



## Request for Proposal (RFP)

for

**Supply of Spares Parts of M/s Plasser Make Track Machines and deploying Plasser Service Engineers for DFCCIL Track Machines for Two years (Rate Contract).**

**RFP No. HQ EN0TMC-AMCPI-2025-36369**

**Dated 16.07.2025**

**(Single Tender)**

**(Participation through e-Tender only)**

Visit: [www.ireps.gov.in](http://www.ireps.gov.in)

(Help desk of IREPS: 011-23761525)

**Client:**

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED**

**(A Government of India Enterprise)**

**Under**

**Ministry of Railway**

Signature Not  
Verified

Digitally signed by  
SUGANDHA GARG  
Date: 2025.07.16  
16:58:02 +05'30  
Reason: IREPS-CRIS  
Location: New Delhi

Signature of tenderer (s) \_\_\_\_\_  
With seal

## **BID DOCUMENT (PART-I)**

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Signature of tenderer (s) \_\_\_\_\_  
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**BID INVITATION FOR ELECTRONIC OFFERS**

**E- TENDER (Domestic) No.: HQ EN0TMC-AMCPI-2025-36369 Dated 16.07.2025**

Electronic domestic bids through Single Tender are invited for and on behalf of the Managing Director/Dedicated Freight Corridor Corporation of India Limited (DFCCIL) for procurement of the following item:

S No.	Description	Estimated Cost of Work	BID SECURITY	Contract Duration
1	Supply of Spares Parts of M/s Plasser Make Track Machines and deploying Plasser Service Engineers for DFCCIL Track Machines for Two years (Rate Contract).	<b>Rs.2,86,63,168.00</b> (Including 18% GST)	<b>Nil</b>	24 Months

1. The Bid document containing complete description of the item required, as also other terms and conditions can be viewed/downloaded from official portal of the website <https://ireps.gov.in> from **16.07.2025 (17.00 Hrs. IST)** for on-line submission of their e-bid.
2. Bidder is exempted from depositing Tender document Cost and Bid Security.
3. Bidder is exempted from depositing Security Deposit.
4. Bidder must submit its Technical and Financial Bid complete in all respects at <https://ireps.gov.in> on or before upto **07.08.2025 (15.00 Hrs, IST)**. Bids received online shall be opened on **07.08.2025 at 15.30 Hrs, IST**. Bid through any other mode shall not be entertained.

**Arun Kumar Tiwari**  
**Group General Manager/Technical**  
Room No.428, DFCCIL Corporate Office,  
Sector 145, Noida,  
Uttar Pradesh -201304, INDIA.  
**Mob:** 9717636957.  
**(e-mail: [aktiwari@dfcc.co.in](mailto:aktiwari@dfcc.co.in))**

Signature of tenderer (s) \_\_\_\_\_  
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Signature of tenderer (s) \_\_\_\_\_  
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## DATA SHEET

1	E-Tender No.	HQ EN0TMC-AMCPI-2025-36369 dated 16.07.2025
2	Name of Work	Supply of Spares Parts of M/s Plasser Make Track Machines and deploying Plasser Service Engineers for DFCCIL Track Machines for Two years (Rate Contract).
3	Advertised Tender Value	Rs.2,86,63,168.00 (Including 18% GST) (Two Crore Eighty-Six Lakh Sixty-Three Thousand One Hundred Sixty-Eight only)
4	Completion Period	24 months (2 Years)
5	Type of BID	E-Tender Single Stage Single Packet System
6	Tender Document Cost	NIL
7	Earnest Money/Bid Security	NIL
8	Date and Time of Issue of Tender on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>	Tender Document can be downloaded from <b>16.07.2025 (17.00 Hrs.)</b> from <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
9	Last Date and Time of submission of Tender (Online)	<b>07.08.2025 at 15.00 hrs.</b> on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
10	Date and Time of Opening of Technical and Financial Bid (Online)	<b>07.08.2025 at 15.30 hrs.</b> on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
11	Validity of offer	90 Days from the date of opening of tender.
12	Security Deposit	NIL
13	Pre-Bid meeting & Venue	NA
14	Performance Bank Guarantee	Performance Guarantee (PG) have to be submitted within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA), amounting to 5% of the Contract Value.
15	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
16	Availability of Tender Documents	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, placed on the website <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> only.
17	Address of communication	<b>Sh. Arun Kumar Tiwari,</b> <b>Group General Manager/Technical,</b> Room No.428, DFCCIL Corporate Office, Sector-145, NOIDA (Uttar Pradesh), INDIA <b>Mob:</b> 9717636957 <b>(email:</b> <a href="mailto:aktiwari@dfcc.co.in">aktiwari@dfcc.co.in</a> <b>)</b>

Signature of tenderer (s) \_\_\_\_\_  
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### **SCHEDULE OF REQUIREMENTS**

<b>Time Schedule</b>				
<b>SN</b>	<b>Details</b>	<b>Date</b>	<b>Time</b>	<b>Venue</b>
1	Submission of e-bids	<b>07.08.2025</b>	15:00 Hrs	Online on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
2	Opening of bids	<b>07.08.2025</b>	15:30 Hrs	Online on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>

#### **1.0 Description of Work:**

<b>SN</b>	<b>Description</b>	<b>Estimated Cost of Work (in Rs)</b>	<b>BID SECURITY</b>	<b>Completion period</b>
1	Supply of Spares Parts of Plasser Make and deploying Plasser Service Engineers for DFCCIL Track Machines for Two years (Rate Contract)	<b>2,86,63,168.00</b> (Including 18% GST)	<b>Nil</b>	24 Months

#### **2.0 Detailed breakup of quantity is as follows:**

<b>Item No</b>	<b>Description of the Item</b>	<b>Unit</b>	<b>Qty</b>
<b>Schedule A</b> (Hiring of services of Service Engineers of M/s Plasser make Track Machines for FY 25-26)			
1	Service Charges of per Service Engineer per day	Day (8 Hours working)	128
2	Extra additional hour charges (Per Hour) beyond 08 hours per day	Hour	256
3	Travelling charges (Per Km) for the service engineer from New Delhi/Delhi to the work site & back	Kilometer	64000
<b>Schedule B</b> (Hiring of services of Service Engineers of M/s Plasser make Track Machines for FY 26-27)			
1	Service Charges of per Service Engineer per day	Day (8 Hours working)	128
2	Extra additional hour charges (Per Hour) beyond 08 hours per day	Hour	256
3	Travelling charges (Per Km) for the service engineer from New Delhi/Delhi to the work site & back	Kilometer	64000
<b>Schedule C</b> (Supply of Spare parts of DTE, CSM-2X, PCTM, MPT, DTS and BRM)			
1	<b>Lump Sum</b> Cost of all required spares for FY 2025-2026 and FY 2026-2027 Note: The Payment will be done on the basis of actual qty taken from contractor	Lumpsum	<b>Rs.2,00,00,000.00</b>
<b>Schedule D</b> (Laboure Charges for installation/fixing of Spare parts supplied through Schedule C)			
1	Lumpsum cost for (Laboure Charges for installation/fixing of Spare parts FY 2025-2026 and FY 2026-2027 Note: The Payment will be done based on actual qty taken from contractor	Lumpsum	<b>Rs.20,00,000.00</b>

**Note:** Qty given against Schedule A, B, C, D may vary up to 25% at same terms and conditions of contract.

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3.0 E- Tender/Bid Document consists of the following:

a) **Part-I**

- i) Bid Invitation (NIT)
- ii) Data Sheet
- iii) Schedule of Requirements (**SOR**)

b) **Part-II**

- i) Instructions to Bidders (ITB) (Section-A)
- ii) General Condition of Contract (Section - B)
- iii) Special Condition of Contract (Section - C)

c) **Part-III**

Annexure – T 1 to T 9, TC 1A – TC 3, FB 1 and FB 2

4.0 Order of preference (higher to lower) for interpretation of different clauses in the tender/contract document is as under:

- (i) Contract Agreement
- (ii) Provisions of LoA
- (iii) Schedule of Requirement (SOR)
- (iv) Special Condition of Contract
- (v) Instructions to Bidders
- (vi) General Condition of contract

In case of any conflicting provisions in different parts of the tender document, provisions given in the portion of document having higher order of preference shall prevail over the provisions given in the portion of document having lower order of preference.

**5.0 SPECIAL NOTES:**

5.1 The e-bids are required to be submitted at [www.ireps.gov.in](http://www.ireps.gov.in) before the time and date specified for the same.

5.2 E-Bids are liable to be rejected if:

- a) Received after stipulated time & date of opening.
- b) Not open for acceptance for a minimum period of 90 days from the due date of opening of bid.
- c) Are non-responsive as per clause 3.5 of Section-A of Part-II of tender document.

**6.0 Execution Co-relation and intent of contract Documents:** The contract documents shall be signed in triplicate by the DFCCIL and Selected Bidder within 60 days of issue of LOA. The contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labor and materials, equipment's and transportation necessary for the proper execution of work.

