shall have to submit a Performance Guarantee (PG) amounting to 5% of the Contract value 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 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

- 5.2** The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
- (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;
  - (iii) Government Securities including State Loan Bonds at 5% below the market value;
  - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
  - (vi) A Deposit in the Post Office Saving Bank;
  - (vii) A Deposit in the National Savings Certificates;
  - (viii) Twelve years National Defence Certificates;
  - (ix) Ten years Defence Deposits;
  - (x) National Defence Bonds and
  - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour DFCCIL (free from any encumbrance) may be accepted.
- 5.3** The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid 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 P.G. extended to cover such extended time for completion of work plus 60 days.
- 5.4** 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 the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- 5.5** The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- 5.6** Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed



contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

**5.7** The Officer In-charge of DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

**5.7.1** Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Officer In-charge of DFCCIL may claim the full amount of the Performance Guarantee.

**5.7.2** Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Officer In-Charge of DFCCIL, may result in the Contract being determined or rescinded under provision of the GCC and the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

**5.7.3** The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

**6.0 Variations In Quantities During Execution of Works Contracts :-** The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.

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

**(a)** Operation of an item by more than 125% of the agreement quantity needs the approval of DFCCIL;

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



of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

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

**Note:** Variation to be approved should be limited so as not to completely change the scope, character and purpose of the original contract.

## **7.0 ELIGIBILITY CRITERIA**

7.1 THE TENDERER(S) SHOULD SATISFY THE MINIMUM Eligibility Criteria as laid down in the tender document and in support of eligibility criteria, the Tenderer(s) should have to submit documents as stipulated below along with their tenders.

7.2 **The Minimum Eligibility Criteria is as per Clause 3, of Section-4, “Special Condition of this contract” of Tender Documents.**

Tenderer(s) shall submit along with the tender, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & Tender conditions.

7.3 In case the Tenderer(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, the offer shall be considered as in-complete.

7.4 All photo copies should be enclosed with the tender form duly attested.

## **8. SUPERVISION AND SUPERINTENDENCE**

### **8.1 Contractor's Supervision**

The Contractor shall supervise & direct the works efficiently & with his best skill & attention. He shall be solely responsible for means, methods, techniques, procedures & sequences of construction/dismantling. The Contractor shall co-ordinate all parts of the work and shall be responsible to see that the finished work complies fully with the contract documents, & such instructions & variation orders as the Engineer may issue during the progress of the works.

The Contractor shall carryout the work in such a way that minimum inconvenience is caused to the occupants of the structures to be dismantled and other adjoining structures.

**9. PROTECTION**

The works of dismantling of structures included in this contract are to be carried out on structures, which are being occupied by owners of the structures therefore safety of occupants and public is paramount. Therefore, all activities undertaken by the Contractor / his Sub-contractors shall ensure safety at all times. The contractor shall comply with the instructions issued by DFCCIL from time to time to ensure safety while carrying out dismantling. The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.

**10. WORKMEN**

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task. The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non-compliance thereof by the Contractor. In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations, the Contractor shall without prejudice is liable to prosecuted as per Indian Laws.

**11. LAWS AND REGULATIONS:**

**a. Governing Law:**

The contract documents shall be governed by the laws and by-laws of India.

**b. Resolving the disputes:**

In case of disputes, between a Contractor and the field officers, regarding this tender, decision of the CPM/Noida, **DFCCIL**, shall be the final and binding.

**12. SAFETY PRECAUTIONS AND EMERGENCIES AND PROTECTION OF ENVIRONMENT**

**Contractor's Responsibility for Safety:-**

The contractor shall be solely responsible notwithstanding any stipulations by owner or Engineer for initiating, maintaining and supervising all safety precautions and programmes, in connection with the work and shall comply with all laws, ordinance, code rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damages, injury or loss during the entire contract period including non-working hours.

**13. INCOME TAX**

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source.

**14. SERVICE TAX**

Service Tax as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law.

**15. PERMITS, FEES, TAXES & ROYALTIES**

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, income tax, octroi and other taxes State and Central Government.

The contractor has to submit the documentary evidence for payment of all statutory remittances along with Bill.

The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.

**16. STATUTORY INCREASE IN DUTIES, TAXES ETC**

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the

Contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies, octroi etc.

Further **DFCCIL** shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc. At the time of quoting/bidding contractor should bear the above fact in mind.

