



डेडीकेटेड फ्रेट कोरीडोर

**Dedicated Freight Corridor Corporation of India Limited**  
(A Government of India Enterprise under Ministry of Railways)

**E-Tender Document**

**FOR**

**Name of Work: Supply, Installation, Testing & Commissioning of 8 Channel Voice Logger / Monitor for Control Circuits as per technical specification no - RDSO/SPN/TC/38-2002 Version 2.0 or latest at WDFC OCC/Ahmedabad, DFCCIL**

**SINGLE PACKET OPEN E-TENDER  
NOT TRANSFERABLE**

**Tender No. DFC-ADI-SNT-02-2024-25  
(Participation through e-Tender only)**

**Visit: [www.ireps.gov.in](http://www.ireps.gov.in) its link at [www.dfccil.com](http://www.dfccil.com)  
(Help desk of IREPS: 011-23761525)**

**Employer:  
Chief General Manager  
Dedicated Freight Corridor Corporation of India Ltd.  
OCC Building, 'D' Cabin Road, Sabarmati, Ahmedabad - 380019**

**TABLE OF CONTENTS**

S N	DESCRIPTION		Page No.
1.	Check list of mandatory documents to be submitted by the tenderer		3
2.	General	Important Instructions to Tenderer(s) before submitting their tenders online	4-7
3.	Section-I Part-I	NOTICE INVITING E-TENDER (NIT)	8-9
4.	Section-I Part-II	Instructions to Bidders (ITB)	10-11
5.	Section-II	<b>Preamble &amp; General Instructions to Tenderers</b>	12-13
6.	Section-III	Tender Form (First Sheet)	14-15
7.	Section-III	Tender Form (Second Sheet)	16-35
8.	Section-IV	General Conditions of Contract	36-51
9.	Section-V	Special Conditions of Contract and Specifications	52-59
10.	Section-VI	Schedule of approximate quantities & rate	60-61
11.	Annexure -I	Tenderer's General Information	62
12.	Annexure- II	Performa for Experience/Performance Certificate	63
13.	Annexure- III	Self-Certificate	64-65
14.	Annexure- IV	Form of Guarantee Bond for Performance <u>Guarantee</u> (PG).	66-67
15.	Annexure-V	Bank Guarantee Format for Bid Security	68-69
16.	Annexure- VI	Agreement	70-71
17.	Annexure- VII	Certificate of no relative being an employee of DFCCIL	72
18.	Annexure- VIII	Details of works completed in last seven financial years and current financial year and works under progress	73
19.	Annexure- IX	Annual Contractual Turnover of last three financial year & current financial year	74
20.	Annexure- X	Pre-Contract Integrity Pact	75-80
21.	Annexure- XI	Anti-Profiteering Declaration	81-82
22.	End of Tender Document		83

**CHECK LIST OF MANDATORY DOCUMENTS TO BE SUBMITTED BY  
TENDERER**

**CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS. THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPLIED BEFORE SUBMITTING THE TENDER DOCUMENT ONLINE: -**

<b>S N</b>	<b>Clause in Tender Document</b>	<b>Description</b>	<b>Done or Not</b>
1.	Section-III (Pg no. 14-15)	Tender Form (First Sheet)	
	Section-III (Pg no. 16-35)	Tender Form (First Sheet)	
2	Tender document cost as per NIT (Page no.8-9 & 18)	Copy of Tender document fees deposited as per NIT/Clause No. 6.3 of Tender Form (Second sheet)	
3	Bid Security/EMD deposit as per NIT (Page no.8-9 & 22)	Copy of Earnest Money Deposit as per NIT/Clause 8.0 of Tender Form (Second Sheet) has been attached.	
4	Clause No. 4.15 (Pg no.44)	Proof of having Registered office in India	
5	Clause No. 29.0 (Pg no. 34-36)	Copy of Partnership deed as applicable has been attached.	
6	Clause No. 6.9 (pg no.21)	Power of Attorney as applicable has been attached.	
	Clause No. 6.8 (pg no.19-21)	Documents to be Submitted Along with Tender (if applicable)	
7	Clause No. 26.0 (Pg no.32)	MSME Registration Certificate, if applicable	
8	Clause No. 15.0 (Pg no.15)	Documents towards fulfilling of Eligibility Criteria (Special condition) as per Clause no. 15.0 of Tender Form (Second Sheet)	
9	Annexure-I	Tenderer's General information filled up in <b>Annexure -I</b> with attached documents/proof page marked/indicated.	
10	Annexure-III	Self-Certificate as per Annexure-III	
11	Annexure-V	Bid Security as applicable as per Annexure-V has been attached	
12	Annexure-VII	Certificate of Non-relative as per Annexure-VII has been attached	
13	Annexure-X	Pre-Contract Integrity Pact as per Annexure-X has been attached	
14	-	GST Registration Certificates.	
15	All the annexures & forms properly filled up and relevant documents attached and indicated in Forms (if Applicable).		
17	Company seal & signature of Authorized Representative of the firm should be endorsed.		
18	The tender document uploaded online, should be duly signed by the Tenderer. Any loose paper/ documents submitted separately shall not be considered as part of tender offer.		

**Information/documents as required as per various Annexures/ certificates/  
Forms should be submitted by the tenderers.**

## Important Instructions to Tenderer(s) before submitting their tenders online

**General:-** All bidders must note that this being E-tender, bids received only through online on E-tendering portal <http://www.ireps.gov.in> shall be considered as a valid offer. Any bid submitted in paper form will not be received and opened and shall be summarily rejected. E-tendering site <https://www.ireps.gov.in> / its link at [www.dfccil.com](http://www.dfccil.com) (Help desk of IREPS: 011 -23761525). The tenderer/bidders must have Class-III Digital Signature Certificate & must register on IREPS portal. Only registered tenderer/bidders can participate on e-Tendering. All relevant documents must be uploaded at the time of participating in e-Tendering.

The bidder must ensure that the tender document submission before the closing time as the tender submission shall stop accepting the offer at prescribed date and time.

### 1. Online Bidding Methodology:

Online Bid System

### 2. Broad outline of activities from Bidders perspective:-

- a. Procure a Digital Signing Certificate (DSC)
- b. Register on Electronic Tendering System (ETS)
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on (ETS)
- e. Download Official copy of Tender Documents from ETS.
- f. Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
- g. Bid Submission on ETS: Prepare & arrange all documents/paper for submission of bid online and tender fees deposit through E-Payment gateway.
- h. Attend Public Online Tender Opening Event (TOE) on ETS.
- i. Post TOE clarification on ETS (Optional). Respond to DFCCIL's post – TOE queries.

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

### 3. Digital Certificate:

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

### 4. Registration:

The Tender documents can be downloaded from the website: <https://www.ireps.gov.in> and to be submitted in the e - format. Cost of the Tender Documents and EMD have to be submitted only through online payment modes available on IREPS portal like net banking, debit card, credit card etc.

Manual payments through Demand draft, Banker's cheque, Deposit receipts, FDR etc. are not allowed. Payments against this tender towards tender document cost and earnest money are to be deposited /submitted before the schedule date & time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender documents from the website to keep themselves abreast of such amendments before submitting the tender documents.

Intending bidders are requested to register themselves on IREPS portal through <https://www.ireps.gov.in> for obtaining User ID and Password by paying Vendor registration fee and processing fee for participating in the above-mentioned tender.

"Vender Manual" containing the detailed guidelines for E-Tendering is available on [www.ireps.gov.in](http://www.ireps.gov.in).

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

- i) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are to be notified. It is the responsibility of the Tenderer who has downloaded the tender documents from the website to keep themselves abreast of such amendments and attach all the addendum/addenda/corrigendum/corrigenda (if any) duly signed along with the submission of the tender documents.
- ii) To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with the IREPS ([www.ireps.gov.in](http://www.ireps.gov.in)) and to have User ID and Password.

IREPS Help Desk	011-23761525
DFCCIL Contact	Shri. R. K. Baghel
Telephone/Mobile No.	9327166711
E-mail ID	<a href="mailto:rkbaghel@dfcc.co.in">rkbaghel@dfcc.co.in</a>

**6. Bank Account Details of DFCCIL**

Name	CGM DFCCIL, Ahmedabad
Bank account number	312601010330681
IFSC code	UBIN0546836
Bank Name	Union Bank of India
Bank Branch	Moti Bagh, New Delhi
GST No.	24AACCD4768M1ZB

**7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION AS PER BID:-**

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

- 7.1 Tender fee & EMD has to be deposited through e-payment only. The tender processing fees as per applicable rate payable through the e-payment gateways to IREPS portal is Non-refundable. Payments against this tender towards tender document cost and earnest money are to be done before the schedule date & time of submission of the tender otherwise the Bid will not be considered.
- 7.2 Tender documents (s) in original, duly filled, should be signed by bidder or his Authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.
- 7.3 Copy of PAN card.
- 7.4 The authenticated copy of registered partnership deed with the Registrar or notarized copy of Partnership deed as per the Indian Partnership Act in case of partnership firm.
- 7.5 In case of proprietorship firm bidder will submit an affidavit, attested by Notary Public that "I am a sole proprietor of the firm \_\_\_\_\_ in case of \_\_\_\_\_ proprietorship firm on Non judicial stamp paper.
- 7.6 Bidder's profile duly filled in, as per tender document.
- 7.7 Power of Attorney for signing the Application. If applicable, the Power of Attorney for Lead Member of JV;
- 7.8 Article of association and memorandum in case of private/public limited company.
- 7.9 Copy of E.P.F. registration.
- 7.10 Copy of ESI Certificate.
- 7.11 Copy of GST registration no.
- 7.12 Certificate for non near relative in DFCCIL.
- 7.13 Scanned copy of receipt duly indicating UTR number is to be uploaded.

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

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

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.

*R. V. R.*

3. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (DFCCIL should not be responsible for any problem arising out of internet connectivity issues).