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## **BID DOCUMENT (PART-II)**

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## **Section – A**

### **INSTRUCTIONS TO BIDDERS**

#### **1.0 GENERAL INSTRUCTIONS:**

- 1.1 On behalf of the Managing Director, Dedicated Freight Corridor Corporation of India Limited, The Group General Manager (Technical), Corporate Office, Dedicated Freight Corridor Corporation of India Ltd, INDIA (hereinafter referred to as the “DFCCIL”), invites offers for the Supply of Spares Parts of Plasser Make and deploying Plasser Service Engineers for DFCCIL Track Machines for Two years (Rate Contract) as set forth in the “Schedule of Requirements”.
- 1.2 All offers in the prescribed form given on the website of IREPS should be submitted on-line before the time and date fixed for the receipt of offers as set forth in the tender papers in IREPS. Offers received after the stipulated time and date will be rejected.
- 1.3 All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English; in case of failure to comply with this, the offer is liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the later will prevail.

#### **2.0 TECHNICAL INFORMATION:**

- 2.1 Clarification regarding Specifications indicated in the ‘Schedule of Requirements’ may be obtained from Group General Manager (Technical), Corporate Office, Dedicated Freight Corridor Corporation of India Ltd., INDIA.
- 2.2 The DFCCIL may, in exceptional circumstances accept alternative specifications which ensure equal or higher quality than the specifications mentioned in the tender specifications. However, the decision of the DFCCIL in this regard shall be final.

#### **3.0 Guidelines to bidders**

- 3.1.1 The Bidder 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 Bidder(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.
- 3.1.2 The following documents shall be submitted by the Bidder:
  - (i) **Sole Proprietorship Firm:** All documents in terms of clause 4 of ITB.
  - (ii) **HUF:** 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

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(HUF) and he has the authority, power and consent given by other members to act on behalf of HUF and All other documents in terms of Clause 4 of ITB.

(iii) **Partnership Firm:** All documents mentioned in clause 4 of ITB and clause 3.3 of ITB.

(iv) **Joint Venture (JV):** All documents as mentioned in clause 4 of ITB and clause 3.2.16 of ITB.

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

- (a) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- (b) A copy of Certificate of Incorporation
- (c) 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.
- (d) All other documents in terms of clause 4 of ITB.

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

- (a) A copy of LLP Agreement
- (b) A copy of Certificate of Incorporation
- (c) 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.
- (d) An undertaking by all partners of the LLP 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 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.
- (e) All other documents in terms of clause 4 of ITB.

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

- (a) A copy of Certificate of Registration
- (b) A copy of Memorandum of Association of Society/Trust Deed
- (c) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (d) A copy of Rules & Regulations of the Society
- (e) All other documents in terms of clause 4 of ITB.

3.1.3 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.

3.1.4 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 DFCCIL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

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

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- 3.1.6 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.
- 3.1.7 The Bidder whether sole proprietor/a company or a partnership firm/joint venture (JV)/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.*

### 3.2 Joint Venture (JV) in Tender

- 3.2.1 Participation of Joint Venture (JV) in Tender: This para shall be applicable for tenders wherein tender documents provide for the same.
- 3.2.2 Separate identity/name shall be given to the Joint Venture.
- 3.2.3 Number of members in a JV shall not be more than three. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 3.2.4 A member of JV shall not be permitted to participate either in an individual capacity or as a member of another JV in the same tender.
- 3.2.5 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
- 3.2.6 Bid Security shall be submitted by JV or authorized person of JV :
- (i) Cash through e-payment gateway or as mentioned in tender document, or
  - (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted

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legally till the date of submission of tender.

- 3.2.7** A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- 3.2.8** Once the tender is submitted, the MoU shall not normally be modified/altered/ terminated during the validity of the tender. In case the Bidder fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.
- 3.2.9** Approval for change of constitution of JV shall be at the sole discretion of the DFCCIL. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 3.2.10** Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 3.2.11** On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 3.2.12** On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the DFCCIL before signing the contract agreement for the work. In case the Bidder fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- i. **Joint and Several Liability** - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the DFCCIL for execution of the project in accordance with General and Special Conditions of Contract for Delivery & Commissioning of machine and O&M phase. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
  - ii. **Duration of the Registered Entity** - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

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iii. **Governing Laws** - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

**3.2.13** Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

**3.2.14** No member of the Joint Venture shall have the right to assign or transfer interest or liability in the contract without the written consent of the other members and that of the DFCCIL in respect of the said tender/contract.

**3.2.15** Documents to be enclosed by the JV along with the tender:

**3.2.15.1** In case one or more of the members of the JV is/are partnership firm(s), the following documents shall be submitted:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (iv) 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.

**3.2.15.2** In case one or more members is/are Proprietary Firm or HUF, A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary concern and he is sole proprietor of the concern or he who is signing the affidavit 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.

**3.2.15.3** In case one or more members of the JV is/are companies, the following documents shall be submitted:

- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- (iii) A copy of the Certificate of Incorporation
- (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

**3.2.15.4** In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP

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- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
- (v) An undertaking by all partners of the LLP 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 or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

**3.2.15.5** In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Rules & Regulations of the Society
- (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

**3.2.15.6** All other documents in terms of clause 3.2.16 below of this chapter

**3.2.16 Credentials & Qualifying Criteria:** Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

**3.2.16.1 Technical Eligibility Criteria:** The technical eligibility for the work as per clause 4.1 (b) of ITB, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'. Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per clause 4.1(b), shall have technical capacity of minimum 5% of the advertised cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 5% of advertised value of the tender.

**Note :-** Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

**3.2.16.2 Financial Eligibility Criteria:** The JV as whole shall satisfy the requirement of "Financial Eligibility" mentioned at clause 4.1 (c) of ITB. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at clause 4.1 (c) of ITB. The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

**Note:** Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.

### **3.3 Participation of Partnership Firms in works tenders:**

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- 3.3.1** The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 3.3.2** 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.
- 3.3.3** 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.
- 3.3.4** Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified/alterd/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 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 and the Bidder 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 Bidder 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 Bidder fails to inform DFCCIL 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 the General Conditions of Contract.
- 3.3.5** 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.
- 3.3.6** The tender form shall be submitted only in the name of partnership firm.
- 3.3.7** 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.
- 3.3.8** 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.
- 3.3.9** 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 for

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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 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/alter/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, shall constitute a breach of the contract, liable for determination of the contract under General Conditions of Contract.
- (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

**3.3.10** The Bidder 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) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (b) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (c) 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 General Conditions of Contract.
- (d) All other documents in terms of clause 4 of ITB

**3.3.11 Evaluation of eligibility of a partnership firm:** Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in clause 4 of ITB.

#### **3.4 Bidder Credentials:**

Documents testifying Bidder previous experience and financial status should be produced along with the tender. Bidder(s) shall submit 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 as per Performa attached as **Annexure-TC1**.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past as per Performa attached as **Annexure-TC2**
- (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.

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- (iv) A copy of the certificate stating that they are not liable to be disqualified, and all their statements/documents submitted along with bid are true and factual. The standard format of the certificate to be submitted by the bidder is enclosed as **Annexure-T6**. 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 Bidder 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.
- (v) 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:
  - (a) In case of any information submitted by Bidder is found to be false, forged or incorrect at any time during the process for evaluation of tenders, it shall lead to banning of business for a period of upto two years.
  - (b) In case of any information submitted by Bidder is found to be false.
  - (c) In case any information submitted by Bidder is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee available with the DFCCIL shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and the agency shall be banned for doing business for a period of upto two years.

**3.5 Test of Responsiveness:** DFCCIL will determine whether each such proposal is 'responsive' to the requirement of the Tender Documents. The decision of DFCCIL administration on the responsiveness of Tender shall be final, conclusive, and binding on the bidder and shall not be called into question by any bidder on any ground whatsoever. Any tender which is not responsive shall be rejected.

#### **4. ELIGIBILITY CRITERIA/ QUALIFYING REQUIREMENTS OF BIDDERS:**

##### **4.1 Qualifying/Technical Eligibility Criteria**

- a) Bidder must have experience of operation of one or more On-Track Machine(s) for Minimum duration of 12 months in India as on tender opening date.
- b) Eligible projects executed: Total value of all Eligible Projects work done during last 05 years and current year ending last day of month previous to the one in which tender is invited should be minimum 50% of advertised tender value. The detail of this requirement is summarised as under:

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Requirement	Compliance Requirement		Documents
	Single Entity	Joint Venture	Submission Requirements
Total value of all <b>Eligible Projects</b> work done during last 05 years and current year ending last day of month previous to the one in which tender is invited should be minimum 50% of Advertised Tender Value.	Must meet requirement	By JVs or collectively* by JV  <b>*Note:</b> Credential of only those JV members will be counted whose equity share in JV is Minimum 25%.	The tenderer shall submit the Eligible Project work done certificates from the client(s) as detailed in <b>Annexure-TC1</b> . All documents, either original or photocopy should be attested by Notary.

#### Definition of Eligible Projects:

"Operation and/or Maintenance of On-Track Machines (including supply of spare parts & consumables) in Railway Sector in any country of the world."