#### **17. DELAY AND EXTENSION OF CONTRACT PERIOD / LIQUIDATED DAMAGES**

The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Firm/Contractor.

As soon as it becomes apparent to the Firm/Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Engineer and advise him of the reasons for the delay, as also the extra time required to complete the work and / or portions of work, together with justification thereof. In all such cases, whether the delay is attributable to the Firm/Contractor or not, the Firm/Contractor shall be bound to apply for extension well within the period of completion / extended period of completion of the whole works and / or portions thereof.

##### **17.1 Extension due to modifications**

If any modifications are ordered by the Engineer or site conditions actually encountered are such, that in the opinion of the Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Engineer to be reasonable.

##### **17.2 Delays not due to DFCCIL**

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier) , is likely to be delayed on account of:

- a. Any force majeure event referred to in Clause 22.0 or
- b. Any relevant order of court or
- c. Any other event or occurrence which, according to the Engineer is not due to the Firm/Contractor's failure or fault, and is beyond his control. The Engineer may grant such extensions of the completion period as in his opinion reasonable.

##### **17.3 Delays due to DFCCIL / Engineer**

In the event of any failure or delay by the DFCCIL / Engineer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or

alter the character thereof; or entitle the Firm/Contractor to damages or compensation thereof but in any such case, the Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

#### **17.4 Delays due to Firm/Contractor and Liquidated Damages**

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Firm/Contractor's failure or fault, and the Engineer feels that the remaining works or the portion of works can be completed by the Firm/Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Firm/Contractor extension or further extension of time, for completion, as he may decide, subject to the following: -

- a. Without prejudice to any other right or remedy available to the Engineer, recover by way of liquidated damages and not as penalty, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part thereof the Firm/Contractor is in default.
- b. The recovery on account of compensation for delay shall be limited to 5% of his contract value of the works, or the portion of the works, as the case may be.

The recovery of such damages shall not relieve the Firm/Contractor from his obligation to complete the work or from any other obligation and liability under the contract.

#### **17.5 Engineer's decision on compensation payable being final**

The decision of the Engineer as to the compensation, if any, payable by the Firm/Contractor under this clause shall be final and binding.

Time shall continue to be treated as the essence of contract in spite of extension of time. It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Firm/Contractor.

### **18. TERMINATION OF CONTRACT DUE TO FIRM/CONTRACTOR'S DEFAULT**

#### **18.1 Conditions leading to termination of' contract**

##### **i. If the Firm/Contractor**

- a. becomes bankrupt or insolvent, or,
- b. makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or

- c. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d. has execution levied on his goods or property or the works, or
- e. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of' this contract, or
- f. abandons the contract, or
- g. persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress or
- i. fails to take steps to employ competent and / or additional staff and labour, or
- j. promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL, or
- k. Suppresses or gives wrong information while submitting the tender.

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

**ii. In such a case of termination, the DFCCIL / Engineer may adopt the following course**

Carry out the whole or part of the work from which the Firm/Contractor has been removed by engaging another Firm/Contractor or deployment of technical staff at site.

**18.2 Entitlement of DFCCIL / Engineer**

In cases described in sub-clause 18.1 (ii) above, the DFCCIL / Engineer shall be entitled to:



- (a) On termination of the contract, the security deposit of the contractor shall be forfeited and the performance guarantee shall be encashed and balance work shall be got done without risk and cost of the original contractor.
- (b) Final bill of terminated contract shall be drawn and any legitimate amount due to the contractor after making in necessary deductions as per provisions of contract shall be released on furnishing a no claim certificate reliving the employer of contractual liabilities under the contract.

**19. DETERMINATION OF CONTRACT ON DFCCIL ACCOUNT**

The DFCCIL shall be entitled to determinate the contract, at any time, should, in the DFCCIL opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the DFCCIL of such termination and reasons therefore, shall be conclusive evidence thereof.

In case of determination of contract on DFCCIL account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of DFCCIL. The decision of the DFCCIL on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

**20. FOSSILS ETC**

All fossils, coins, articles of value of antiquity and structures or other remains or things of geological or archaeological interest discovered on the site shall be deemed to be the property of the owner and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing / damaging any such article and shall immediately upon discovery thereof and before removal acquaint the DFCCIL of such discovery and carry out DFCCIL order, at own expenses, the disposal of the same.

**21. LABOUR RULES**

The contractor will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and

Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences.

The contractor shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by C.G. Government applicable for Project Sites. The contractor shall also be responsible for observance of labour regulations in respect of labour welfare, PF & Employee Insurance.