**Method for submission of bid documents**

In this TENDER the bidder has to participate in e-bidding online. Bid Documents submitted physically offline shall not be considered/entertained.

**Note: The Bidder has to upload the Scanned copy of all the above documents during Online Bid submission.**

**9. System of Quoting Rates**

As per the instructions given on IREPS portal website i.e. [www.ireps.gov.in](http://www.ireps.gov.in)

**10. Modification / Withdrawal of bids:**

- (i) The Bidder may modify/ withdraw its e- bid after submission prior to the Bid Due Date & time. No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date & time.
  - (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
  - (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
  - (iv) For withdrawal of bid, applicant has to follow the instructions given on IREPS portal website i.e., [www.ireps.gov.in](http://www.ireps.gov.in)
- 11. DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases, the addendum(s)/corrigendum(s) shall be placed on <https://ireps.gov.in>. The tenderer who has downloaded the tender documents from the website before issue of addendum(s)/ corrigendum(s) must visit the website and ensure that such addendum(s) / corrigendum (s) (if any) is also downloaded by them. Such addendum(s) / corrigendum (s) (if any) shall also be submitted duly stamped and signed along with the submission of tenders. Any tender submitted without addendum(s) / corrigendum(s) (if any) shall be summarily rejected.**

**12. Other instructions**

- (1) For further instructions, the vendor should visit the web portal <https://www.ireps.gov.in> and login to it and upload documents of bid.
- (2) DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.

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



डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.

भारत सरकार (रेल मंत्रालय) का उपक्रम

**Dedicated Freight Corridor Corporation of India Ltd.**

A Govt. of India (Ministry of Railways) Enterprise

**SECTION-I**

**PART-I**

**NOTICE INVITING E-TENDER (NIT)**

Dear Sir,

Name of Work: **Supply, Installation, Testing & Commissioning of 8 Channel Voice Data Logger / Monitor for Control Circuit as per technical specification no - RDSO/SPN/TC/38-2002 Version 2.0 or latest at WDFC OCC/Ahmedabad, DFCCIL**

Office of the Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, OCC Building, 'D' Cabin Road, Sabarmati, Ahmedabad – 380019, Gujarat, invites in prescribed forms from firms/Companies/Joint Ventures (If Applicable) having requisite experience and financial capacity for execution of the following work:

1	E-Tender No.	DFC-ADI-SNT-02-2024-25
2	Name of Work	Name of Work: <b>Supply, Installation, Testing &amp; Commissioning of 8 Channel Voice Data Logger / Monitor for Control Circuit as per technical specification no - RDSO/SPN/TC/38-2002 Version 2.0 or latest at WDFC OCC/Ahmedabad, DFCCIL</b>
3	Estimated Cost of Work	<b>Rs. 29,43,600/- (Twenty Nine Lakhs Fourty-Three Thousand Six Hundred Only) inclusive of GST.</b>
4	Duration of Contract	<b>02 (Two) months</b>
5	Type of Tender	Open E-Tender Single Packet
6	Cost of Tender Document (Non-Refundable)	<b>Rs. 3000/- plus GST @ 18%= Rs. 3,540/-</b> to be paid online through payment gateway provided at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> payable in favour of "Dedicated Freight Corridor Corporation of India Ltd, Ahmedabad".
7	Earnest Money Deposit (EMD) (Tender Security)	<b>Rs. 58,900/- (Rs. Fifty Eight Thousand Nine Hundred only)</b> to be deposited online through payment gateway provided at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> .
8	Uploading of NIT and Tender Document	<b>01.10.2024</b> on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
9	Bid Start Date	<b>11.10.2024</b> on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
10	Last Date & Time of Submission of Tender (Online)	<b>25.10.2024 up to 15:00 hrs.</b> on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
11	Date and time of Online opening of bid	<b>25.10.2024 at 15:30 hrs.</b> on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>



12	Validity of offer	60 days from the date of opening of tender.
13	Address of Communication	<b>Chief General Manager's office, Dedicated Freight Corridor Corporation of India Ltd. OCC Building, 'D' cabin road, Sabarmati, Ahmedabad-380019.</b> Tel: 079-22175107, Website: <a href="http://www.dfccil.com">www.dfccil.com</a>
14	Help Desk for E-Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature, contact at Help desk of <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> and phone No.-011-23761525
15	Availability of Tender Documents	The Tender documents can be downloaded from <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> Tenderer who wishes to view free Notification and Tender Documents can visit <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> . DFCCIL may issue Addendum (s)/Corrigendum (s) to the Tender document, if any, which shall be issued at least seven days in advance of date of opening of tender and placed on the website <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> only.

**Note:**

- Tender documents should be downloaded from the website address <https://www.ireps.gov.in>. Payment of EMD & Tender Document fee, in respect of e-tendering, should be accepted through net banking or payment gateway only, before the schedule date and time of submission of the tender otherwise the Bid will not be considered/shall be summarily rejected.  
**Note: Manual payments through Demand draft, Banker's cheque, Deposit receipts, FDR etc. are not allowed. However, the bid security in the form of Bank Guarantee bond from a Nationalized or Scheduled Commercial bank of India may be submitted.** The Bank Guarantee bond shall be as per [Annexure-V](#) and shall be valid for a period of 90 days beyond the bid validity period. Please refer clause no. 8.0 of Tender Form (Second sheet) and all of its sub-clauses of this tender document for detail.
- No request for extension of the Tender Due Date shall be considered.
- The Offer shall be valid for 60 days from the date of opening of the tender and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity lest liable for forfeiture of Earnest Money Deposit.
- Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website [www.ireps.gov.in](http://www.ireps.gov.in) Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.
- No tender document will be available offline. Downloading tender documents online and submission of tender online is mandatory for this tender.
- Any further addendum/Corrigendum for this tender will be posted in DFCCIL tendering portal website <https://www.ireps.gov.in> only. Interested bidders are advised to check website regularly for any Addendum/ Corrigendum.

Dy. Chief Project Manager/S&T  
DFCCIL, Ahmedabad

*Rishu*

**PART-II**  
**Instructions to Bidders (ITB)**

2.0 SUBMISSION OF E-TENDER: -

2.1 Tender Document Obtaining Process

2.1.1 It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ('CA') to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)), in the name of the person who will submit the Online tender and is authorized to do so.

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

2.1.3 [www.ireps.gov.in](http://www.ireps.gov.in) is the only website for submission of tender. 'Vender Manual' containing the detailed guidelines for E-Tendering is available on [www.ireps.gov.in](http://www.ireps.gov.in).

2.1.4 A master copy of the document downloaded from the website mentioned above shall be kept in the office of the tender inviting authority. In case of any discrepancy between the tender document downloaded from the website and the master copy, the latter shall prevail and shall be binding on the tenderer. The offer received shall be deemed to have been submitted on the document as uploaded and appearing in the website mentioned above whose master copy is kept in the office of the tender inviting authority and the agreement shall also be prepared on the basis of master document kept in the office of tender inviting authority.

2.2 The tenderers downloading the documents from internet must keep themselves updated through the website from which the tender document is downloaded regarding corrigenda, if any, to the notice inviting tender or the tender document, which shall be uploaded in the same website. The offers received without such corrigenda published through website shall be liable to be rejected.

2.3 The cost of tender document (tender fee) as mentioned in the notice inviting tender on website [www.ireps.gov.in](http://www.ireps.gov.in), should be accepted through net banking on payment gateway. The cost of tender document shall not be clubbed with the earnest money deposit. The tenders unaccompanied with the requisite cost of tender documents in appropriate form shall not be considered or as per instruction given on website [www.ireps.gov.in](http://www.ireps.gov.in).

2.4 The tenders shall be filled up after careful study of the documents and the site and any clarification required may be obtained from the tender inviting authority.

- 2.4.1 The detailed instructions of e-tendering can be read through website [www.ireps.gov.in](http://www.ireps.gov.in).
- 2.4.2 The Addendum/Corrigendum, if any; shall be hosted on the website [www.ireps.gov.in](http://www.ireps.gov.in).
- 2.4.3 The tender will be accepted only in e-tendering mode and no other mode of submission shall be accepted.
- 2.4.4 The supporting documents for all Eligibility Criteria, JV (If applicable) etc. are essentially required to be uploaded on the website [www.ireps.gov.in](http://www.ireps.gov.in).
- 2.4.5 Tenderers are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.

## Section-II

### Preamble & General Instructions to Tenderers

#### (i) General

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a public sector under taking has been set up under the Indian Companies Act, 1956 for implementation of Dedicated Freight Corridor Project. Government of India is the sole shareholder of the DFCCIL.

Ministry of Railways (MOR), Government of India has planned to construct Dedicated Freight Corridor (DFC) covering about 3338 route Kilometres on Eastern and Western Corridors. The coverage of Eastern Corridor is from Ludhiana to Dankuni and Western Corridor is planned from Jawaharlal Nehru Port, Mumbai to Rewari /Tughlakabad /Dadri near Delhi. There will be a linkage between two corridors at Dadri.

#### (ii) Dedicated Freight Corridor

Eastern DFC Route will be approximately 1839 Km long from Dankuni to Ludhiana via Dankuni – Asansole – Dhanbad – Gaya – Sonnagar - Mughalsarai - Allahabad - Kanpur - Tundla - Aligarh - Khurja - Bulandshahr – Meerut – Saharanpur – Ambala - Ludhiana. Western DFC Route will be approximately 1520 Km long from Dadri to JNPT via Rewari – Iqbalgarh - Vadodara- JNPT. Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards/cities are congested. Level Crossings (LC's) are generally unsafe locations and also a congestion points for road/rail"s users. These LC's are operational bottlenecks for Railways /DFCCIL in terms of loss in punctuality and reduction in line capacity.