#### Or/and

Work of Mechanized Track Maintenance and/or Laying of New Track and/or Renewal of existing track using Track Machine (s) anywhere in Railway Sector in any country of the world

The Bidders shall submit requisite information as per Performa attached as **Annexure-TC1**.

**(c) Financial Eligibility Criteria:** The Bidder must have minimum average annual contractual turnover of V/N.

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 Bidders shall submit requisite information as per **Annexure – TC2**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

#### Note :

- (a) 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

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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.

- (b) 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, the same shall be considered for the purpose of fulfillment of credentials.
- (c) In case a work is considered Eligible project for fulfillment of technical credentials, the cost including the PVC amount (if paid) of that work shall be considered.
- (d) 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  $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$ . For this purpose, the Bidder 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.
- (e) 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 Bidder 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.
- (f) 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 credential 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 (i) above. For this purpose, the Bidder 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.
- (g) 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.
- (h) 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.

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- (i) 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.
- (j) 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.
- (k) In case a Bidder is LLP, the credentials of Bidder shall be worked out on above lines similar to a partnership firm.
- (l) In case company A is merged with company B, then company B would get the credentials of company A also.

## **5. TIME SCHEDULE:**

- 5.1** The Contract Duration for this work is 2 years (24 months).
- 5.2** The basic consideration and the essence of the contract shall be the strict adherence to the time schedule for the supply.

## **6. BID SECURITY:**

Bid Security for this work is zero as tender is planned as Single Tender for OEM only

## **7. SUBMISSION OF OFFERS:**

- 7.1** E-bids as prescribed in IREPS should be submitted online.
- 7.2** Any individual (s) signing the tender or other documents connected therewith should specify whether he is signing.
  - i) as sole proprietor of concern or as attorney of the sole proprietor.
  - ii) as a Partner or Partners of the firm.
  - iii) as a Director, Manager or Secretary in the case of a Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by the Memorandum of Association.
  - iv) Authorized signatory through PoA as per **Annexure-T2**.
- 7.3** In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the DFCCIL for verification, if required.
- 7.4** All prices and other information like discounts etc., having a bearing on the price shall be written both in figures and words in IREPS. In case of any discrepancy in rates quoted in words and figures, the rates quoted in words shall be considered.
- 7.5** Offers shall be as per the Instruction to Bidders, the General and Special Conditions of contract given in the Tender Documents.

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- 7.6 Each page of the offer must be numbered consecutively, should bear the tender number and should be signed by the Bidder at the bottom. A reference to the total number of pages comprising the offer must be made at the top right-hand corner of the first page.
8. **LOCAL CONDITIONS:** It will be imperative on each Bidder to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the Machine, spare parts, consumables and Manpower and other logistics. The DFCCIL shall not entertain any request for clarifications from the Bidder regarding such local conditions. No request for change in price, or time schedule of delivery and commissioning of Machine shall be entertained after the bid is submitted to the DFCCIL
9. **PRICE BASIS AND INDEMNITY:**
- 9.1 The Bidders shall quote their bid as per **Annexure – FB1**.
- 9.2 No PVC is payable in this work.
- 9.3 The Bidders should quote their lowest possible prices. Quote should be made only for units specified in the “Schedule of Requirements”.
- 9.4 **INPUT TAX CREDIT (ITC):**
- 9.4.1 The price quoted by the Bidders should consider the Input Tax Credit availed in manufacture and supply of the offered item under the GST Act. Bidder shall ensure passing on all ITC available in connection with the manufacture and supply of goods under the tender contract.
- 9.4.2 In the event of additional Input Tax Credit being extended by the Government of India, to cover items ordered against present tender, the same shall be passed on to the DFCCIL. The bill for payment should accompany the following certificate:
- a) We hereby declare that no additional ITC benefit has accrued to us beyond what has already been considered while submitting our offer & incorporated in the rates shown in the contract.
- b) ***We hereby declare that the additional ITC benefit of Rs..... has accrued to us beyond what was taken into account while submitting our offer & incorporated in the rates shown in the contract. We are passing on the same to the DFCCIL & the bill has been prepared accordingly.***
10. **PAYMENT TERMS:**
- For payment will be done on monthly basis in INR currency for which contractor will submit the bills/invoice to DFCCIL by 10<sup>th</sup> of every month duly enclosing monthly machine availability certificate jointly signed by DFCCIL and Contractor authorized representative along with no claim certificate. The standard payment terms subject to recoveries, if any, under liquidated damages clause in ‘General Conditions of Contract will be applicable.
- 11 **DEDUCTION:** Payments as in clause 10 of ITB above shall be subject to deductions of any amount for which the contractor is liable under the contract against this tender.
- 12 **EVALUATION OF THE OFFERS:**

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The tenders received will be evaluated by the DFCCIL to ascertain the best and lowest acceptable tender in the interest of the DFCCIL, as specified in the specification and tender documents. The cost of all items of SOR will be taken into consideration in the evaluation of Offers.

**13 SELECTION OF BIDDER:** The Bidder is found responsive and meeting other RFP provisions shall be considered as eligible bidder. The work will be awarded to eligible bidder subjected to other terms and conditions of tender.

**14. ACCEPTANCE OF TENDER:** The DFCCIL may accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest or any tender. Acceptance of tender will be communicated by either email /Letter of acceptance of tender direct to the bidder. In case where acceptance is indicated by email, the letter of acceptance of tender will be delivered by post to the contractor as soon as possible, but email communication shall be deemed to conclude the contract.

**15 EFFECT AND VALIDITY OF OFFER:**

**15.1** The submission of any offer connected with these specifications and documents shall constitute an agreement that the Bidder shall have no cause of action or claim, against the DFCCIL for rejection of his offer. The DFCCIL shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the DFCCIL.

**15.2** The offer shall be kept valid for acceptance for a minimum period of 90 days from the date set for opening of Tenders.

**15.3** Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the DFCCIL to the Bidder. While the offers are under consideration, Bidders and or their representatives or other interested parties are advised to refrain from contacting the DFCCIL by any means. If necessary, the DFCCIL will obtain clarifications on the offers by requesting for such information from any or all the Bidders in writing. Bidders will not be permitted to change the substance of their offers after the offers have been opened.

**15.4** In exceptional circumstances, the DFCCIL may solicit the Bidders consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (or by or e-mail). A Bidder granting the request will not be permitted to modify the Bid.

**16 OFFER BY FAX/E-mail**

**16.1** Offers received on [www.ireps.gov.in](http://www.ireps.gov.in) at the time of opening of Tenders and complete in all respects and duly signed by the authorized signatory should be treated as in time offer.

**17 GENERAL:**

The Bidder must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, are liable to be rejected.

**18 LAST DATE OF RECEIPT OF THE TENDERS:**

**18.1** The e-bids are required to be submitted at [www.ireps.gov.in](http://www.ireps.gov.in) before the time and date specified for the same in tender document.

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- 18.2** The tenders received shall be opened in the presence of such of the Bidders or their representatives, who may like to be present at 15:30 hrs. on the date specified in the 'Schedule of Requirements and the names of Bidders and the rates tendered by them will be read out.
- 18.3** Offers received after the due date and time shall not be considered.
- 19** This tender will be governed by GoI policy of Public Procurement (Preference to Make in India), Order No.45021/2/2017-PP(BE-II) dated 16.09.2020 copy of which is placed as **Annexure-T7** of this RFP.
- 20** **List of Contact persons for this tender and Bank Account Details of DFCCIL:-**

DFCCIL Contact	Arun Kumar Tiwari
Telephone/Mobile No.	9717636957
E-mail ID	aktiwari@dfcc.co.in

  

IFSC CODE	UBIN0546836
IFSC TYPE	BRANCH
BANK NAME	Union Bank of India
BRANCH NAME	Motibagh Branch
CITY NAME	New Delhi
ADDRESS	Motibagh-1, New Delhi-110066
STATE	Delhi

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## SECTION – B

### **GENERAL CONDITIONS OF CONTRACT**

#### **1 DEFINITIONS:**

##### **1.1** Throughout these conditions and in the specifications, the terms:

- i) “The **DFCCIL**” means the Managing Director, Dedicated Freight Corridor Corporation of India Ltd.,(DFCCIL) acting through the Group General Manager (Technical), Corporate Office, Dedicated Freight Corridor Corporation of India Ltd., INDIA unless the context otherwise provides.
- ii) “The **Inspecting Officer**” means the person, firm or department nominated by the DFCCIL to inspect the Goods/Spares on his behalf and the deputies of the Inspecting Officer so nominated.
- iii) “The **Contractor**” means the person, firm or company with whom the work is awarded for the execution of work for 24 months and shall be deemed to include the Contractor’s successors (approved by the DFCCIL) as the case may be, unless excluded by the terms of the contract.
- iv) “The **Contract**” means and includes the bid invitation, instructions to Bidders, Bidders Acceptance of Tender, General and Special Conditions of Contract, Schedule of Requirements, all amendments of the tender and the other conditions specified in the Acceptance of Tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement, if executed.
- v) “The **Goods/Works/Stores/Spares**” means and includes the supply of spare part of Plasser Make Machines including supply of Service Engineer and Laboure for installation of supplied parts of Machines.