## **22. FORCE MAJEURE**

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut downs imposed by Government, acts of Legislative or other Authorities, stoppage in supply of raw materials, fuel or electricity, breakdown of machinery, act of God, epidemics, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of Contractor and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. Contractor shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any financial repercussions.

## **23 SETTLEMENT OF DISPUTES**

23.1 All disputes or differences of any kind whatsoever that may arise between the DFCCIL and Contractor in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:

### **23.2. Mutual Settlement**

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

### **23.3 Conciliation/Arbitration**

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

23.3.2 If the Contractor is not satisfied with the settlement by the CPM/Noida on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of the DFCCIL in writing to settle such disputes or differences through Conciliation, provided that the demand for Conciliation shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or

difference(s) in respect of which the demand has been made, together with counter claims of the DFCCIL shall be referred to Conciliator as the case may be and other matters shall not be included in the reference.

- 23.3.3 Managing Director of the DFCCIL may himself act as Sole Conciliator or may at his option appoint another person as Sole Conciliator, as the case may be. In case, Managing Director of the DFCCIL decides to appoint a Sole Conciliator, then a panel of at least three names will be sent to the Contractor. Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator. Managing Director of the DFCCIL will appoint Sole Conciliator out of the names agreed by the Contractor.
- 23.3.4 In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Contractor may refer to the Managing Director of the DFCCIL for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director of the DFCCIL as per the procedure described above for conciliation. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- 23.3.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 23.3.6 The language of proceedings, documents or communications shall be in English and the ward shall be made in English in writing.
- 23.3.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- 23.3.8 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the DFCCIL and shall be shared equally between the DFCCIL and the Contractor.

#### **23.4 Settlement through Court**

It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses. 23.1 to 23.3.

**24 Suspension of work**

The Obligations of the DFCCIL and the Contractor shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation / arbitration and payments to the Contractor shall continue to be made in terms of the contract.

**25 Award to be binding on all parties**

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

**26 Exception**

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

**27 Jurisdiction of Courts:** Jurisdiction of courts for dispute resolution shall be at Gautam Budh Nagar (U.P)/Delhi only.

## **Section 4**

### **SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**

1. **INTRODUCTION:**

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

**2. Scope of works:** The successful tenderer has to carry out the following works:

(i) Dismantling of different type of structures (Houses, Kothra, Animal shelter, Haudi/Water Tank, Godown, Boundary walls, Chabutra etc.) acquired by DFCCIL in Villages-Paroli, Dehlaka, Kalwaka, Chhaprola, Prithala, Maidapur, Jatola, Asawati, Ladpur of District-Palwal, Pehladpur, Fatehpur, Ladauli, Behbalpur, Dayalpur, Fafunda, Machhgar, Bukharpur, Nawada Tigaon, Tigaon, Nimka, Sadpura, Faridpur, Kheri Kalan, Nachauli, Bhopani, Dhadar, Mahawatpur, Lalpur of District-Faridabad and Dalelpur, Gulaoli, Jhatta, Mubarakpur, Badoli Bangar, Gujjarpur, Namoli, Gulistanpur, Sakipur, Makora, Pali of District-G.B. Nagar (UP) along the alignment of DFCCIL.

**3. Eligibility Criteria of Tenderer:**

**3.1** The minimum eligibility criteria for tenders costing below Rs.50 lakhs shall be as under:

(a) The tenderer(s) shall be eligible only if he / they fulfill Eligibility Criteria of having received total contract amount during the last three financial years and in the current financial year with a minimum of 150% of the advertised tender value.

(b) Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer / client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

**3.2.** The tenderer/s should satisfy the following:

(i) All documents listed above are submitted duly completed.

(ii) Earnest money should be in acceptable form.

(iii) Certified copies of document(s) from their DFCCIL/client or an attested copy of audited balance sheet duly certified by a Chartered Accountant etc. indicating the payment received by the contractor in the last three financial years and the current financial year.

**3.3** Conditional tenders are liable to be rejected straight away. DFCCIL reserves the right to reject such tenders summarily without assigning any reason whatsoever.