#### (iii) Scope of Work

On behalf of MD DFCCIL, Office of the Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, OCC Building, 'D' Cabin Road, Sabarmati, Ahmedabad-380019, Gujarat, herein after referred to as 'DFCCIL' is inviting e-tenders from Firms/ Companies/Joint Ventures having requisite experience and financial capacity for execution of the following work:

**“Supply, Installation, Testing & Commissioning of 8 Channel Voice Data Logger / Monitor for Control Circuit as per technical specification no - RDSO/SPN/TC/38-2002 Version 2.0 or latest at WDFC OCC/Ahmedabad, DFCCIL”.**

- (a) Scope of work is as per the requirements. However, DFCCIL reserves right to addition/alteration at their own discretion without assigning any reason and contractor is bound to carry out the work.

#### (iv) Cost of the work: The estimated cost of the work is shown as per NIT which includes GST Rs. 29,43,600/- (Including GST)

- (v) The tenderer shall be governed by General Conditions of Contract (GCC), Preamble and General Instructions to Tenderers (ITT) and Special Conditions

of Contract (SCC). Wherever, there is a conflict in any condition between GCC and Special Conditions of Contract mentioned in the tender documents, the condition mentioned in Special Conditions of Contract will prevail. However, decision of DFCCIL in this connection shall be final and binding to contract.

Part I, Section-IV and Section-V of the tender document contains General Conditions of Contract and Special Conditions of Contract specific to this work and shall be applicable in the contract.

**(vi) Location**

Works shall be executed in the jurisdiction of Chief General Manager/ DFCCIL/ Ahmedabad Unit. However, DFCCIL reserves right to change the site of work anywhere in adjacent / adjoining area of the work defined in Para 1.3.1 (iii) above in the jurisdiction and the contractor shall be bound to execute the work without any extra cost.

**1.3.1 (a) Tender Bid**

The Tender Bid shall be submitted through online only on website [www.ireps.gov.in](http://www.ireps.gov.in) as under:-

**(b) Form of Tender**

The Tender documents shall be in single packet system.

**Section-III****TENDER FORM (First Sheet)**

Tender No. DFC-ADI-SNT-02-2024-25

**Name of Work: Supply, Installation, Testing & Commissioning of 8 Channel Voice Logger / Monitor for Control Circuits as per technical specification no - RDSO/SPN/TC/38-2002 Version 2.0 or latest at WDFC OCC/Ahmedabad, DFCCIL**

To,

**Dy. Chief Project Manager/S&T,  
DFCCIL, Ahmedabad.**

1. I/We..... have read the various conditions of tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **60 days** from the date fixed for closing of the tender and if I/We default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for DFCCIL, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **02 months** from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railway Standard General Conditions of Contract, with all the correction slips up-to date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by the DFCCIL Administration in the annexed Special conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to date for the present contract.
3. A Bid Security of **Rs. 58,900/-** has already been deposited online/submitted as Bank Guarantee Bond. Full value of Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
  - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
  - (b) I/We do not execute the contract agreement within seven days after receipt of notice issued by the DFCCIL that such documents are ready; and
  - (c) I/We do not commence the work within 15 days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by.....Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid upto ..... (Copy enclosed) and hence exempted from submission of Bid Security.

- 5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.
- 6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Witnesses:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_  
Signature of Tenderer(s)

Date \_\_\_\_\_

Address of the Tenderer(s)  
\_\_\_\_\_

**TENDER FORM (Second Sheet)**

- 1.0 **Instructions to tenderers and conditions of tender:** The following documents form part of Tender.
- Tender Forms – First sheet and second sheet
  - Special conditions/Specifications(enclosed)
  - Bill(s) of quantities (enclosed)
  - Standard General Conditions of Contract-2022 of Indian Railways and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips are to be followed, copies of which can be seen in the office of CGM/DFCCIL, Ahmedabad.
  - Standard Schedule of Rates (SSOR) as amended/corrected upto latest correction slips, copies of which can be seen in the office of DFCCIL, Ahmedabad.
  - All general and detailed drawings pertaining to this work which will be issued by the Engineer/DFCCIL or his representatives (from time to time) with all changes and modifications.
- 2.0 **Drawings for the work:** The drawings for the work can be seen in the office of the Dy. Chief Project Manager/S&T/DFCCIL, Ahmedabad at any time during the office hours. The drawings are only for the guidance of Tenderer (s). Detailed working drawings (if required) based generally on the drawings mentioned above, will be given by the Dy. CPM/S&T or his representative from time to time.
- 3.0 The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates of Tender and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the DFCCIL. The DFCCIL does not guarantee work under each item of the Schedule. The tenderer(s) shall quote rates / rebates only at specified place in online financial Bid. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
- 4.0 Tenders containing erasures and/ or alterations of the tender documents are liable to be rejected. Any corrections made by the Tenderer (s) in his / their entries must be attested by him/them.
- 5.0 The works are required to be completed within a period as specified in NIT on progressive basis from the date of issue of acceptance letter.
- 6.0 Sale and Submission of Tender Document**
- 6.1 The tender documents for this work can be downloaded from website [www.ireps.gov.in](http://www.ireps.gov.in), [www.dfccil.com](http://www.dfccil.com), and Central Procurement Portal, [eprocure.gov.in](http://eprocure.gov.in). and offer of the same shall be uploaded in the website [www.ireps.gov.in](http://www.ireps.gov.in). Amendment(s) (if any) will be uploaded on above mentioned



websites. For submitting the tender, the Tender documents and amendment(s) can be downloaded from the [www.ireps.gov.in](http://www.ireps.gov.in) by the registered tenderers only.

## 6.2 Clause applicable for tender documents downloaded from Internet

Tenderer/s is free to download tender documents at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. Master copy of the tender document will be available in the Office of the Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, OCC Building, 'D' Cabin Road, Sabarmati, Ahmedabad-380019, Gujarat. After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the Office of the Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, OCC Building, 'D' Cabin Road, Sabarmati, Ahmedabad-380019, Gujarat India and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

## 6.3 Cost of Tender documents downloaded from internet:

For submission of the tender, the Tender documents and Amendment(s), if any, is/are available on [www.ireps.gov.in](http://www.ireps.gov.in) and the same can be downloaded and used as tender documents for submitting the offer. The cost of the tender document is mentioned in NIT. The cost of the tender document shall be deposited through e-payment mode at [www.ireps.gov.in](http://www.ireps.gov.in) only. In case, the cost of the tender document as detailed above is not deposited, tender will be summarily rejected.

6.4 Complete tender documents must be submitted online duly completed in all respect upto the scheduled date and time mentioned in the Notice Inviting E-Tender.

6.5 Tender Document to be downloaded from website [www.ireps.gov.in](http://www.ireps.gov.in) and Each page of the tender papers is to be digitally signed by the tenderers or such person/s on his/their behalf that is/are legally authorized to sign on the same website and not to be submitted in hard copy at all. The offer (after filling the rates) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted.

## 6.6 Care in Submission of Tenders:

- (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the quoted rates by tenderer in tender forms are adequate and all- inclusive in item of Taxes, Duties & Levies etc. in terms of General/Special Conditions of Contract for the completion of works to the entire satisfaction of the Employer.



- (ii) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective states State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenders will ensure that full benefit of Input Tax (ITC) likely to be availed by them is duly considered while quoting rates.
- (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (iv) All communication between the Employer and the tenderer shall be in writing. For the purposes of seeking clarification, the Employer's address is: **Office of the Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, OCC Building, 'D' Cabin Road, Sabarmati, Ahmedabad - 380019, Gujarat.**
- (v) Tenderers are required to give Un-Conditional offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, cancel, reject and re-float tender without assigning any reasons whatsoever.
- (vi) 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.
- (vii) Withdrawal of Tender: No tender can be withdrawn after scheduled date and time of submission and during tender validity period.

### 6.7 Opening of Tender:

- (a) Tender will be opened at the scheduled date and time mentioned in the Notice Inviting E-Tender as per IREPS.
- (b) After the opening of tender documents of all the tenderers, these bids shall be scrutinized and analysed. If found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be short listed.
- (c) The earnest money of non-qualifying tenderers will be returned back within a reasonable period.

### 6.8 Documents to be Submitted Along with Tender:

- 6.8.1 The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided

Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

**6.8.2 Following documents shall be submitted by the tenderer:**

**(a) Sole Proprietorship Firm:**

All documents in terms of Para 15.0 of the Tender Form (Second Sheet).

**(b) HUF:**

(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

(ii) All other documents in terms of Para 15.0 of the Tender Form (Second Sheet).

**(c) Partnership Firm:**

(iii) All documents as mentioned in Para 29.0 of the Tender Form (Second Sheet).

**(d) Joint Venture (JV):**

(iv) All documents as mentioned in Para 28.0 of the Tender Form (Second Sheet).

**(e) Company registered under Companies Act 2013:**

(i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company.

(ii) A copy of Certificate of Incorporation

(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

(iv) All other documents in terms Para 15.0 of the Tender Form (Second Sheet).

**(f) LLP (Limited Liability Partnership):**

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

(iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in

regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

- (v) All other documents in terms of Para 15.0 of the Tender Form (Second Sheet).

**(g) Registered Society & Registered Trust:**

- (i) A copy of Certificate of Registration  
(ii) A copy of Memorandum of Association of Society/Trust Deed  
(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.  
(iv) A copy of Rules & Regulations of the Society  
(v) All other documents in terms of Para 15.0 of the Tender Form (Second Sheet).

6.8.3 If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

6.8.4 After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

6.8.5 A tender from JV shall be considered only where permissible as per the tender conditions.

6.8.6 The DFCCIL will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. DFCCIL may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

6.9 The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of

work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

#### 7.0 Validity of Tender:

Tenderer shall keep his offer open as mentioned in the Tender Notice.

#### 8.0 Bid Security:

- (1) (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender.