#### **2 EXECUTION:**

The whole contract is to be executed in the most approved, substantial and workman like manner to the entire satisfaction of the DFCCIL or his nominee, who both personally and by his deputies, shall have full power, at every stage of progress, to inspect the goods/work at such times as he may deem fit and to reject any of the goods/work, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications shall be settled in terms of clause 21, subject to the right of both parties to seek arbitration as provided for in clause 21.

#### **3 RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING CONTRACT:**

The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or carrier, or in the joint possession of the contractor, his agents or servants and the DFCCIL, shall remain in every respect at the risk of the contractor until it is handed over to DFCCIL as specified in the “Schedule of Requirements”. The contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores, after approval by the Inspecting Officer, are awaiting dispatch or delivery or are in the course of transit from the contractor to the consignee.

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### **3.1 DFCCIL'S RIGHT OF REJECTION OF MACHINE/GOODS:**

- i) Notwithstanding any approval which the Inspector may have given in respect of the goods/stores or any materials of other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspector or under the direction of the Inspector) and notwithstanding delivery of the goods/stores, where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the DFCCIL, to reject the goods/stores or any part, portion of consignment thereof is not in all respect in conformity, with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise how-so-ever.
- ii) The provisions contained in the clause-14 of GCC for delivery goods/stores rejected by the Inspecting Officer shall, mutatis mutandis, apply to goods/stores rejected by the consignee as herein provided.

### **4 INDEMNITY:**

The contractor shall at all times indemnify the DFCCIL against all claims which may be made in respect of the said work for infringement of any right protected by patent registration design or trade mark; provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark, being made against the DFCCIL he shall notify the contractor of the same and the contractor shall be at liberty, but at his own expense, to conduct negotiations for settlement or any litigation that may arise there from.

### **5 PRICES:**

The prices stated for items of SOR are to include all costs of stamping, painting, marking, protection or preservation of the goods/stores and any claim what-so-ever that may arise from the manufacture, packing, shipment, marking, or delivery of goods/stores in accordance with those consideration and include payment by the contractor of Dock and Harbour dues, port's rates, export taxes and other fees or charges, if any, levied because of exportation. The prices stated are also to include all rights (if any) of patent, registered design or trademark and the contractor shall indemnify the DFCCIL against all claims in respect of the same.

### **6 TRANSFER AND SUBLETTING:**

The Contractor shall not sublet (otherwise than that which may be customary in the trade concerned), transfer, assign or otherwise part with directly or indirectly to any person or persons, whatsoever is in this contract, or any part thereof without the previous written permission of the DFCCIL or his nominee.

### **7 DRAWINGS:**

If any dimensions figuring upon a drawing differ from those obtained by scaling the drawings, the figured dimensions shall be taken as correct.

### **8 ALTERATIONS:**

The DFCCIL or his nominee may require such alteration to be made on the work, during its progress as he deems necessary. Should these alterations be such that either party to the contract considers an alteration in price justified, such alteration shall not be carried out until amended prices have been submitted by the contractor and accepted by the DFCCIL. Should the contractor proceed to procure/manufacture such Goods the contractor proceed to

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procure/manufacture such goods/stores without obtaining the consent in writing of the DFCCIL to an amended price, he shall obtain the consent in writing of the DFCCIL to an amended price, he shall be deemed to have agreed to supply the goods/stores at such price as may be considered reasonable by the DFCCIL.

**9 PROGRESS REPORT:**

The contractor shall render such reports as to the progress of the contract and in such form as may be called for by the DFCCIL or his nominee, the submission and acceptance of these reports shall not prejudice the rights of the DFCCIL in any manner.

**10 DELIVERY - INVOICES AND FREIGHT:**

The bidder has to deliver the goods in DFCCIL premises at New Dadri in the quoted cost and nothing will be paid extra for delivering of Goods.

**11 CUSTOMS DRAWBACK**

If, by reason of a customs notification published after the placing of the contract, the goods/stores to be supplied shall become, on exportation, subject to customs drawback in respect of duty paid on them or on the materials used in their manufacture, the contractor shall recover the amount of the drawback and the contract price of the Store shall be reduced by the amount so recovered. Similarly, if some benefits under this clause are withdrawn by subsequent notification by the Government, the contractor could claim, reimbursement accordingly. For this purpose, the Bidder shall indicate in their offer, the extent benefit availed under this clause while quoting the rate. This provision applies only to Domestic supplies.

**12 SUPPLY OF DRAWINGS, TRACINGS AND SPECIFICATIONS:**

Any Drawings, tracings or description specified shall, unless otherwise directed, be furnished by the contractor with the first consignment of the work to which they relate and no payment whatsoever will be made until such drawings, tracings of descriptions have been furnished to the satisfaction of the DFCCIL.

**13 CORRUPT GIFTS AND PAYMENTS OF COMMISSION:**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor, his agents or servants, or any one on his / their behalf to any employee, representative of the DFCCIL or any person on his behalf in relation to the execution of this or any other contract with the DFCCIL shall, in addition to the criminal liability under the laws in force, subject the contractor to cancellation of this and all other contracts with the DFCCIL, and also to payment of any loss resulting from any such cancellation to the like extent and the DFCCIL shall be entitled to deduct the amounts so payable from any, money otherwise due to the contract under this and all other contracts. Any question or dispute as to the commission of any offence under the present clause shall be settled by the DFCCIL in such manner and on such evidence or information as may be thought fit and sufficient, and his decision shall be final and conclusive on the matter.

**14 DELIVERY of GOODS:**

Selected Contractor has to Deliver the Indented items within 1 month at DFCCIL New Dadri Track Machine Depot in case of Indigenous items and imported items within reasonable time.

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## **15 LIQUIDATED DAMAGES:**

In the event of the contractor's failure to deliver the indented items within 90 days then liquidated damages ( and not by way of penalty) a sum at the rate of 1/2 percent (half percent) of the value of any goods/stores which the contractor has failed to deliver as aforesaid for each and every week (part of a week being treated as a full week) during which the goods/stores may not be ready for delivery subject to limit of 10% of the whole contract value. Provided, however, that if the delay shall have arisen from any cause which the DFCCIL may admit as reasonable ground for further time, the DFCCIL may at his discretion allow such additional time as he may consider to have been required by the circumstances of the case, and shall forgo the whole or such part, as he may consider reasonable of his claim for such loss or damage as aforesaid.

## **16 FORCE MAJEURE:**

- 16.1** Force Majeure means an event beyond the control of the contractor and not involving the contractor's fault or negligence and which is not foreseeable. Such events may include but are not restricted to acts of the DFCCIL either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. However, it should not be used by a party to effectively escape liability for bad performance.
- 16.2** If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to the event of a Force Majeure, the contractor shall not be held responsible for such delays/failures.
- 16.3** If a Force Majeure situation arises, the supplier shall promptly notify DFCCIL in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the DFCCIL in writing, the contractors shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 16.4** If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 16.5** There may be a Force Majeure situation affecting the purchase organization only. In such a situation the purchase organization is to take up with the contractor on similar lines as above for further necessary action.

## **17 PERFORMANCE GUARANTEE BOND:**

- 17.1** After a letter of acceptance is issued by the DFCCIL, the Contractor shall furnish a Performance Guarantee Bond for an amount equivalent to 5% of the total value of the contract in the proforma attached (**Annexure-T5**) from a Nationalized Bank/ Scheduled Bank in India 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) days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the office concerned of the DFCCIL, submission of PG can be accepted on the next working day. In case furnishing of an acceptable Performance Guarantee Bond is delayed by the Contractor beyond the period provided above and the Bond is accepted by the DFCCIL Liquidated damages, as provided in Clause – 15 for

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the period of delay in submission of the bond may be levied. Alternatively, DFCCIL may declare the contract as at an end. 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. The failed Contractor shall be debarred from participating in re-tender for that work.

**17.2** Original copy Bank Guarantees (BGs) to be submitted by the contractors. The validity of BG in lieu of PG should be upto 60 Days beyond Defect Liability Period/Warranty period.

**17.3** The Performance Guarantee Bond (**PG**) shall remain in full force and effect subjected to Clause 17.2 during the period that would be taken for satisfactory performance and fulfillment in all respects of the contract obligation provided that before the expiry of the date of validity of the Performance Guarantee Bond, the contractor on being called upon by the DFCCIL from time to time, shall obtain from the guarantor Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the DFCCIL at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.

**17.4** As and when an amendment is issued to the contract, the contractor shall, within fifteen days of the receipt of such an amendment, furnish to the DFCCIL an amendment to the Performance Guarantee Bond rendering the same valid for the contract as amended.

**17.5** This Performance Guarantee Bond and/or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Performance Guarantee Bonds executed in India shall also be got endorsed by the Collector under Section 32 of the Indian Stamp Act, 1989 for adequacy of the Stamp Duty by the contractor.

**17.6** The Performance Guarantee will be returned to successful contractor within 60 days following completion of work.

**18** **INSPECTION:** Inspection will be carried out by the DFCCIL or his nominee at discretion of DFCCIL administration. The cost of the inspection will be on DFCCIL's account subject to other provisions herein, contained. At least one week's notice must be given to the inspecting authority to enable him to arrange the necessary inspection.