- 3.4** Non-compliance with any of the conditions set forth herein above to liable to result in the tender being rejected.
- 3.5** The Tenderer shall visit the site and shall satisfy himself as to conditions under which the work is to be performed. He shall also check, ascertain the locations of any existing structures or equipment or any other situation which may affect the work. No extra claim as a consequence of ignorance or on ground of insufficient description will be allowed at a later date.
- 3.6** The price of items includes all accessories, consumables etc. as required to make the item complete in all respects, compatible with other related/associated items and fully functional.
- 3.7** Contractor shall be fully responsible for any error, difficulty in execution/damage incurred owing to discrepancy in drawings which has been overlooked by him. However, the several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figured dimensions in preference to scaled dimensions.
- 3.8** In the case of discrepancy between schedules of quantities, the specifications and/or the drawings, the following order of preference shall be observed:
- i. Description in the Schedule of Items, Rates and Quantities (BOQ)
  - ii. Drawings.
  - iii. Technical Specifications.
- 4.0** If there are varying or conflicting provisions made in any one document forming part of the contract, the accepting authority of the DFCCIL shall be the deciding authority with regard to the intention of the document. Any error in decision, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the work comprised therein according to drawing and specification or from any of his obligations under the contract.

#### **4.1 LAND FOR CONTRACTORS ESTABLISHMENT**

For the purpose of construction of Contractor's store yard, godowns, site office etc, the contractors may utilize with the permission of the Employer/Architect, portion and/or space belonging to the Employer if available, at such location as would not interfere with the

execution of the work. The contractor shall for this purpose submit to the Employer for his approval a plan or plans of the proposed layouts for the site facilities.

**5. CONTRACTOR'S GENERAL RESPONSIBILITIES:**

- 5.1** The Contractor shall execute and maintain the works with due care and diligence and shall provide all materials, labour including supervision thereof, constructional payment, temporary works, transport and all other things, whether of temporary or permanent nature, required for the proper execution and maintenance of the works.
- 5.2** The Contractor shall execute the whole and every part of the work, in the most substantial and workmanlike manner, both as regards materials and labour and in every respect in strict accordance with the contract documents. The Contractor shall conform exactly, fully and faithfully to the designs, drawings, and instructions relating to the works.
- 5.3** Before commencing any item of work, the Contractor shall correlate all relevant drawings and information and satisfy himself that the information available thereof is complete, unambiguous and without any discrepancies. The Contractor shall be responsible for any errors in the execution of the works and/or his sub- contractor and/of the specialist agency to which has been assigned is not brought to the notice of the DFCC.
- 5.4** The dimensions and other information shown on the drawings are believed to be correct. The contractor shall however, verify them for himself and no claim of allowance whatsoever shall be entertained on account of any errors or omissions in the dimensions etc. from those shown in the drawings.
- 5.5** The Contractor shall pay, in full, all the third party suppliers and sub-contractors the amounts due in respect of the purchases of goods and services made of the works and shall on demand from the DFCC provide evidence of such payments. It is clarified the DFCC is not responsible to the third party suppliers and/or sub- contractor for the payment of any dues.
- 5.6** **WATER:** The rates quoted by the contractor shall include all expenditure for providing all the water for the full contract period required for the work, including that for the work people and all staff on the site. He shall make his own arrangement for the supply of good quality water. He shall obtain municipal connection. And all charges for the connection & consumption shall be borne by him. If municipal water is not available or inadequate, he shall make other arrangements like sinking tube wells, or making bore wells or transport from outside by tanker or any other suitable means entirely at his own and no separate payment for the same shall be made.

**5.7 POWER:** The contractor shall at his own cost arrange for necessary power connection and lighting for the entire period of contract. If, however, separable power is available in the premises, the contractor shall make his own arrangements to obtain necessary connections, maintain efficient services of electric lights and power and shall pay for all the requisite charges for the same. The DFCCIL shall give the recommendations necessary to obtain power and water connections from the concerned authorities, but the responsibilities for obtaining the same shall rest with the contractor.

If any other contractor, appointed by the DFCCIL, is required to use water and power, he shall be allowed to use the same and make temporary connections from the supply arranged by the main contractor at rates, terms and conditions that may be decided by the DFCCIL /Consultant.