Note:

- (i) The Bid Security shall be rounded off to the nearest Rs. 100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 4.13 of General Conditions of Contract, Section-IV.
- (d) The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-V and shall be valid for a period of 90 days beyond the bid validity period.
- (3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids.
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the \*\*\*\*\* Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the DFCCIL assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

#### 9.0 Right of DFCCIL to Deal with Tenders:

The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by DFCCIL administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

#### 10.0 Clarification of Bids:

To assist in the examination, evaluation & comparison and prequalification of the Tender, the DFCCIL may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the DFCCIL shall not be entertained or considered. The DFCCIL request for clarification and the response of the bidder in this regard shall be in writing.

However, if a Bidder does not provide clarification of its bid by the date and time communicated in the DFCCIL request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

**11.0 Execution of Contract Agreement:**

The Tenderer whose tender is accepted shall be required to appear in person at the Office of the Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, OCC Building, 'D' Cabin Road, Sabarmati, Ahmedabad-380019, Gujarat, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from DFCCIL that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by DFCCIL only after submission of valid Performance Guarantee by the Contractor. In such cases the DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the DFCCIL shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

**12.0 Security Deposit on Acceptance of Tender:**

The security deposit / rate of recovery / mode of recovery on acceptance of tender shall be as per the Clause 4.13 of General Conditions of Contract, Section-IV.

**13.0 Tenderer's Address:**

The tenderer should state in the tender his postal address legibly and clearly. Any communication sent in time, to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time. Important documents should be sent by registered post.

**14.0 Rights of DFCCIL to Deal with Tenders:**

- a. The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the DFCCIL undertake to assign reasons for declining to consider or reject any particular tender or tenders.
- b. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.
- c. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the DFCCIL shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the DFCCIL shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

**15.0 Eligibility Criteria:**

**SPL Condition (Applicable for this Tender): Tenderer should be OEM or authorized agency of the OEM, for which the authorization/MOU from OEM to be submitted along with the offer/ uploaded with the offer which may be verified during further process.**

**15.1 Technical Eligibility Criteria: (Not Applicable for this tender)**

- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
  - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
  - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.
- (b) 1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
  - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
  - (v) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

Note for (b) (1): Separate completed works of minimum required values shall also be considered for fulfilment of technical eligibility criteria for different components.

(b) (2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contract, IR GCC 2022 through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, IR GCC 2022 or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief General Manager/General Manager in writing.





However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfil technical eligibility criteria as follows:

The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.

Note: for subletting of work costing up to Rs. 50 lakh, no previous work experience of subcontractor shall be asked for by the DFCCIL/Railway.

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as clause 7 of the Standard General Conditions of Contract, IR GCC 2022, with prior approval of GM/Dy.CPM/DFCCIL in writing.

**Note for Item 15.1:**

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered atleast 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

**15.2 Financial Eligibility Criteria: (ACS-1 dt. 14.07.2022) (Not Applicable for this Tender)**

The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less; where

V= Advertised value of the tender in crores of Rupees

N= Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderers shall submit requisite information as per Annexure-IX, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

- (i) 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.
- (ii) In reference to para 15.1 of the Tender Form (Second Sheet), the Tenderer (s) will produce/attach the certificate of Work completion with the Tender Document as per Para 15.1 and such certificate should clearly brought out following details: -
  - i) The name of Work/Description of work.
  - ii) Contract Agreement no/ Letter of acceptance/Purchase order no. with date.
  - iii) Name of executing agencies with address.
  - iv) Date of original Completion of Work as per Acceptance Letter.
  - v) Date of Actual completion of Work.
  - vi) The original Amount of Work as per Agreement (in Rupees).
  - vii) The Final Amount of Work at the time of Completion of Work (in Rupees).
  - viii) Status of work (Whether the Work is completed or not).
  - ix) Performance of work – Satisfactory or Not satisfactory.
  - x) Remarks if any.
- ~~(iii) 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.~~
- (iv) All documents submitted (online) with the tender should be duly attested.
- (v) Certificates from Private individuals for whom such works are executed/being executed will not be accepted.
- (vi) Each tenderer has to satisfy the eligibility criteria for technical capability, competence as well as for financial capacity and organizational resources as specified in the tender documents to qualify for consideration of bid submitted by tenderer(s).
- (vii) There should not be any unsatisfactory performance report of the Contractor from any source.
- (viii) Tenderer(s) may please note that their offers will be evaluated as per the credentials/ documents attached by the tenderer(s) along with the tender.

### 15.3 Bid Capacity:

The tender/technical bid will be evaluated based on bid capacity formula (**Not applicable for this Tender**)

- 15.4 No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.**
- 15.5** Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

[Explanation for para 15.0 of the Tender Form (Second Sheet) including para 15.0 (15.1 to 15.5 - Eligibility Criteria):

1. Substantially Completed Work means on ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC) if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The Credential Certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost if work, In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item

15.1 Para 15.0 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfilment of credentials.

6. In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2 \times$  Value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is

without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.

13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.]

### 16.0 Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender.

Tenderer(s) shall submit following along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
  - (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
  - (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
  - (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-III. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (iii) The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the DFCCIL there under.
- (iv)
- (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.
  - (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the DFCCIL shall be forfeited. In addition, other dues of the contractor, if any,

under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

#### 17.0 System of Verification of Tenderer's Credential:

1. For the works tenders, it has been decided to adopt the certificate based (Form self- attested is required. Signature, Stamp on Each Page). The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of certificates submitted by the tenderer shall be self- attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self – attestation shall include signature, stamp and date (on each page).
2. The tenderers shall submit a certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-III. Non submission of a certificate (Annexure-III) by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the Tenderer to identify state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
3. The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the DFCCIL.

#### 18.0 Period of Completion:

The entire work is required to be completed in all respects within 02 months (Two months) from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.

- 19.0 If the Tenderer/s deliberately gives any wrong information about credentials / documents in his/their tenders and thereby create(s) circumstances for acceptance of his/their tender, DFCCIL reserves the right to reject such tender at any stage, besides, shall suspend business with such tenderer. The EMD of such tenderers shall also be forfeited.

#### 20.0 Quantum of work and materials:

The indicative schedule of quantities of various items of works shall be available at [www.ireps.gov.in](http://www.ireps.gov.in).

**21.0 Employer not bound to accept any tender:**

The employer shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The employer reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender papers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

**22.0 Schedule of Prices:**

The Summary of prices and schedule of prices shall be available at [www.ireps.gov.in](http://www.ireps.gov.in).

**23.0 Performance Guarantee: Refer relevant clause 4.12 of General Conditions of Contract, Section-IV.**

**24.0 Negotiation:**

Should DFCCIL decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations?

"I..... Do declare that in the event of failure of contemplated negotiations relating to Tender No..... dated .....my original tender shall remain open for acceptance on its original terms and conditions,".

**25.0 Site Inspection:**

Tenderers are requested to inspect the site and carry out careful examination to satisfy them as to the nature of work involved and facilities available at the site. They should note carefully all the existing structures and those under construction through other agencies. They should also study the suitability of utilizing the different equipment and the machinery that they intend to use for the execution of the work. The tenderers should also select suitable sites for the purpose of locating their store yard, laboratory, staff quarters etc.

**26.0 Provision for medium & small enterprises (MSE):**

As mandated by Railway Board Letter No. 2010/RS (G)/363/1 dated 05.07.2012 (RBS No. 4/2012), in compliance to public procurement policy, following provisions are included for Medium & Small Enterprises (MSE) in the tender document.

1. Tender sets shall be provided free of cost to MSEs registered with the listed agencies for the item tendered.
2. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money.
3. (I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:
  - (i) District industries Centres
  - (ii) Khadi and Village Industries Commission
  - (iii) Khadi and Village Industries Board
  - (iv) Board

*Rishu*

(v) National Small Industries Corporation

(vi) Directorate of Handicraft and Handloom

(vii) Any other body specified by Ministry of MSME.

(II) The MSEs must also indicate the terminal validity date of their registration.

Falling (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

4. Definition of MSEs owned by SC/ST is as give below:
  - (i) In case of proprietary MSE, proprietors (s) shall be SC/ST.
  - (ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% Shares in the unit.
  - (iii) In case of Private Limited Companies at least 51% share shall be held by SC/ST Promoters.
5. All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.
6. The above facilities shall not be applicable for the items for which they are not registered.
7. The tenderer (s) shall submit copy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part-II)” of the concerned district centre where the unit is established.
8. Registration of Udyog Aadhar Memorandum (UAM): All Micro, Small and
9. Medium Enterprises (MSMEs) bidders are required to declare UAM Number on CPPP /www. ireps.gov.in failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for tenders invited electronically through CPPP /www. ireps.gov.in

## 27.0 Employment/Partnership etc. of Retired Railway Employees:

(a) Should a tenderer

- i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the MD/DFCCIL for the time being, OR
- ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
- (iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors, AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender. THEN



the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the MD/DFCCIL or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- (b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the MD/DFCCIL for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the MD/DFCCIL or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- (c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note:- If information as required above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract, of IR GCC 2022.

**28.0 JOINT VENTURE (JV) IN WORKS TENDERS. (Not applicable for this tender.)**

**29.0 Participation of Partnership Firms in works tenders:**

- (i) The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- (ii) The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

- (iii) Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission

should be taken from DFCCIL/Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the DFCCIL/Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform DFCCIL/Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract, IR GCC 2022.

- (iv) A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- (v) The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- (vi) On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- (vii) On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- (viii) In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
  - (a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the DFCCIL/Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the DFCCIL / Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

- (b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the

conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of DFCCIL/Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract, IR GCC 2022.

- (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the DFCCIL/Railway.
- (ix) The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:
- A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
  - A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
  - An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract, IR GCC 2022.
  - All other documents in terms of Para Para 15.0 of Tender Form (Second Sheet) Section-III.

### 30.0 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in Para 15.0 of Tender Form (Second Sheet) Section-III.

**SECTION - IV:****GENERAL CONDITIONS OF CONTRACT**

IR GENERAL CONDITIONS OF CONTRACT 2022 along correction slips issued by Railway from time to time for works contracts will form an integral part of the Tender and contract, which is enclosed along with the tender documents.