**18.1 Facilities for Test and Examination:**

- i) The contractor shall provide, without extra charge, all material, equipment, tools, labour and assistance of every kind which the DFCCIL or his nominee may consider necessary for any tests and examinations, which he or his nominee shall require to be made on the contractor's premises and shall pay all costs attendant thereon.
- ii) The contractor shall also provide and deliver free of charge at such places as the DFCCIL or his nominee may nominate such materials as he or his nominee may require for test by chemical analysis or independent testing of Goods. The cost of any such tests will be defrayed by the DFCCIL unless it is stated in the specification that it is to be paid by the contractor.
- iii) For all intents and purposes, satisfactory delivery of Goods will be determined by the certificate of inspection given by the DFCCIL or his nominee that the Goods is in full conformity with the conditions of the contract.

**18.2 Notification of Result of Inspection:** Unless otherwise provided in the specification or "Schedule of Requirements", the examination of spare parts/goods will be made as soon

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as practicable after the same have been submitted for inspection and the result of the examination will be notified to the contractor.

**18.3 Inspection Notes:** On the store being found acceptable by the Inspecting Officer, he shall furnish the contractor with necessary copies of the Inspection Notes duly completed, for being attached to the Contractor's bill in support thereof.

**18.4 Certificate of Inspection and Approval for delivery:**

Deleted.

**19 INSPECTING OFFICER-POWERS OF REJECTION:**

**19.1** The Inspecting Officer shall have the power:

- i) Before any store or part thereof are submitted for inspection, to certify that they cannot be inspected in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- ii) To reject any Store submitted as not being in accordance with the specifications.
- iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
- iv) To mark the rejected goods/stores with a rejection mark so that they may be easily identified if resubmitted.

**19.2** The Inspecting Officer's decision as regards the rejection shall be final and binding on the contractor. However, any disputes arising out of it shall be settled in terms of Clause-21.

**20 CONSEQUENCES OF REJECTION:**

**20.1** If on the goods/stores being rejected by the Inspecting Officer or consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery. The DFCCIL shall be at liberty to:

- i) Request the contractor to replace the rejected store/machine forthwith but in any event not later than a period of 21 days from the date of rejection and the contractor shall bear all the cost of such replacement, including freight, if any, on such replacing and replaced store but without being entitled to any extra payment on that or on any other account.
- ii) Purchase or authorize the purchase of quantity of the store rejected or others of a similar description (when stores exactly complying with the particulars are not, in the opinion of the DFCCIL, which shall be final; readily available) without notice to the contractor without affecting the contractor's liability as regards to the supply of any further installment due under the contract, or
- iii) **Cancel the contract:** In the event of action being taken under sub-clause (ii) above or this sub-clause, the provisions of clause 19 of the General Conditions of Contract, shall apply as far as applicable. However, any dispute arising out of it shall be settled in terms of clause 21.

**20.2 Rejected goods/stores:** If on rejection of any store submitted for inspection at a place other than the premises of the contractor, such store shall be removed by the contractor at his own cost, subject as hereinafter stipulated, within 14 days of the date of intimation of such

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rejection. If the concerned communication is addressed and posted to the contractor at the address mentioned in the schedule, it will be deemed to have been served on him at the time when such communication would in course of ordinary post reach the contractor. Provided that the Inspecting Officer may call upon the contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspector in this behalf shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the contractor and that such retention shall not in any circumstances be deemed to be the acceptance of the stores or waiver of rejection thereof.

- 20.3** All rejected stores shall in any event and circumstances remain and always be at the risk of the contractor, immediately on such rejection. If such stores are not removed by the contractor within the periods aforementioned, the Inspector may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport at the DFCCIL or the Inspecting Officer may decide, or dispose off such stores at the contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal, as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The DFCCIL shall in addition, be entitled to recover from the contractor, the handling and storage charges for the period during which the rejected stores are not removed/disposed off in accordance with the provisions thereof.

## **21 SETTLEMENT OF DISPUTE:**

- (a) In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of arbitrator appointed to be the arbitrator by the MD/DFCCIL. The Person to be appointed as arbitrator however will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as DFCCIL servant have expressed views on all or any of the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
- (b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- (c) It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- (d) The arbitrator may from time-to-time with the consent of all the parties to the contract enlarge the time for making the award.
- (e) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- (f) Subject as aforesaid, the Arbitration Act, 1940 and the rules thereunder any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- (g) The venue of arbitration shall be the place from which the acceptance note is issued or

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such other place as the arbitrator at his discretion may determine.

- (h) In this clause the authority to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

## **22 LAWS GOVERNING THE CONTRACT:**

This agreement and the relationship between the parties shall be governed construed and interpreted in accordance with applicable laws of India. Applicable laws shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgements, decrees or other requirements or official directives and/or of any statutory authority in the Republic of India.”

### **22.1 Jurisdiction of Courts:**

Both the parties shall hereby submit to the jurisdiction of the courts situated at New Delhi for the purpose of actions and proceedings arising out of the contract and the courts at New Delhi shall alone have the sole and exclusive jurisdiction to hear and decide such actions and proceedings.

- 23 HEADINGS:** The headings of conditions here to shall not affect the construction thereof.

## **24 SECRECY:**

- 24.1** The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract have full knowledge of any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed there under.
- 24.2** Any information obtained in the course of the execution of the contract by the contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated as secret and shall not at any time be communicated to any person.
- 24.3** Any breach of the aforesaid conditions shall entitle DFCCIL to cancel the contract and performance bank guarantee will be encashed. In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by DFCCIL at such price as he considers fair and reasonable and the decision of the DFCCIL to such price shall be final and binding on the contractor.

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## **SECTION-C**

### **SPECIAL CONDITIONS OF CONTRACT**

The following special conditions shall apply to contracts for the supply of Works/Goods/Store, but where they differ from the General Conditions of Contract, the Special Conditions of Contract shall over-ride the General Conditions of Contract.

#### **1 DEFINITIONS:**

- 1.1 a) The term “**Works/Goods/Store**” means all the work specified or set forth and required in and by the said specifications, drawings and “Schedule of Requirements”, hereto annexed or to be implied there from or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specification(s), drawing(s), and “Schedule of Requirements” and also in such additional instructions and drawings not being in conformity as aforesaid, shall from time to time, during the progress of the work hereby contracted for as are supplied by the DFCCIL).

b) The term “**Test**” shall mean such test or tests are prescribed by the specification(s) to be made by the DFCCIL, or his nominee, during inspection and at the time of commissioning after erection at site, before the machine is taken over by the DFCCIL.

- 2 **PERFORMANCE OF WORK:** The work/store shall be performed/supplied at the place or places specified in the tender or at such other place or places as may be approved by the DFCCIL.

- 3 **SPECIFICATIONS:** If the contractor shall have any doubt as to the meaning of any portion of the conditions of the specifications, drawings or plans, he shall (before submitting the tender) set forth the particulars thereof and submit them to the DFCCIL in writing, in order that any such doubt may be removed.

- 4 **MISTAKES IN DRAWINGS:** The contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors or omissions in the drawings or other particulars, whether they have been approved by the DFCCIL or not, provided that such discrepancies, errors or omissions are not due to inaccurate information or particulars furnished to the contractor on behalf of the DFCCIL. If any dimensions figured upon a drawing or plan differ from those obtained by the scaling the drawing or plan the dimensions as figured upon the drawing or plan shall be taken as correct.

#### **5 VARIATIONS:**

- 5.1 No Alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as “Variations”) under the contract as shown by the drawing or the specifications shall be made by the Contractor except as directed in writing by the Inspecting Officer, but the Inspecting Officer shall have full power, subject to the provisions hereinafter contained from time to time, during the execution of the contract, by notice in writing to instruct the contractor to make such variation without prejudice to the contract, and the contractor shall carryout such variations and be bound by the same conditions, so far as applicable, as though the said variation occurred in the specifications. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, whether they shall be carried out under the contract, he shall notify the Inspecting Officer thereof in writing and the Inspecting Officer shall decide forthwith,

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whether they shall be carried out. If the Inspecting Officer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may, in the opinion of the Inspecting Officer, be justified. The difference of cost, if any, caused by such variations shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any, shall be ascertained as determined in accordance with the rates specified in the schedule of prices, so far as the same may be applicable and where the rates are not contained in the said schedules or not applicable, they shall be settled by the DFCCIL and Contractor jointly. But the DFCCIL shall not become liable for the payment of any such variations, unless the instructions for the variation have been given in writing by the Inspector.

- 5.2** In the event of the Inspecting Officer requiring any variations, such reasonable and proper notice shall be given to the Contractor, as will enable him to make his arrangements accordingly, and in cases where goods or materials are already prepared, or any designs, drawings, or patterns made or work done is required to be altered, a reasonable sum in respect thereof shall be allowed by the DFCCIL, provided that no such variations shall, except with the consent in writing of the Contractor, be such as will involve an increase or decrease in the total price payable, under the contract by more than 10% thereof.
- 5.3** In any case, in which the Contractor has received instructions from the Inspecting Officer for carrying out the work which either then or later, will in the opinion of the contractor, involve a claim for additional payment, the Contractor shall, as soon as reasonably possible, after receipt of the instruction aforesaid, advise the Inspector to that effect.