**5.8 FIRST-AID FACILITIES:** The contractor shall at his own expense arrange to ensure availability of medical attendance promptly when necessary. He shall provide properly equipped first-aid station, in charge of qualified person at suitable location within easy reach of the workmen and staff. The contractor shall also provide for transport of serious cases to the nearest hospital. The contractor shall be responsible for any liability which may be excluded from the insurance policies referred in above mentioned clause and also for all other damaged to any person, animal or property arising out of or incidental to the negligence or defective carrying out of this contract. He shall also indemnify the DFCCIL in respect of any cost, charges or expenses arising out of any claims or proceedings and also in respect of any award of compensation and damages arising there from. The DFCCIL shall with the concurrence of the consultant be entitled to deduct the amount of any damages, compensation, cost, charges and expenses arising from or occurring from or in respect of any such claim or damages from any or all sums due to or become to the contractor without prejudice to the DFCCIL 's rights in respect thereof.

**5.9 FIRE EXTINGUISHERS** The contractor shall at his own expenses provide at suitable, prominent and easily accessible places, requisite number of fire extinguishers buckets – some filled with sand and some with water.

## **6. CONTRACTOR'S SUPERVISION:**

**6.1** The contractor shall provide all necessary supervision during the execution of the works and the guarantee period for the proper fulfilment of the Contractor's obligations under the contract document.



- 6.2** The Contractor shall employ for the execution of the works- such technical persons as are qualified and experienced and such representatives, Foremen and supervisory staff as are competent to supervise the works and in the course of any operations carried out by him for the purpose of completing any outstanding work or rectification of defects during the Guarantee Period.
- 6.3** The supervisors deployed can be demobilized on instructions of DFCC, if not found fit for the job.
- 6.4** Any material rejected by DFCC shall be removed from premises within 24 hours by the contractor at his own cost.

**7. CO-OPERATION AND INTERFACE WITH OTHER CONTRACTORS:**

- 7.1** The Contractor shall co-operate and interface with other Contractors and consulting agencies and freely exchange with them such technical information as necessary for the proper execution of the work.
- 7.2** The Contractor shall afford all reasonable opportunities to other Contractors, their workmen and to the workmen of DFCC for carrying out their works.
- 7.3** All operations necessary for the execution of works shall be carried out so as not to interfere unnecessarily with the execution of works by other.

Contractors execution of works under this contract shall be coordinated with the works of other contractors where it would interfere with their works or working. The DFCC and the concerned Contractor shall be informed well in time for effective coordination and proper execution of works.

**8. CO-ORDINATION OF WORK:**

- 8.1** At the commencement of work, and from time to time, the Contractor shall interface with other Contractors, sub-contractors, persons engaged on separate contracts in connection with the works, and with the DFCC for the purpose of coordination and execution of the various phases of works. The Contractor shall ascertain from the other Contractors, sub-contractors and persons engaged in separate contracts in connection with the works the extent of all chasing, cutting and forming of all opening, holes, groves etc., as may be required to accommodate the various services.
- 8.2** The Contractor shall ascertain the routes of all services and the position of all floors and wall outlets, traps etc., in connection with the installation of plant. services and arrange for the

construction of work accordingly. The breaking and cutting of the work must be done as per the instructions of representative of the competent authority. Generally, all breaking shall be by the Contractor for civil works and no work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work.

- 8.3** The contractor shall protect and preserve the works from all damages or accidents.
- 8.4** The contractor shall properly clean the work as it progresses and shall remove all rubbish and debris from the site from time to time as is necessary and as directed. On completion, the contractor shall ensure that the premises and/or site are cleaned, surplus materials, debris, sheds etc. Removed, all fixtures cleared and polished wherever necessary, all appliances commissioned so that the whole installation is left fit for immediate occupation or use and to the satisfaction of the DFCCIL .

**9. PROGRAMME/PROGRESS EVALUATION AND REVIEW:**

- 9.1** If, at any time it appears to DFCC, that the progress of the work does not conform to the approved programme, the Contractor shall furnish a revised programme and take such steps at his cost, as are necessary to expedite progress and ensure completion of works within the completion period or extended date of completion.
- 9.2** Approval by DFCC of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract documents.
- 9.3** The Contractor shall be called upon to attend co-ordination meetings with DFCC, and shall fully cooperate with persons and agencies involved in these discussions. The Contractor shall take notes of the discussions during the meeting and shall strictly adhere to the decisions of DFCC in performing the works.
- 9.4** The DFCCIL shall have the right to take possession of or use any completed or partially completed part of work. Such possession or use will not be an acceptance of any work not completed in accordance with the contract agreement.

**10. INSPECTION OF WORKS:**

- 10.1** The DFCC or any person authorized by them shall at all times access to the works and the contractor shall assure and make available every facility and assistance in obtaining the right to access at his own cost.