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

**4.1 DEFINITIONS**

Unless excluded by or repugnant to the context:

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

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

## 4.2 GENERAL INFORMATION

- 4.2.1 The Tenderer(s) should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Tenderer(s) are encouraged to pay a visit to the project site before submitting the Proposal.

4.2.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Tenderer(s).

4.2.3 Tenderer(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations, if required. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Tenderer(s).

4.2.4 The Client requires that Tenderer(s) provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

4.2.5 A Tenderer(s) (including its Personnel and Sub-Tenderer(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Tenderer(s) to be executed for the same or for another Client.

4.2.6 It is the DFCCIL's policy that the Tenderer(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCCIL:

a) Defines, for the purpose of this paragraph, the terms set forth below as follows:

- 1) "**Corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
- 2) "**Fraudulent practice**" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract.
- 3) "**Collusive practices**" means a scheme or arrangement between two or more Tenderer(s) with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels.
- 4) "**Coercive practices**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.

b) will reject a proposal for award if it determines that the Tenderer(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

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

### 4.3 COMMUNICATION AND LANGUAGE OF CONTRACT

4.3.1 Communication to be in writing: - Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed

have been given or made when delivered in writing in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party.

#### **4.4 INTERPRETATION**

In the contract, except where the context requires otherwise:

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

#### **4.5 LANGUAGE OF CONTRACT**

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

#### **4.6 ENTIRE AGREEMENT**

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

#### **4.7 MODIFICATIONS**

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

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

- 4.8.1 Before submitting a tender, the Tenderer(s) will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions of the General/ Special Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

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

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

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

- 4.10.1 Should a Tenderer(s) find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written

instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer(s) shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

#### 4.11 PARTNERSHIP DEED

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

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

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21(twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21(twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(twenty one), i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated Railway/DFCCIL shall be entitled to forfeit Bid Security and other dues, payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original 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) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
  - (vi) Deposit in the Post Office Saving Bank;
  - (vii) Deposit in the National Savings Certificates;
  - (viii) Twelve years National Defence Certificates;
  - (ix) Ten years Defence Deposits;
  - (x) National Defence Bonds and
  - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of DFCCIL (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India/DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- i) Failure by the contractor to extend the validity of the Performance Guarantee described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - ii) Failure by the contractor to pay President of India/DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
  - iii) The contract being determined or rescinded under Clause 62 of the GCC April 2022.

#### 4.13 SECURITY DEPOSIT:

4.13.1 The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the

Railways/DFCCIL as part of security for the due and faithful fulfilment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either Towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway/DFCCIL shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway/DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 4.17.2 and 4.17.3 of the General Conditions of contract.

**Note:** Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

**4.13.2 (i) Refund of Security Deposit:** Security Deposit mentioned in sub clause 4.13.1 above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51.(1) of GCC of April 2022 and
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway/DFCCIL has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1) of GCC of April 2022, in case applicable.

**(ii) Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of GCC of April 2022, the Security Deposit already with railways/DFCCIL under the contract shall be forfeited. However, in case

the contract is rescinded in part or parts under clause 62 (1) of GCC of April 2022, the Security Deposit shall not be forfeited.

4.13.3 No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 4.12 (b) of GCC will be payable with interest accrued thereon.

4.13.5 This contract will be governed by relevant clauses of the IR General Conditions of Contract 2022 issued and updated by DFCCIL from time to time to the extent applicable for this work and not covered in present special terms and condition.

#### 4.14 AGREEMENT:

4.14.1 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the Contractor.

#### 4.15 REGISTERED OFFICE ADDRESS:

4.15.1 The tenderer should have a registered office anywhere in India.

The documentary proof of registered office should be submitted as part of the tender document. This is the mandatory document for consideration of tenders.

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

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

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

#### 4.16 OBLIGATION OF DFCCIL

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

**4.17 FORCE MAJEURE**

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

4.17.2 **Extension of Time in Contracts** (ACS no. 01 dt. 14.07.2022): Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to Railway/DFCCIL or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's/DFCCIL employees or by other Contractor employed by the Railway/DFCCIL under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway/DFCCIL for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- (iii) **Extension for Delay due to Railways/DFCCIL:** In the event of any failure or delay by the Railway/DFCCIL to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway/DFCCIL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway/DFCCIL may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 4.17.2(i) or/and 4.17.2(ii) or/ and 4.17.2(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

**4.17.3 Extension of Time with Liquidated Damages (LD) for delay due to Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 4.17.1 and 4.17.2, the Railway/DFCCIL may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time as the Engineer may decide. On such extension the Railway/DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of liquidated Damages as decided by Engineer, between 0.005% to 0.30% of contract value of the works for each week or part of the work.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract. Provided further, that if the Railway/DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway/DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of IR GCC 2022, whether or not actual damage is caused by such default.

**NOTE:**

In a contract, where extension(s) of time have been allowed once under clause 4.17.3, further request(s) for extension of time under clause 4.17.2 can also be considered under exceptional circumstances. Such extension(s) of time under

clause 4.17.2 shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time ranted previously under clause 4.17.3 shall not be waived.

#### 4.18 INDEMNITY

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

#### 4.19 OTHER TERMS AND TERMINATION

4.19.1 Contract shall be deemed to have commenced within 15 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance or as communicated by the Employer and shall be in force for an initial period of twelve months, extendable for six months or as per requirement at a time with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.

4.19.2 Notwithstanding anything contained herein DFCCIL may, without any cause, terminate this contract by giving 15 days written notice to the contractor.

4.19.3 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.

4.19.4 In performing the terms and conditions of the contract, the Tenderer(s) shall always act as an Independent Tenderer(s). The contract does not in any way create a relationship of principal and agent between DFCCIL and the Tenderer(s). The Tenderer(s) shall not act or attempt or represent itself as an agent of DFCCIL. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal-to-Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Tenderer(s) shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of DFCCIL.

#### 4.20 LAWS AND REGULATIONS:

4.20.1 Governing Law: This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable laws and by-laws of India.

4.20.2 Resolving the disputes: In case of disputes, between a Contractor and the field officers, regarding this tender, decision of DFCCIL, shall be the final and binding.

**4.21 INCOME TAX**

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

**4.22 GST**

4.22.1 GST as admissible shall be paid as applicable on submission of proof of depositing the same by the contractor to concerned Govt. authority. Any modification in tax provision in future by Govt. will be binding on contractor & DFCCIL.

**4.23 PERMITS, FEES, TAXES & ROYALTIES**

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

**4.24 STATUTORY INCREASE IN DUTIES, TAXES ETC**

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

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

4.25.1 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 Abandons the contract; or



- f) Persistently disregards instructions of the DFCCIL official or contravenes any provisions of the contract; or
- g) Fails to take steps to employ competent and / or additional staff and labour, or promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the DFCCIL, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the DFCCIL; or
- h) Suppresses or gives wrong information while submitting the tender.

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

#### 4.26 DETERMINATION OF CONTRACT ON DFCCIL/ENGINEER'S ACCOUNT

4.26.1 The DFCCIL shall be entitled to determinate the contract, at any time, should, in the DFCCIL opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the DFCCIL of such termination and reasons therefore, shall be conclusive evidence thereof. In case of determination of contract on DFCCIL account as described above, the claims of the Firm/Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents / vouchers etc., to the satisfaction of DFCCIL. The decision of the DFCCIL on the necessity and propriety of such expenditure shall be final and conclusive. However, the Firm/Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

#### 4.27 LABOUR RULES

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

#### 4.28 COMPLIANCE OF VARIOUS ACTS:

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



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

4.29.1 The employment of any person less than Eighteen years (18 years) of age shall be prohibited from Railway's works. The contractor shall be responsible for not confirming to the provisions of the act & DFCCIL shall stand indemnified from and against any claims/penalty under the aforesaid act.

**4.30 SETTLEMENT OF DISPUTES**

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

**4.30.2 Mutual Settlement**

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

**4.31 CONCILIATION/ARBITRATION**

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

4.31.2 If the Tenderer(s) is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Tenderer(s) may refer to the Employer in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

4.31.3 Employer may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case the Employer decides to appoint a Sole Conciliator/ Sole Arbitrator, then a panel of at least three names will be sent to the Tenderer(s). Such persons may be working / retired employees of the DFCCIL who had not been connected with the work. The Tenderer(s) shall suggest minimum two names out of this panel for appointment of Sole Conciliator /Sole Arbitrator. The Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Tenderer(s).

4.31.4 In case, the Tenderer(s) opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Tenderers may refer to the Chief General Manager/Ahmedabad as Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be

done by the Chief General Manager/Ahmedabad as Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

4.31.5 The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory Modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

4.31.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

4.31.7 The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.

4.31.8 The fees & other charges of Conciliator/Arbitrator shall be as per scales fixed by the Employer & shall be shared equally between the Employer & the Tenderer(s).

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

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

#### **4.33 SUBSTITUTE ARBITRATORS**

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

#### **4.34 INTEREST ON AWARDED AMOUNT**

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

#### **4.35 SETTLEMENT THROUGH COURT**

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

#### **4.36 EXCEPTION**

4.36.1 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.

#### **4.37 JURISDICTION OF COURTS**

4.37.1 Jurisdiction of courts for dispute resolution shall be Ahmedabad only.

#### **4.38 MSME**

4.38.1 Public Procurement Policy for Micro and Small Enterprises (MSEs) is being followed. Participating MSE shall enclose with their offers the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below.

- (i) District industries Centres.
- (ii) Khadi and Village Industries Commission.
- (iii) Khadi and Village Industries Board
- (iv) Coir Board
- (v) National Small Industries Corporation
- (vi) Directorate of Handicraft and Handloom
- (vii) Any other body specified by Ministry of MSME.