## **6 OBLIGATION TO CARRY OUT Inspecting Officer INSTRUCTIONS:**

- 6.1** The Contractor shall also satisfy the Inspecting Officer that adequate provision has been made:
- i) to carry out his instructions fully and with promptitude.
  - ii) to ensure that parts required to be inspected before use are not used before inspections; and
  - iii) to prevent rejected parts being used in error. Where, parts rejected by the Inspector have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.

## **7 RESPONSIBILITY FOR COMPLETENESS:**

Any fittings or accessories which may not be specifically mentioned in the specifications, but which are usual or necessary, are to be provided by the Contractor without extra charges, and the equipment must be complete in all details.

- 8** The provisions of the contract agreement will govern in case of shipment of stores beyond the stipulated delivery period.

## **9 WARRANTY:**

- 9.1** The contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples if any, and shall if operable, operate properly.
- 9.2** This warranty shall survive inspection of payment for and acceptance of the goods, but shall

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expire 6 months from the date of supply.

- 9.3 The contractor's liability in respect of any complainants defects and/or claims shall be limited to the furnishing and installation of replacement parts free of any charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores, provided that the defects are brought to the notice of contractor within 3 (three) months of their being first discovered during the guarantee period or 3 (three) months from the date of expiry of warranty period or at the opinion of the DFCCIL, to the payment of the value, expenditure and damages as herewith mentioned.
- 9.4 The contractor shall, if required, replace or repair the goods or such portion thereof as is rejected by the DFCCIL free of cost at the ultimate destination or at the option of the DFCCIL, the contractor shall pay to the DFCCIL value thereof at the contract price or in the absence of such price at price decided by the DFCCIL and such other expenditure and damages as may arise by reason of the breach of the conditions herein specified"
- 9.5 All replacement and repairs that DFCCIL shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor promptly and satisfactorily.
- 9.6 The warranty herein contained shall not apply to any material which shall have been repaired or altered by DFCCIL, or on his behalf in any way without the consent of the contractor, so as to effect the strength, performance or reliability or to any defects to any part due to misuse, negligence or accident.
- 9.7 The decision of the DFCCIL in regard to the contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive subject to the right of either party to seek arbitration as provided for under clause - 21 of General Conditions of Contract.

10 **DELIVERY SCHEDULE:**

- 10.1 The contractor shall supply goods in accordance with the delivery schedule indicated in the tender document (if any).
- 10.2 In case of failure on the part of contractor to arrange supplies as per the delivery schedule/installments fixed in advance, save force majeure conditions or delays attributable to DFCCIL, the DFCCIL reserves the right to levy Liquidated Damages which shall be levied for delayed quantity which have remained unsupplied for the period.

- 11 **INTEGRITY PACT:** 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 proforma 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 Performa for Integrity Pact is placed as **Annexure-T8**.

- 11.1.1 The details of present DFCCIL's IEMs are as under:

i) **Shri. Hare Krushna Dash, IAS (Retd.),**

Address: H.No.829, Sector-8, Gandhinagar-382007 (Gujrat),  
Mobile No.9825048286, (email: [hkdash184@hotmail.com](mailto:hkdash184@hotmail.com))

ii) **Shri Muvvala Kondala, IFoS (Retd.)**

Address: M.K. Rao, 201, Kalakunj-B, Cooperative Society, Lane-6, Dahanukar Colony, Kothrud, Pune-411038 (Maharashtra)

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Mobile No.9422161512, (email: mkraomuvvala@gmail.com)

**12 Change of Law**

- 12.1 The contract price shall be adjusted to take account of any increase and decrease in cost after the bid submission date resulting from:
- A change in the law of the country (India) (including the introduction of new laws and the repeal or modification of existing laws): or
  - In the Judicial or official government interpretation of such laws, or
  - The commencement of any Indian law which has not entered into effect until the bid submission date; or
  - Any change in the rates of any of the taxes or introduction of new taxes, duties, levies, cess etc. on supply of materials and services that have a direct effect on the works.
  - Which affect the contractor in the performance of obligation
- 12.2 Which affect the contractor in the performance of obligation under the contract. Further if as a result of change in law, interpretation, or rates of taxes, the contractor benefits from any reduction in the cost for the execution of this contract, save and except as expressly provided for this sub-clause or in accordance with the provisions of this contract, the contractor shall, within 28 days from the date he becomes reasonably aware of such reduction in the cost, notify the employer of such reduction in cost."

**13 Compensation in case of short closure of contract on DFCCIL Account**

In case, DFCCIL doesn't want to continue the contract due to no scope, due to shortage of funds, or due to other reasons not attributable to contractor (except Force Majeure conditions), the contract may be short closed by giving notice of one month to the contractor. In case, on account claims of contractor are not cleared within 180 days from receipt of claims, contractor will have the option for short closing the contract at the expiry of 180-day period, by giving one month notice to DFCCIL to this effect. Till 30 days from giving such notice of short closure, the contractor will be bound to execute the contract at agreed rates, terms and contract. In case of short closure of contract by DFCCIL or by contractor in above circumstance, Performance Guarantee available with DFCCIL will be returned.

**14 Termination/short closure on other than DFCCIL account**

- 14.1 In case of termination of contract on Contractor Account no compensation, payments will be made, except payments for works already done conforming to contract agreement. In case of termination on contractor account, Performance Guarantee (PG) will also be forfeited in terms of contract agreement.
- 14.2 In case of persistent Force-Majeure conditions, contract may be short closed with the consent of both parties and without financial liabilities on either side. In such cases, no compensation payments will be made, due payments for works already done conforming to the contract agreement will be cleared up and available PG will be released.

**15 Infringement of patents**

The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trademark, except where these are specified by the DFCCIL. Royalties where payable for the use of such patented processes, registered drawings of patterns shall be borne exclusively by the Contractor. The Contractor shall advise the DFCCIL of any proprietary right that may exist on such processed drawings or patterns which he may use of his own accord

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## Part – III

### ANNEXURES TO THIS TENDER

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**ANNEXURE-T 1**

**OFFER / COVER LETTER**

Tender No. \_\_\_\_\_

Name of Work \_\_\_\_\_

**To**

**Managing Director/DFCCIL**

**Acting through: Group General Manager (Technical),**

**Corporate Office,**

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

1. I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions.
2. I/We also agree to keep this tender open for acceptance for the validity period defined in tender document. In case of withdrawal of our offer within the validity period, I/We will be liable for forfeiture of my/our "Bid Security".
3. 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 \_\_\_\_\_ months from the date of issue of letter of acceptance of the tender.
4. We fulfill the provisions of MAKE IN INDIA POLICY as applicable till date of finalization of tender.
5. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
6. Our bid is submitted by person authorized to do so. Authorization, duly notarized is placed along with the tender as **Annexure-T2**.
- 7 (a) I/We have submitted the details related to our company/Partnership firm as per **Annexure-TC3**  

OR

(b) I/We are participating as Joint Venture. The MOU for JV is attached as **Annexure-T3**. The consent for participation in JV from all constituents of Joint venture are submitted as per **Annexure-T4**.

(NOTE: Out of 7 (a) & 7 (b) please strike out the incorrect option).

8. I/We have gone through and understood the provisions related to "Integrity Pact" and "Conflict of Interest". I/We hereby declare that there is no conflict of interest in submission of our bid. I/We also understand that DFCCIL Administration reserves the right to take necessary action as per tender conditions.

Signature of tenderer (s) \_\_\_\_\_

With seal

9. I/We hereby declare that our offer is responsive and I/WE have submitted all the documents required for adjudging responsiveness of our offer.

**SEAL AND SIGNATURE  
OF THE BIDDER**

**Note:** To be signed and uploaded by authorized signatory of bidder on its letter head, otherwise tender will not be treated as responsive.

---

Signature of tenderer (s) \_\_\_\_\_  
With seal

**ANNEXURE-T2**

**POWER OF ATTORNEY: FORMAT FOR AUTHORISED SIGNATORY**

**POWER OF ATTORNEY**

Know all men by these present, we . . . . . do hereby constitute, appoint and authorize Mr./Ms. . . . . who is presently employed with us and holding the position of . . . . as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of . . . . . including signing and submission of all documents and providing information/ responses to DFCCIL representing us in all matters, dealing with DFCCIL in all matters in connection with our Tender for the said work. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this. . . . . day of . . . . . 2025

Place:

(Signature.....)

Name & Designation in Block letters of  
Person authorized to sign Power of Attorney  
for and on behalf of the Applicant Bidder)

Common Seal of Company I

accept.

(Signature of Authorized Signatory)

Name and Designation of Authorized Signatory

SEAL AND SIGNATURE  
OF THE BIDDER

**Note:** To be executed on non-judicial stamp paper of Rs. 100/-, duly notarized. The stamp paper should be in the name of the Firm / Company who is issuing the Power of Attorney in favour of Authorized Signatory. If not submitted, tender will not be treated as responsive.