- 10.2** All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the DFCC when such each stage is ready.
- 11. ADHERENCE TO TIME SCHEDULE:** Timely completion of work is the essence of the contract.
- 12. WITHHOLDING OF PAYMENTS:** DFCC may withhold or on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect DFCC from loss on account of:
- (a) Defective work not remedied.
  - (b) Failure of the contractor to make payments properly to sub-contractors for materials or equipments or labor.
  - (c) Damage to works of another Contractor or Sub-Contractor.
  - (d) A reasonable doubt that the contractor is unlikely to complete the contract for the balance amount unpaid.
  - (e) A reasonable doubt that the contractor intends to leave the work incomplete. (f) Delay the work at site.
- 13.** In no event shall the contractor be entitled to collect any additional fees or further payments for general condition, administrative or overhead costs or expenses or profit in connection with any change in the works. No change in the works, whether by way of alteration or addition to the works shall be carried out unless the authorization is received. No course of conduct or dealings between the parties, nor expenses or implied acceptance of alterations or additions to the work and no claim that DFCC has been unjustly enriched by any alteration or addition to the work whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the contract sum or extend the completion date.
- 14.** The work as detailed in this Tender shall be executed and completed in all respects in accordance with the Tender document, Instructions to Tenderers, Bill of Quantities, General & Special Condition Of The Contract, technical specifications, Schedules and Drawings to the satisfaction of DFCC.
- 15.** DFCC does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever.

**16.0 MAINTAINING RECORD OF DISMANTLING WORK:**

- 16.1** The contractor is required to take and supply to the Engineer-in-charge colored photographs detailing the various stages of dismantling as directed by DFCCIL -in -charge.
- 16.2** The coloured photographs shall be taken by the contractor of various activities pertaining to the work at regular intervals as directed by DFCCIL -in-charge. A sets of 5"x3" prints of each shall be supplied. The negatives or soft copy of all the photographs taken shall be supplied to DFCCIL -in-charge.
- 16.3** All the cost of reels, taking, developing and printing etc. shall be deemed to have been included in rates quoted against various items and nothing extra shall be paid for the item of work under the clause as above. The DFCCIL shall have full ownership of copyright of these entire photograph and the contractor shall indemnify the DFCCIL against any claim of any sort.

**16.4 RECORDS AND REGISTERS**

The contractor shall maintain proper records of dismantling of structure as directed by Engineer incharge. The following register will be maintained at site by the Contractors.

- i. SITE ORDER REGISTER :- The contractor shall promptly comply with site orders given therein by DFCCIL or his representative or superior officers. The compliance shall be reported by the contractor to DFCCIL in reasonable time so that it can be checked.
- ii. LABOUR REGISTER : This register will be maintained to show daily strength of labour in different categories employed by the contractor.
- iii. PLANT AND MACHINERY REGISTER : This register will record daily particulars of machinery with the contractor.
- iv. DAILY ACTIVITY REGISTER: All activities are required to be chronologically logged in this book, shifts-wise and date-wise.
- v. UNUSUAL OCCURENCES REGISTER: All unusual occurrences are required to be chronologically logged in this book.

**17. TIME SCHEDULE:**

On acceptance of tender, the contractor shall provide the detailed bar chart. Thus contractor then, start the work as per the approved bar chart.

**18. HIRING OF TOOLS AND PLANTS.**

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

DFCCIL shall not be responsible for any loss or damage to contractor's men, materials, equipments, tools and plants etc. from any cause whatsoever. No claim for idle labour, idle machinery/plant etc. on any account shall be entertained by DFCCIL. Similarly no claim will be entertained for business loss or any such loss for whatsoever reason.

## **19.0 Arbitration Clause**

In the event of any dispute or difference between the parties in connection with this work, arbitration clause No. 23 of Section-III of General Conditions of Contract shall be applicable.

## **20.0 SUPPLY OF ELECTRIC POWER:**

**20.1** The Contractor shall be responsible for the arrangements to obtain supply of electric power necessary for the work. He shall preferably arrange his own electric generating set, especially in view of erratic and unreliable electric supply.

**20.2** On request of contractor, DFCCIL will forward the contractor's application for getting electric supply to local authorities but it will be sole responsibility of contractor to get connection on his cost and time.

## **21.0 LABOUR RULES:**

Clause no-21 of Section-III of General Conditions of Contract shall be applicable.