The MSEs must also indicate the terminal validity date of their registration. MSEs owned by Scheduled Caster or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of the same may be enclosed.

**SECTION – V****SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**

**Name of Work: Supply, Installation, Testing & Commissioning of 8 Channel Voice Logger / Monitor for Control Circuits as per technical specification no - RDSO/SPN/TC/38-2002 Version 2.0 or latest at WDFC OCC/Ahmedabad, DFCCIL**

**5.1 INTRODUCTION: -**

5.1.1 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 is at New Delhi and Field Units in various cities.

**5.2 DETAILED SCOPE OF WORK**

5.2.1 The work of Supply, Installation, Testing & Commissioning of 8 Channel Voice Logger / Monitor for Control Circuits will be as per technical specification no - RDSO/SPN/TC/38-2002 Version 2.0 or latest at WDFC OCC/Ahmedabad, DFCCIL which includes supply, installation, testing, commissioning, demonstration and training of 8 channel voice recording of control communication between controllers of DFCCIL OCC/ADI and way side stations of DFCCIL.

5.3 **System Requirement:** The 8 channel Voice Data logger/Monitor for control circuits should comply with the technical specification RDSO/SPN/TC/38-2002 Version 2.0 or latest. The system requirement is given below:

5.3.1 The equipment shall have a capacity to record a minimum of 04 and maximum of 16 Nos. of conversations simultaneously of different control circuits, telephone lines, wireless channels for at least 170 hours per channel. The recording capacity per channel can be increased beyond 170 hours as per requirement of purchaser by increasing the capacity of hard disk or solid state storage at the additional cost. However, the minimum recording capacity required on the hard disk or solid state storage shall be 5 GB/channel for 170 hours.

5.3.2 Input to the system shall be taken from the trans & receive port of electrical circuits of the respective channel with a level of at least 20 dB below the electrical signal level transmitted into the control circuit network and with a compatible level of the receive signal of the channel/circuit as per design of the system.

**5.3.3 Telephone Interface:**

- (i) Telephone interface shall take input from analogue telephone lines with tip and ring connection in parallel.
- (ii) It shall have an input impedance of more than 20 K ohms at 1 KHz.
- (iii) Frequency response shall be  $\pm 1$ dB for a frequency range from 300 Hz to 3400 Hz.

**5.3.4 Hardware for different subsystems:**

- (i) Hardware shall consist of industrial grade components in order to meet the requirements of QM-333 B2 category. All the modules shall either be manufactured by the vendor or if from a third party, shall be of reputed brands like IBM, HP, DELL, Apple, Vaio, Samsung, Toshiba etc.
- (ii) The whole equipment shall be kept into one unit with 19-inch (width) rack mounted/fixed properly along with PC, Power Supply, UPS and Logger units (VDRPU).
- (iii) The system shall be rugged enough to withstand continuous working round the clock in a non-air-conditioned room with the temperature, humidity and dust extremes encountered in the area of operation.

**5.3.5 Voice recording inputs up to 16 channels:**

- (i) Monitoring facilities of any channel shall be provided either through VDRPU or PC without interrupting ongoing recording of any channel.
- (ii) The volume level shall be from -40 dBm to + 9 dBm (electrical) with a signal to noise ratio of 26 dB (electrical).

**5.3.6 Storage Equipment:**

- (i) The storage device shall preferably be a hard disk or solid state storage device of suitable capacity as per requirement, fitted into the PC and another hard disk or solid state storage device of the same capacity shall be fitted in the VDRPU as per requirement. It shall be possible to retrieve data from either hard disk or solid state storage device.
- (ii) Secondary backup storage shall be provided to take up data on DVD writer/ USB Drive/ Solid State Storage device or removable hard disk. The system shall be provided with DVD Writer. All other secondary backup storage devices as desired by the user shall be optional. The software shall have a facility to provide either manual or automatic backup. The backing up process shall not interfere with the normal functioning of the equipment. It shall also be possible to copy any selected record on DVD writer/USB Drive /Solid State Storage device or removable separate hard disk or flash memory or any other memory device attachment. The backup software shall be fully integrated with the system.

**5.3.7 Play back of all the individual Voice Recordings:**

- (i) There shall be provision of online monitoring of any channel through VDRPU. The playback shall be either from speaker or from earphone jack to listen to the desired conversation of any selected channel.

**5.3.8 Alarms of the System:**

There shall be alarms and indications for:

- (a) Voice card not responding
- (b) All the backup devices are full/faulty.
- (c) Any other abnormal conditions.

Alarms shall be displayed on the monitor as well as audio alarm on speaker of the PC.

**5.3.9 Data Security:**

- (i) It shall not be possible to delete any records. It shall also not be possible to format the hard disk or solid state storage device by conventional methods..
- (ii) When the capacity of the main storage media is exhausted or the specified recording hours are complete, whichever is more, there shall be automatic roll back i.e., the earliest records are overwritten with the latest records.

(iii) There shall be proper sealing of the equipment so that inadvertent handling/opening of the equipment is not possible.

**5.3.10 Software & Drivers;** The software supplied shall include the operating system, all the drivers, application software and software for the backup storage device and any other software required for functioning and maintenance of the system. All the software including any upgrades /updates shall be supplied with valid license.

**5.3.11 Voice Data Recording & Processing Unit (VDRPU):**

- (1) The system shall have facility for recording of continuous Voice Data on hard disk or any other solid state storage device from control & other logged input circuits, in addition to the recording and processing of same data into PC hard disk. VDRPU shall have independent online processing, recording and monitoring facility so that in case the PC crashes the recorded data can be retrieved from these units without interrupting ongoing recording.
- (2) VDRPU front panel shall have following arrangements:
  - (a) Visual Indication for ongoing recording of channel through red LED.
  - (b) Channel number shall be screen printed below the LED indication.
  - (c) Audio interface for online monitoring of any channel by inserting audio jack with headphone.
- (3) VDRPU hard disk or solid state storage data can be transferred to PC for playing but cannot take data from PC so that recorded voice of the channels in VDRPU hard disk or solid state storage can neither get corrupted by any virus in the PC nor get affected in case the PC crashes.
- (4) The voice recording in the unit can be called by any computer in the network through Ethernet port provided in VDRPU unit to facilitate management to monitor play of voice records in any other place without going to control room
- (5) VDRPU shall be designed in such a way that all the above functions can be achieved by its own software and hardware independent of PC operating system and application software. Wherever, RS-232 interface port is provided for software uploading/update, a compatible RS-232 to USB converter shall be supplied with the system.
- (6) There shall be provision of online monitoring of any channel through PC or VDRPU. The playback shall be from speaker as well as earphone jack to listen to the desired conversation of the channel.
- (7) **GPS synchronization of system clock:** The system should have a built-in GPS receiver system. The system shall continuously display time maintained by the local Real Time Clock (RTC). The RTC shall have accuracy of  $\pm 3.5$  PPM within operating temperature range of  $-10^{\circ}\text{C}$  to  $+55^{\circ}\text{C}$ . This RTC shall be synchronized at least once in 1 hour to the time received from the GPS receiver. In case no GPS data is available, the clock shall display the local RTC time.

**5.3.12 Warranty:** The equipment shall have a minimum warranty of one year with a liability of technical support in all respects like stores, AMC and technical guidance.

**5.3.13 Training:** There shall be a 3 days training for Six officials of DFCCIL to understand various operational, installation and maintenance procedures.

**5.3.14 INSPECTION OF THE MATERIALS TO BE SUPPLIED BY THE CONTRACTOR:**

- (a) Materials to be supplied by the Contractor against schedule will be inspected by RDSO as indicated in technical specification of Schedule at Section-VI. Consolidated charges for inspection of materials by RDSO shall have to be paid to RDSO by the contractor @ 1% (one percent) of the cost of the materials (including excise duty, Sale Tax etc.) to be inspected. After the inspection, contractor shall produce the materials along with RDSO's Inspection Certificate to Dy. Project Manager/S&T/DFCCIL (Consignee) or as nomination by Dy. CPM/S&T/DFCCIL/ADI.
- (b) Materials to be supplied by the Contractor against all Items shall be procured from RDSO recommended firm only & inspected by RDSO. For these items documentary evidence in support of procurement from RDSO approved firm should be submitted to the consignee for inspection and acceptance, at the time of delivery. All other items shall be inspected by Dy. PM/S&T/ADI/DFCCIL or as nominated by Dy. CPM/S&T/ADI, supplied by the contractor as per technical specification.
- (c) All the materials inspected and passed vide clause 5.3.14 (a) & (b) above shall be marked suitably by the inspecting official and are to be kept under contractor's custody which will be used for execution only in presence of DFCCIL supervisor at site. However, DFCCIL reserves the right to reject any material, if found spoiled / damaged during execution, for which the contractor shall replace at his cost within 30 (thirty) days of detection.
- (d) Any material rejected by the inspecting official due to not being as per the specification noting the proper condition, the same is to be replaced by the contractor within 7 (seven) days at his cost. For this the decision of inspecting official shall be final and binding on the contractor.
- (e) All material should be in properly packed condition and the DFCCIL reserves the right to reject the material even though it was passed by RDSO.

**5.3.15 Technical Literature:**

The following Technical literature/software shall be supplied with each system.

- (i) Operating Manual  
(ii) Principal of Working of the system including circuit/block diagram, assembly diagram/drawing, PCB layout diagram etc.  
(iii) Maintenance Manual describing maintenance and troubleshooting procedures.  
(iv) Spares part catalogue.  
(v) The software (s) required for operation & maintenance of the system.

5.3.16 The work shall be executed OCC/Ahmedabad at below address:

**DFCCIL,  
Chief General Manager's office,  
OCC Building, 'D' Cabin Road, Sabarmati, Ahmedabad – 380019.**

5.3.17 The work shall be done as per instruction issued by DFCCIL site-in charge. DFCCILs SSOD (Standard Schedule of Dimensions) shall be followed to avoid any infringement during execution of work at the site.