## **22.0 NOTICES TO PUBLIC BODIES**

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

**23 Special condition of NS Items -**

- a) If Any structure is to be dismantled partially i.e. to safeguard the part of structure, payment will be made at 20% higher than the accepted rates.
- b) It will be the responsibility of the contractor to safeguard the remaining structure. Any necessary arrangements such as structuring, scaffolding etc will be made by the contractor and no extra payment will be made on this account.
- c) Contractor will be liable for any damage to remaining/other structure any kind of injury/loss of human life/animal life of occupant of the structure at the time of dismantling.
- d) Any usable material recovered will be the property of original owner of the structure as per land acquisition act and Contractor is liable to safeguard released material like electrical appliances, doors/windows, grills, toilet fittings till handed over to structure owner.
- e) Contractor will take suitable precautions for safeguard against electric wiring etc for his workers & occupants during dismantling.
- f) All the payment will be made as per the actual measurement under respective items of schedule A & B.
- g) If any structure has been dismantled by the owner partly, new measurements of the remaining structure will be made and payment will be made in the appropriate item as per the category of remaining part of the structure on the basis of actual measurements.
- h) Contractor will make his own arrangements for disconnecting electric connections/water supply connections. He will also take necessary action for co-ordination with electrical department or PHED if required. No extra will be paid on this account.
- i) After completion of dismantling of particular structure, he will re-live the connection if structure is partially dismantled and remaining part of the structure is being used by the occupants. No extra will be paid on this account.

**24.0 QUANTITY VARIATION-** Clause 6.0 Under Section-3 shall be applicable

**25.0 RATES**

- 25.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 25.2 All statutory taxes (Except Service Tax) and liabilities levied/leviable 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 unless otherwise specified in the Tender.

25.3 **Services Tax**, as admissible shall be paid extra on submission of proof of deposit.

25.4 Tax shall be deducted at source as per extent rules.

25.5 The rate includes all man power, material required, equipment etc. complete and no additional payment shall be made on any other account.

## **SECTION -5**

### **DFCCIL/CPM/Noida Unit**

#### SCHEDULE OF ITEMS, RATES & QUANTITIES

##### Rate Sheet

**Name of Work: Dismantling of structures acquired by Indian Railways in  
DFC ROW in District Palwal, Faridabad & GB Nagar  
under the jurisdiction of CPM/ NOIDA**

<b>S.No.</b>	<b>Description of Works</b>	<b>Basic value in Rs.</b>	<b>Rates to be quoted in figure &amp; words (clearly mention above/below/ at Par against each</b>
1	Execution of all work as per Schedule 'A'	28,75,663	@----- % (in words) ----- Percent (above or below)
2	Execution of all works as per Schedul 'B'	6,57,650	@----- % (in words) ----- Percent (above or below)
	<b>Grand Total</b>	<b>35,33,313</b>	

**Note:-**

1. The quantities shown against the above items are approximate and are for guidance only. These are subject to variation depending upon actual site requirements. DFCCIL reserves the right to increase/decrease the quantities as per site condition.
2. The tenderer's will quote only one percentage rate above/below/At Par against the rete in proforma for schedule items given above, failing which his/their offer will be treated as incomplete and shall be summarily rejected.
3. All items are for complete job including labour materials and all lead, lifts assets, descents, obstructions, leading, loading, unloading, handling, re-handling, all taxes octori and royalty etc.
4. Tender accompanied by any conditions is liable to be rejected.

I/we clearly understand that I/we am/are not entitled to any other payment on any account what so ever except the quoted rate for fully completed job.

Signature of Tenderer/s



Address

Signature of Tenderer's

**SECTION -5**

**DFCCIL/CPM/Noida Unit**

**SCHEDULE OF ITEMS, RATES & QUANTITIES**

**SCHEDULE-A**

**Name of Work: Dismantling of structures acquired by Indian Railways in  
DFC ROW in District Palwal, Faridabad & GB Nagar under  
the jurisdiction of CPM/ NOIDA**

Item No.	Description	Unit	Rate (Rs.)	Quantity	Amount (Rs.)
1	Dismantling of all type of structure up to ground level consisting of Brick/stone masonry (plastered /pointed) CC/ Terrazzo flooring, RCC/ Stone patti roof, including water supply/ sanitary/ electric fittings level and disposal of released material at suitable location outside the railway land boundary or as per the instruction of Engineer in charge. The rates include cost of all labour, machinery, T & P, lead lift crossing of nallah/canal/track taxes, royalties etc. and all incidental charges as a complete job as per direction of Engineer in charge.				
(a)	<b>Masonry structure</b> <b>Note: -</b> 1. If any structure is to be dismantled partially, extra payment @ 20% will be paid to safeguard remaining structure. 2. For any structure other than RCC/stone Patti roof, payment will be made at 20% reduced rates. 3. For structure to be dismantled at 1st floor, extra payment @ 20% will be paid	Sqm	276.00	8724	2407824.00
(b)	Plain Boundary wall/ Wall in any type of masonry/cement concrete (Not covered with roof )	RM	49.00	6711	328839.00
(c)	Any other structure such as underground tank, Chabutara etc	Sqm	139.00	1000	139000.00
	<b>TOTAL of Schedule-A.</b>				<b>28,75,663.00</b>

**SECTION -5**

DFCCIL/CPM/Noida Unit

**SCHEDULE OF ITEMS, RATES & QUANTITIES****SCHEDULE-B**

**Name of Work: Dismantling of structures acquired by Indian Railways in DFC ROW in District Palwal, Faridabad & GB Nagar under the jurisdiction of CPM/ NOIDA**

<b>S.No</b>	<b>Description of Work</b>	<b>Unit</b>	<b>Rate</b>	<b>Approx. Quantity</b>	<b>Amount (in Rs.)</b>
<b>1</b>	Dismantling manually/ mechanical means of godown / factory/ industrial shed (upto ground level) consisting of AC sheet/CGI sheet roofing over steel/ wooden trusses resting over masonry walls/ RCC columns/ steel columns without dismembering of truss including stacking of serviceable material and disposal of unserviceable material/debris/malba etc. outside of ROW. The rate is inclusive of all labour/idle labour, material, machinery, tools & plants, fuel, consumables, tax etc, complete. The released material will be the property of the structure owner. The dumping area (for disposal of malba etc) outside of ROW, will be arranged by the contractor at his own cost.	Per Sqm	350.00	1879	657650.00
	<b>Total of Schedule-B</b>				<b>657650.00</b>

**BIDDER'S GENERAL INFORMATION**

**1-1 Bidder Name** : \_\_\_\_\_

1-2 Numbers of Years in Operation : \_\_\_\_\_

1-3 Registered Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1-4 Operation Address if different from above: \_\_\_\_\_

1-5 Telephone Number : \_\_\_\_\_

1-6 E-mail address & Web Site : \_\_\_\_\_

1-7 Tele fax Number : \_\_\_\_\_

1-8 ISO Certification, if any {If yes, please furnish details} \_\_\_\_\_

1-9 PF / EPF Registration No.: \_\_\_\_\_

1-10 Service Tax No.: \_\_\_\_\_

1-11 Pan No. : \_\_\_\_\_

1-12 Bank A/C No with Bank code \_\_\_\_\_

for electronic clearance of the payment.: \_\_\_\_\_

**(SIGNATURE OF BIDDER WITH SEAL)**

**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

Bank Guarantee no.....  
Date.....

To,  
Chief Project Manager,  
Dedicated Freight Corridor Corporation of India Ltd/Noida Unit  
D-89, 1st Floor, Sector-2,  
Noida-201301

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

This deed of Guaranty made this day of \_\_\_\_\_ between \_\_\_\_\_(name of Bank) having registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ (hereinafter referred to as "Bank") of the one part and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer) of the other Part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the Contract no..... for ..... (Hereinafter called "the Contract") to M/s..... its registered office at ..... (Hereinafter called "the Contractor").

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

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

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement . Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rs. In Words) only.

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

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

We..... (indicate the name of Bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been full paid and its claims satisfied or discharged by ..... (Designation & Address of Contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under 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) unconditionally 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 bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

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

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

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

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

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs.....(om 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 –III**

**FORM OF AGREEMENT**

(To be executed on requisite value of stamp papers)

AGREEMENT



THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between DFCCIL, D-89, First Floor, Sector-2, Noida (U.P) , acting through (Project Head and name / address of the Project) (hereinafter called “the DFCCIL / Engineer”) of the one part and \_\_\_\_\_ (name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

(Name, Designation and address of the authorised signatory)  
Signed for and on behalf of the Contractor in the presence of:

(Name, Designation and address of the authorised signatory)  
Signed for and on behalf of the DFCCIL in the presence of:

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated

**ANNEXURE-IV**

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

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

1.....

2.....

3.....

ANDSOON.....

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

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