5.3.18 The Contractor shall ensure the safety of existing assets like cables etc. during the activities like trenching, cable laying etc. and if, any of the existing cables

gets damaged during the work, the repairing /replacement of the same shall be done by the Contractor at his own cost.

- 5.3.19 The Contractor shall ensure to take all safety measures during the execution of the work.
- 5.3.20 The Contractor shall arrange the space for storage & inspection of the material at his own cost or will request DFCCIL to allot the space. However, responsibility regarding safety & security of the stored material shall vest with the Contractor only.
- 5.3.21 Equipment/material in the schedule where RDSO/IS specification has not been stipulated, shall be procured from manufacturers of reputed/ their authorized dealers/ approved source.
- 5.3.22 All the materials to be supplied by the Contractor need to be supplied at the nominated work sites as required and instructed by DFCCIL site in charge. The loading, unloading and transportation of these materials to the site of work will have to be done by the Contractor at its own cost. The security of the material brought to the site of work will remain with the Contractor till the material taken over are duly erected and accepted by the DFCCIL.
- 5.3.23 All the material and workmanship to be used in this work shall be of extremely good quality, reputed make and shall have appropriate class in every respect and is expected to give trouble free service. DFCCIL shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship or otherwise not in accordance with the Specification and the DFCCIL's decision shall be final, even though they might have been inspected by RDSO/RITES. The Contractor shall remove forthwith any such material rejected and replace them promptly at his own cost.
- 5.3.24 After the issue of the Acceptance letter, the successful tenderer shall inform the concerned Dy.PM/JPM/S&T of DFCCIL, prior to start any execution of work at any location.
- 5.3.25 Following officials shall be the Jurisdiction wise **Site In-charge of work** for inspection of material, certification of execution of work. Filling of the measurement book issued by DFCCIL shall be the responsibility of Executive/JPM/S&T nominated by the following officers, which further has to be certified by the concerned JPM/Dy.PM/S&T:

Sr. No	Jurisdiction	DFCCIL Site-Incharge
1	NOC/OCC, Ahmedabad	Dy. PM/S&T/HQ

- 5.3.26 The Contractor shall ensure to take all safety measures during the execution of the work and shall work under supervision(s) of DFCCIL S&T staff of minimum Jr. Executive Level.

#### 5.4 TIME SCHEDULE

- 5.4.1 The work shall be completed in 02 months from the date of issue of LOA (Letter of Acceptance) or from the date notified for commencement of work in LOA/through official communication. Contractor shall commence the work within 15 days after receipt of Letter of Acceptance or the date as specified in the Letter of Acceptance or as communicated by the Employer.
- 5.4.2 Duration of the contract may be further extended for one months or as per requirement of DFCCIL, if so, decided by DFCCIL, with written mutual consent



on existing terms and conditions or new terms and condition to be decided at the time of such extension.

- 5.4.3 Notwithstanding anything herein contained, the Contractor will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Contractor or of any persons deployed by it pursuant to the Contract.

#### 5.5 PAYMENT TERMS: -

- (1) Payment will be made after completion of work, certification of the work by consignee that the work is completed successfully.
- (2) The Contractor shall submit the on-account bills, by the date stipulated by the DFCCIL, supported by duly filled & certified Measurement Book and other relevant documents pertaining to execution of maintenance work. Without having submitted documentary proof, the on-account bill will not be processed, and no payment will be made to the Contractor.
- (3) Payment shall be made after making required deductions towards taxes to be deducted at sources as per extant rules/law in force, Penalty, Security Deposit etc.

#### 5.6 Contractor Obligation:

- 5.6.1 DFCCIL may provide Tools & Plants including specialized tools and plants at the request of the service provider in case of emergency or special situation. In case of damage/theft of Tools & Plant so provided, cost as determined with due depreciation factor by DFCC will be recovered from the Contractor. Cost of T&P and depreciation factor will be communicated to the service provider at the time of issuing of the same.
- 5.6.2 The Contractor shall ensure that complete confidentiality is maintained by it and all its outsourced persons with regard to all information relating to DFCCIL, its premises, clients business, assets, affairs and employees and that neither the Contractor nor its persons will any time divulge or make known to any third parties, any trust, accounts, matters of transactions whatsoever pertaining to DFCCIL and its associate entities which may in any way come to their knowledge or attention.
- 5.6.3 The Contractor shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/ or arising out of the failure of the Contractor to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 5.6.4 Any damage, deterioration, loss caused to DFCCIL property due to negligence, carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, DFCCIL shall be within their rights to affect necessary recoveries from the Contractor's

bill or through other means as per the law.

5.6.5 DFCCIL Administration shall not be responsible for any injury or loss of life or sickness of the workmen or of any individual involved in the contract (deployed by the agency/service provider/contractor) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to the agency / contractor(s) / service provider's account.

## 5.7 RATES

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

5.7.2 All statutory taxes including GST 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.

5.7.3 For all the Schedule items detailed in Section-6 of the Tender document, the rates are inclusive of all taxes including GST.

## 5.8 QUANTITY VARIATION

- (i) The accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.
- (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.
- (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

- a. Quantities operated in excess of 125% but up to 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;
- b. Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- d. Variation to quantities of Minor Value Item:

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

- d.(i) Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
- d.(ii) Quantities operated in excess of 100% but up to 200% of the agreement

- quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) 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).

#### 5.9 Implementation of Integrity Pact in DFCCIL: -

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

The pact has to be implemented through a panel of independent external monitor who will review independently and objectively the compliance of the obligations by both the parties.

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

**SECTION – VI****SCHEDULE OF APPROXIMATE QUANTITIES & RATE**

Tender No: DFC-ADI-SNT-02-2024-25

**Name of Work: Supply, Installation, Testing & Commissioning of 8 Channel Voice Logger / Monitor for Control Circuits as per technical specification no - RDSO/SPN/TC/38-2002 Version 2.0 or latest at WDFC OCC/Ahmedabad, DFCCIL**

**Schedule of Approximate Quantities & Rate**

Sr. No.	Description	Unit	Quantity	Unit Rate	Amount incl. GST (in Rs.)
1	Supply, installation, testing and commissioning of 8 channel Voice Data Logger/Monitor for control circuits as per technical specification RDSO Spec. No. RDSO/SPN/TC/038-2002 Rev. 2.0 or latest consisting of: (1) 4 Channel Voice Data Recording and Processing Unit (VDRPU): 2 Nos. (2) Computer having following specification or better model: (a) Intel Core i5 processor, (b) Windows 11 Pro OS or latest, (c) Memory 8 GB DDR4 RAM, (d) DVD Writer, (e) LED Monitor size of 23.8 inch display, (f) 500GB SSD Storage, (g) Key Board and Mouse, Headphone and Speaker and other additional accessories as per requirement. (3) 8 Port Network Switch (4) 19" rack Floor Mounted 32U - 01 Nos. (5) UPS 1 KVA - 01 Nos with Earthing distribution arrangement, Cable/Route Manager (Inspection by RDSO)	Set	2	1471800.0	2943600.0
<b>Total Cost (in Rs.) inclusive of all taxes including GST</b>					<b>29,43,600.0</b>

**Note- All items mentioned in description is for 01 sets.**

**The rate will be-----% (Percentage) below / at par / above to the Grand Total Cost above (to be filled by the bidder in figure).**

**The rate will be----- (Percentage) below / at par / above to the Grand Total Cost above (to be filled by the bidder in words).**

**Notes/Conditions: -**

- The above rates are inclusive of all Govt. & Local taxes including applicable GST. However, GST, will be reimbursed only after having submitted the proof of having actually paid the above taxes / charges.
- The bidder shall indicate his rate in %age below / at par / above, on total cost as per schedule of approximate quantities & Rate on IREPS portal. The Bidder/Tenderer

quoting the rates for individual items will be disqualified. Offer with incomplete/ambiguous rate will not be considered.

3. DFCCIL reserves the right to operate additional quantities of the schedule item as & when required within the variation limit.

**Declaration by the tenderer**

- (1) I/We am/are signing this document after carefully reading the contents.
- (2) I/We also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (3) I/We offer and agree to execute the above work at rate uploaded online at <https://www.ireps.gov.in> through digital Signature.

**Signature of tenderer/s with Seal**

Address:

**ANNEXURE – I**

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



**ANNEXURE – II****Performa for Experience/Performance Certificate.**

{On the letter head of the issuing department}

M/s (Name of executing agency) has carried out the signaling work (Description of work). The details are as under:

- i) The name of Work/Description of work.
- ii) Contract Agreement no./ Letter of acceptance/Purchase order no. with date.
- iii) Name of executing agencies with address.
- iv) Date of original Completion of Work as per Acceptance Letter.
- v) Date of Actual completion of Work.
- vi) The original Amount of Work as per Agreement (in Rupees).
- vii) The Final Amount of Work at the time of Completion of Work (in Rupees).
- viii) Status of work (Whether the Work is completed or not).
- ix) Performance of work – Satisfactory or Not satisfactory.
- x) In case of on-going work, please indicate year wise the annual payment made.
- xi) Remarks if any.

(The following details of certificate issuing authority should be on certificate)  
(Name & address of certificate issuing office, No. of issued certificate, Date of issued certificate, Signature of officer, Seal of department, Phone No)

## SELF-CERTIFICATE

**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER  
ALONGWITH THE TENDER DOCUMENTS**

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

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website [www.ireps.gov.in](http://www.ireps.gov.in). I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we (insert name of the tenderer) \*\* \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false / forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.



10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND  
SIGNATURE OF THE  
TENDERER

Place:

Dated:

\*\* The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

**This certificate is to be given by each member of JV or Partners of Partnership firm/LLP/etc.**

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

**(The Bank Guarantee (BGs) to be submitted by the suppliers/ contractors should be sent directly to) "Chief General Manager; DFCCIL, OCC Building, D cabin road, Sabarmati Ahmedabad - 380019 by the issuing Bank under Registered Post A. D.).**

To.

Chief General Manager/DFCCIL  
**OCC building, D cabin Road,  
Sabarmati, Ahmedabad -380019.**

In consideration of the Chief General Manager; DFCCIL (hereinafter called "DFCCIL") having agreed to accept from..... hereinafter called "the said Contractor/s"), under the terms and conditions of an Agreement/ Acceptance letter dated..... made between..... and.....(hereinafter called "the said Agreement")the Performance Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs.....Rupees.....only).

We..... (indicate the name of the Bank hereinafter referred to as "the Bank") at the request of ..... contractor/s do hereby under take to pay the Government an amount not exceeding Rs..... against any loss or Damage caused to or suffered by or would be caused to or suffered by Government by reason of any breach by said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

47

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

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

Dated this .....day of.....2024

Signature of the Tenderer/s:

For.  
(Indicate the name of the Bank)

*Rishu*  
Dy. CPM/S&T/ADI

**(Bid Security)**

**Bank Guarantee Bond from any scheduled commercial bank of India**  
(On non-judicial stamp paper, which should be in the name of the Executing Bank)

Name of the Bank: \_\_\_\_\_

MD DFCCIL

Acting through Chief General Manager,

DFCCIL, Ahmedabad

Beneficiary: Dedicated Freight Corridor Corporation of India Limited, Ahmedabad

Date: \_\_\_\_\_

Bank	Guarantee	Bond	No.:
Date: _____			

In consideration of the MD DFCCIL acting through Chief General Manager, DFCCIL Ahmedabad (**Designation & address of Contract Signing Authority**), ..... DFCCIL, ..... (hereinafter called "The DFCCIL") having invited the bid for \_\_\_\_\_ through Notice inviting tender (NIT) No. \_\_\_\_\_, We have been informed that . . . . . [**Insert name of the Bidder**]..... (**hereinafter called "the Bidder"**) intends to submit its bid (**hereinafter called "the Bid"**) .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [**Insert required Value of Bid Security**], in the form of Bank Guarantee, according to conditions of Bid.

**AND**

WHEREAS, .....[**Insert Name of the Bank**], with its Branch .....[**Insert Address**] having its Headquarters office at..... [**Insert Address**], hereinafter called the Bank, acting through ..... [**Insert Name and Designation of the authorised persons of the Bank**], have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned [**Insert name(s) of authorized representatives of the Bank**], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway/DFCCIL full amount in the sum of [**Insert required Value of Bid Security**] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway/DFCCIL any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway/DFCCIL on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway/DFCCIL without any reference to the Bidder and without the Railway/DFCCIL being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway/DFCCIL and the Bidder, will in any way absolve the Bank from the liability under

this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway/DFCCIL at any time.

6. This guarantee will remain valid and effective from.....[insert date of issue] till .....[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway/DFCCIL herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway/DFCCIL. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	UBIN0546836
IFSC TYPE	BRANCH
BANK NAME	Union Bank of India
BRANCH NAME	Motibagh-1, Delhi Branch
CITY NAME	New Delhi
ADDRESS	Palika Bhawan, Motibagh-I, R.K. Puram, Delhi-110066
DISTRICT	New Delhi
STATE	New Delhi
BG ENABLED	YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway/DFCCIL. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date .....

Place.....  
signature(s)

Bank's Seal and authorized

[Name in Block letters]

[Designation with Code  
No.].....

[P/Attorney] No.

Witness:

- 1 Signature, Name & Address & Seal
- 2 Signature, Name & address & Seal  
Seal

Bank's

[P/Attorney] No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

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

THIS AGREEMENT made on \_\_\_\_ day of \_\_\_\_\_ 2024 between DFCCIL, acting through Chief General Manager, DFCCIL, **OCC Building ,D cabin Road , Sabarmati Ahmedabad 380019** (herein after called the "DFCCIL" ) of the one part and \_\_\_\_\_ ( Name / address of the contractor) \_\_\_\_\_ (herein after called the contractor) of the other part.

WHEREAS the DFCCIL is desirous that certain works should be executed by the Contractor viz. Repairing, Refixing /Replacement & Maintenance of Signalling and Telecommunication Gears/Equipment and other related work in New Chadotar – New Palanpur – New Sanand North Section and New Makarpura JS of Western Dedicated Freight Corridor (WDFC) under CGM/DFCCIL Ahmedabad for a period of One Years under Contract No. \_\_\_\_\_ with accepted value of Rs \_\_\_\_\_ & completion period of 12 months (from date \_\_\_\_\_ to \_\_\_\_\_) (herein after called "the works", and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. 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) The Contract Agreement.
  - b) The Letter of Award.
  - c) Information & Instructions to Tenderers
  - d) The Schedules.
  - e) Special conditions of Contract (SCC).
  - f) General conditions of Contract (GCC).
  - g) Technical Specifications and Additional Technical Specifications as part of Special Conditions.
  - h) Any other documents forming part of Contract.
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 of the authorized signatory)  
Signed for and on behalf of the DFCCIL Contractor in the presence of:

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

Witness:

1.

2.

Witness:

1.

2.

(Name and address of the witnesses to be indicated).

**ANNEXURE – VII**

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

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

1.....

2.....

3.....

AND SO ON .....

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

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



**Annexure -VIII****Details of works completed in last seven financial years & current financial year.**

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

**NOTE:-**

The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out. The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be duly attested by a gazetted officer.

Signature of the Tenderer/s:-

**Annual Contractual Turnover of last three financial year & current F.Y.**

S.No.	Financial Year	Audited Balance sheets/ TDS Certificates	Amount (Rs)	Page No.

**Annexure-X****PRE-CONTRACT INTEGRITY PACT****General**

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2024, between, on one hand, the DFCCIL acting through Shri..... Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

The parties hereto hereby agree to enter into this integrity pact and agree as follows:

**Commitments of the CLIENT**

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

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

### Commitments of BIDDERS

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

- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

#### **4. Previous Transaction**

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

#### **5. Earnest Money (Security Deposit)**

- 5.1 EMD amount & form of EMD will be as per terms & conditions of contract document.
- 5.2 Validity of EMD & Security Deposit will be as per terms and conditions of contract.
- 5.3 In case of the successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the CLIENT to the [A] on Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanctions for violations**

- 6.1 Any breach of the aforesaid provision by the [A] or any one employer by it or acting on behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one the following action, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceeding with the other BIDDER (s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and /or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
  - (iv) To recover all sums already paid by the CLIENT, and case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT connection with any other [B], such outstanding payment could also be utilized the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A] in order to recover the payments, already made by the CLIENT, along with interest.
  - (vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money (s) due to the [A].
  - (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
  - (viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
  - (ix) In case where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A] the same shall not be opened.
  - (x) Forfeiture of performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The CLIENT will entitled to take all or any the actions mentioned at para 6.1(1) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on the its behalf (whether with or without the knowledge of the [A]) of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act., 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final conclusive on the [A]. However, the [A] can approach the independent Monitor(s) appointed for the purposes of this pact.

## 7. Fall clause

- 7.1 The [A] undertakes that it has not supplied/ is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or

sub systems was supplied by the [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

### **8. Independent Monitors**

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

### **9. Facilitation of Investigation**

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

### **10. Law and Place of Jurisdiction**

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

### **11. Other Legal Actions**

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



**12. Validity**

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

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

13. The parties hereby sign this integrity Pact at \_\_\_\_\_ on. \_\_\_\_\_

CLIENT  
Name of the Officer  
Designation  
Deptt./Ministry/PSU

BIDDER  
CHIEF EXECUCTIVE OFFICER

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Note:

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

[B] - To be replaced by Contract/Supply Contract/Consultancy Contract/Works Contract as the case was may be.



**Annexure-XI****ANTI-PROFITEERING DECLARATION****TO WHOMSOEVER IT MAY CONCERN**

I ....., age ....., years, Son/Daughter of ....., resident of ..... do solemnly affirm and state as under:

- 1) That I am the \_\_\_\_\_ <Designation of the authorized signatory> of .....  
and I am duly authorized to furnish this undertaking/declaration on behalf of ..... (Name of the company).
- 2) That \_\_\_\_\_ (Name of the company) has been awarded the work ..... (Name of Work) vide Letter of Award number ..... dated ..... by M/s Dedicated Freight Corridor Corporation of India Limited.
- 3) That the Company is fully aware of the anti-profiteering provision under the Goods & Services Tax ("GST") Law(s),
- 4) That the Company ..... has passed the benefit of input tax credit available on the ..... (good/services) having HSN ..... supplied to M/s Dedicated Freight Corridor Corporation of India Limited which it is getting on account of reduced tax liability and input tax credit because of enactment of GST Laws after introduction of Goods and Service Tax w.e.f. 1st July, 2017. The details and amounts being passed on to DFCCIL are provided in Annexure ..... of this document and are as per applicable GST Laws. These are true and correct to the best of my knowledge, information and belief.
- 5) Further, it is to confirm also that in case ..... (name of the organization) will receive any further benefit in future after 1st July, 2017 by way of availment of input tax credits which were not allowed to be availed before 1st July, 2017 or reduction in tax rates or in any other manner which results in reduction of cost of the goods/services supplied to M/s Dedicated Freight Corridor Corporation of India Limited, then Company will pass that benefit to M/s Dedicated Freight Corridor Corporation of India Limited also.

26

- 6) That I declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under the law.
- 7) Confirms that I am aware of the implication of the above undertaking and our liability on account of incorrect/misleading declaration under the GST Laws.

Signature of the Authorized signatory/ person

Name and Designation of the Auth. Sign/person of the person

Name of the Organization and Seal

Executed on a non-judicial stamp paper of Rs. 100/- duly notarized by notary public

**END  
OF  
DOCUMENT**