Signature of tenderer (s) \_\_\_\_\_  
With seal

**ANNEXURE-T3**

**DRAFT MEMORANDUM OF UNDERSTANDING (MOU) For JOINT VENTURE PARTICIPATION BETWEEN PARTIES**

M/s ..... having its registered office at ..... (hereinafter referred to as ..... ) acting as the Lead Partner of the first part,

and

M/s ..... having its registered office at ..... (Hereinafter referred to as `.....') in the capacity of a Joint Partner of the other part.

and

M/s ..... having its registered office at ..... (Hereinafter referred to as `.....') in the capacity of a Joint Partner of the other part.

The expressions of ..... and ..... shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as " the Party"

**WHEREAS:**

(DFCCIL) [hereinafter referred to as "Department"] has invited bids ..... for work]..... "[Insert name of

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.
  - (i) Notice for Bid, and
  - (ii) Bidding document
  - (iii) Any Addendum /Corrigendum issued by DFCCIL.
  - (iv) The bid submitted on our behalf jointly by the Lead Partner.
2. The `Parties' have studied the documents and have agreed to participate in submitting a `bid' jointly. Written consent by each `party' in the format (Annexure-T4) is enclosed. [Separate consent is required to be submitted by each partner of the JV]
3. M/s ..... shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the DFCCIL. For the purpose of submission of bid proposals, the parties agree to nominate ..... as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the DFCCIL. However M/s ..... shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s.....to M/s.....

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Signature of tenderer (s) \_\_\_\_\_  
With seal



4. The 'Parties' have resolved that the distribution of responsibilities and their proportionate share in the Joint Venture is as under:

**(a) Lead Partner.**

- (i) Name: \_\_
- (ii) Constitution of Firm
- (iii) Share
- (iv) Major role & responsibilities \_\_

**(b) Joint Venture Partner**

- (i) Name: \_\_
- (ii) Constitution of Firm \_\_\_\_
- (iii) Share
- (iv) Major role & responsibilities \_\_

[Similar details to be given for each partner]

**5. JOINT AND SEVERAL RESPONSIBILITIES**

The Parties undertake that they shall be jointly and severally liable to the DFCCIL in the discharge of all the obligations and liabilities as per the contract with the DFCCIL and for the performance of contract awarded to their JV.

**6. ASSIGNMENT AND THIRD PARTIES**

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party.

**7. EXECUTIVE AUTHORITY**

The said Joint Venture through its authorized representative shall receive instructions, payments from the DFCCIL. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

**8. BID SECURITIES**

Till the award of the work, JV firm/Lead Partner of JV firm shall furnish Bid Security to the Client on behalf of the joint venture which shall be legally binding on all the members of the Joint Venture.

**9. BID SUBMISSION**

Bid submitted by authorized representative of the JV will be binding on all the JV partners.

**10. DOCUMENTS & CONFIDENTIALITY**

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

**11. VALIDITY**

This Agreement shall remain in force till the occurrence of the earliest to

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Signature of tenderer (s) \_\_\_\_\_  
With seal

occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

- a. The bid submitted by the Joint Venture is declared unsuccessful, or
- b. Cancellation/ shelving of the Project by the client for any reasons prior to award of work
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Client.

12. This MOU is drawn in ..... number of copies with equal legal strength and status. One copy is held by M/s ..... and the other by M/s.....& .....M/s ..... and a copy submitted with the proposal.

13. This MOU shall be construed under the laws of India.

14. NOTICES

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

1. Lead Partner

..... (Name & Address)

2. Joint Venture Partner

..... (Name & Address)

3. Joint Venture Partner

..... (Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written.

M/s.....

.....

(Seal)

M/s.....

.....

(Seal)

Witness

1.....(Name & Address)

2..... (Name & Address)

Notes: (1) In case of existing joint venture, the certified copy of JV Agreement may be furnished

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Signature of tenderer (s) \_\_\_\_\_

With seal

**ANNEXURE-T4**

**LETTER OF PARTICIPATION FROM EACH PARTNER OF JOINT VENTURE (JV)**

No....

Dated

To

Group General Manager (Technical),  
Room No. 428, DFCCIL Corporate Office,  
Sector-145, Noida, UP

**Dear Sir,**

Re: ... "[Insert name of work].....".

Ref: Your notice for Invitation for Bid No. \_\_\_\_\_ dated \_\_\_\_\_

1. We wish to confirm that our company/firm has formed a Joint Venture with (i)..... & ii)..... & iii)..... for the purposes associated with tender referred to above.

(Members who are not the lead partner of the JV should add the following paragraph)\*.

2. 'The JV is led by ... whom we hereby authorize to act on our behalf for the purposes of submission of Bid for ..... and authorize to incur liabilities and receive instructions for and on behalf of any and all the partners or constituents of the Joint Venture.'

OR

(Member(s) being the lead member of the group should add the following paragraph) \*

3. 'In this group we act as leader and, for the purposes of applying for Bid, represent the Joint Venture:
4. In the event of our JV being awarded the contract, we agree to be jointly with i), ii) ... & iii)..... (names of other members of our JV) and severally liable to the DFCCIL for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between DFCCIL and our JV.

Yours Faithfully,  
(Signature)

(Name of Signatory) .....  
(Capacity of Signatory) .....  
Company Seal

\* Delete as applicable

Signature of tenderer (s) \_\_\_\_\_  
With seal

**ANNEXURE – T5**

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE**  
**BOND**

Ref. \_\_\_\_\_

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

\_\_\_\_\_

Bank Guarantee No. ....

To

The Managing Director  
Acting Group General Manager/ Tech.  
Room No. 428, DFCCIL Corporate Office,  
Sector-145, Noida, UP

1. Against contract vide advance Acceptance of the Tender No \_\_\_\_\_ dated \_\_\_\_\_ covering ----- 24 Months (Hereinafter called the said 'contract') entered into between the Managing Director/DFCCIL and \_\_\_\_\_ (hereinafter called the Contractor), this is to certify that at the request of the Contractor we, \_\_\_\_\_ Bank Ltd., are holding in trust in favour of the Managing Director/DFCCIL, the amount of \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the Managing Director/DFCCIL against any loss or damage that may be caused to or suffered by the Managing Director/DFCCIL by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the Managing Director/DFCCIL, whether any breach of any of the terms of the conditions of the said contract and/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the Managing Director/DFCCIL, shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Managing Director/DFCCIL.
2. We \_\_\_\_\_ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor, i.e., till \_\_\_\_\_ (viz. till satisfactory completion of work) hereinafter called the 'said date' and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us (Bank Ltd.), notwithstanding the fact that the same is enforced within six months after the \_\_\_\_\_ (hereinafter called the said date), provided that notice of any such claim has been given to us, \_\_\_\_\_ Bank Ltd., by the Managing Director/DFCCIL before said date Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Managing Director/DFCCIL
3. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank Ltd., undertake not to revoke this guarantee during its currency without the consent of the Managing Director/DFCCIL.

Signature of tenderer (s) \_\_\_\_\_  
With seal

4. We undertake to pay to the Managing Director/DFCCIL any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

5. We, \_\_\_\_\_ Bank Ltd., further agree that the Managing Director/DFCCIL shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the contractor from time to time or post for any time or from time to time any of the powers excisable by the Managing Director/DFCCIL against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ Bank Ltd.,) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and/or commission on the part of the Managing Director/DFCCIL or any indulgence by the Managing Director/DFCCIL to the said Contractor or by any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Date. \_\_\_\_\_

Signature: \_\_\_\_\_

Place. \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness \_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_  
(Bank's Common Seal)

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Signature of tenderer (s) \_\_\_\_\_  
With seal

**Annexure-T6**

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED / UPLOADED BY BIDDER ALONGWITH THE OFFER**

(To be executed in presence of public notary on non – judicial stamp paper of the value of ₹ 100/-. The stamp paper has to be in the name of Bidder) \*\*

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

1. I/We the Bidder (s), am/are signing this document after carefully reading the contents.
2. I/We the Bidder (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, the master copy available with the DFCCIL 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 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 me/us.
6. I/We understand that in case of any disputes Courts situated at Delhi/New Delhi shall have the jurisdiction.
7. I/We understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to banning of business for a period of upto five years on entire DFCCIL without any liability against DFCCIL. Further, I/We(insert name of the Bidder)\*\* \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Performance Guarantee besides any other action provided in the contract including banning of business for a period of upto five year on entire DFCCIL without any liability against DFCCIL.

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Signature of tenderer (s) \_\_\_\_\_  
With seal

9. It is hereby declared that none of our partners/members are currently blacklisted/debarred by Railway/DFCCIL or any other ministry of Govt. of India for participation in procurement process in India. It is also submitted that I/We have submitted the factually correct information and in case of false/misleading/incorrect information, I/we are liable to face action as above.

DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDER

### VERIFICATION

I/We above named Bidder do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false. I have been authorized to sign this Affidavit on behalf of the Bidder

DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDER

**Place :**  
**Dated :**

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

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Signature of tenderer (s) \_\_\_\_\_  
With seal

**ANNEXURE – T7**

No. P-45021/2/2017-PP (BE-II)  
Government of India  
Ministry of Commerce and Industry  
Department for Promotion of Industry and Internal Trade  
(Public Procurement Section)

Udyog Bhawan, New Delhi  
Dated: 16<sup>th</sup> September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

**Now therefore the following Order is issued:**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

*'Local content'* means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*'Class-I local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

.....Contd. p/2

Signature of tenderer (s) \_\_\_\_\_  
With seal



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'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

**3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

.....Contd. p/3

Signature of tenderer (s) \_\_\_\_\_  
With seal

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### 3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

.....Contd. p/4

Signature of tenderer (s) \_\_\_\_\_  
With seal



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- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3B. Applicability in tenders where contract is to be awarded to multiple bidders -**  
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

.....Contd. p/5

Signature of tenderer (s) \_\_\_\_\_  
With seal



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percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
  - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
  - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
  - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
  - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

.....Contd. p/6

Signature of tenderer (s) \_\_\_\_\_  
With seal

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- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier/' 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

**d. Reciprocity Clause**

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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Signature of tenderer (s) \_\_\_\_\_  
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- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

**11. Assessment of supply base by Nodal Ministries** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

**12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

.....Contd. p/8

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**13. Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

**13A.** In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

**14. Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

**15. Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

**16. Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member  
Joint Secretary (Public Procurement), Department of Expenditure—Member  
Joint Secretary (DPIIT)—Member-Convenor

.....Contd. p/9

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The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
- shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
  - shall annually assess and periodically monitor compliance with this Order
  - shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
  - may require furnishing of details or returns regarding compliance with this Order and related matters
  - may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
  - may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
  - may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

  
(Rajesh Gupta)  
Director  
Tel: 23063211  
[rajesh.gupta66@gov.in](mailto:rajesh.gupta66@gov.in)

Signature of tenderer (s) \_\_\_\_\_  
With seal



## **Annexure-T8**

### **Performa for Integrity Pact**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on-----day of the month of----- 2025, between, on one hand, the DFCCIL acting through **GGM/Tech/DFCCIL**, (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" 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 Consultancy Service, Name of Works Contract) and the [A] is willing to Offer/has offered for works.

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

NOW, 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 Machine/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. CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].
- 1.0 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.
- 1.1 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.

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- 1.2 In case any such preceding misconduct on the part of such official(s) is reported by the [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

### **Commitments of BIDDERS**

- 1.3 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:-
- 1.3.1 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].
- 1.3.2 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.
- 1.3.3 \* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 1.3.4 \*[A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 1.3.5 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 Machine 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
- 1.3.6 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.
- 1.3.7 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].
- 1.3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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Signature of tenderer (s) \_\_\_\_\_  
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- 1.3.9 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.
- 1.3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without Supporting it with full and verifiable facts.
- 1.3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 1.3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filling of tender.
- 1.3.13 The term 'relative' for this purpose would be as defined in section 6 of the companies act 1956.
- 1.3.14 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.

## **2. Previous Transaction**

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.

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.

## **3. Bid Security**

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

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Signature of tenderer (s) \_\_\_\_\_  
With seal

#### **4. Sanctions for Violations**

- 4.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required:-
- (i). To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
  - (ii). The Bid Security deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
  - (iii). To immediately cancel the [B], if already signed, without giving any compensation to the [A].
  - (iv). To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v). To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
  - (vi). To cancel all or any other contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the [A].
  - (vii). To debar the [A] from participating in future bidding processes of the DFCCIL/Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
  - (viii). To recover all sums paid in violation of this pact by [A]) to any middleman or agent or broker with a view to securing [B] the contract.
  - (ix). In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the same shall not be opened.
  - (x). Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

The client will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]), of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 4.2 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

- 5.1 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

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Signature of tenderer (s) \_\_\_\_\_  
With seal

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

- 6.1 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)
- 6.2 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.
- 6.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 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
- 6.6 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 BIDOER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be und 'contractual obligation to treat the information and documents of the [A] with confidentiality.
- 6.7 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.
- 6.8 The monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposal for correcting problematic situations
- 10.1 The validity of this integrity pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the [B].
- 10.2 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.

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Signature of tenderer (s) \_\_\_\_\_  
With seal

10.3 The parties hereby sign this integrity pact at on .....

CLIENT  
Name & Designation of DFCCIL  
Witness

BIDDER  
CHIEF EXECUTIVE OFFICER  
Witness

1. .... 2. ....

Note:

[A]- To be replaced by BIDDER/Seller provider as the case may be.

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

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Signature of tenderer (s) \_\_\_\_\_  
With seal

**Annexure-T9**

**ECS / NEFT / RTGS  
MANDATE FORM**

Date :

To,  
GGM/Technical  
No 428, DFCCIL Corporate Office  
Sector-145 Noida  
Uttar Pradesh, India

**Sub : ECS / NEFT / RTGS payments**

We refer to the ECS / NEFT / RTGS set up by DFCCIL for remittance of our payments using RBI's NEFT / RTGS scheme, our payments may be made through the above scheme to our under noted account.

Name of Bank	
Name of City	
Bank Code No	
Name of Bank Branch	
Branch Code No	
Address of Bank Branch	
Telephone Number of Bank Branch	
Fax No of Bank Branch	
Name of customer / Tenderer as per account	
Account Number of Tenderer appearing on cheque book	
Type of Account (S. B. / Current / Cash credit)	
IFSC code for NEFT	
IFSC code for RTGS	
9-Digit-code number of the bank and branch appearing on the MICR cheque issued by the bank.	
GST Number	
PAN Number	
Details of Cancelled Cheque leaf	
Telephone no of tenderer	
Cell Phone Number of the tenderer to whom details with regard to the status of bill submitted to Accounts Office i.e Co6 & Co7 & Cheque Purchase Orders particulars can be intimated through SMS	
Tenderer's E - mail ID	

Confirmed by Bank signature of tenderer with stamp and address  
Enclose a copy of crossed cheque

Signature of tenderer (s) \_\_\_\_\_  
With seal

**Annexure-TC1A**

**TECHNICAL ELIGIBILITY CRITERIA DETAILS**

**(Details of the Experience of Operation of On-Track Machine(s) for minimum duration  
12 months in India)  
(As per clause 4.1 (a) of ITB)**

Contract No.		
Name of Work		
LoA No. and Date		
Completion date		
Date of Start		
Role in Contract	[Prime Contractor or Member in JV]	
Total Contract Amount (Rs.)		
If member in a JV, Specify participation in total contract amount	[insert a percentage amount] share of member in case of JV/Partnership of Contract as whole	
Duration of Operation of On-Track Machine	From :.....	To:.....
Employer's Name:		
Address:		
Telephone/Fax number		
E-Mail:		

**Note:-**

1. Annexure TC1A is to be submitted separately for all Operation of On-Track Machine for which bidder is claiming credential.
2. The Bidder shall attach certificate corresponding to all experiences of Operation of On-Track Machine issued by clients for which bidder is claiming credential.
3. In case above documents asked vide Note-2 above clearly showing the duration of Operation of On-Track Machine are not submitted by the bidder at the time of submission of his bid, his bid will be evaluated ignoring that credential.

**Name and Signature of Bidder  
along with round Stamp**

Signature of tenderer (s) \_\_\_\_\_  
With seal



**Annexure-TC1**

**TECHNICAL ELIGIBILITY CRITERIA DETAILS**

**(Details of the Eligible Projects Done Value)**

**(As per clause 4.1 (b) of ITB)**

Contract No.	
Contract Identification	
Award date	
Completion date	
Role in Contract	[Prime Contractor or Member in JV]
Total Contract Amount (Rs.)	
If member in a JV, Specify participation in total contract amount	[insert a percentage amount] Share of Member in case of JV/partnership Of Contract as whole
	.....
<b>Total work done value year wise of Eligible Projects</b>	
FY -2020-2021	
FY -2021-2022	
FY -2022-2023	
FY -2023-2024	
FY -2024-2025	
Current Financial Year (upto month previous to the one in which tender is invited)	
Employer's Name:	
Address:	
Telephone/Fax number	
E-Mail:	

**Note:-**

1. The Annexure TC1 is to be submitted separately for all Eligible Projects (Description of the Eligible Projects in accordance with Criteria as per Clause 4.1/b of ITB) for which bidder is claiming credential.
2. The Bidder shall attach certified Eligible Projects certificates of work done payments issued by clients of all Eligible Projects for which bidder is claiming credential.
3. In case above documents clearly showing the amount of work done Eligible Projects are not submitted by the bidder at the time of submission of his bid, his bid will be evaluated ignoring that credential.

**Name and Signature of Bidder  
along with round Stamp**

Signature of tenderer (s) \_\_\_\_\_  
With seal

**Annexure-TC2**

**PERFORMA FOR FINANCIAL ELIGIBILITY CRITERIA DETAILS  
(As per clause 4.1 (c) of ITB)**

**Each Bidder or each member of JV must fill in this form separately.  
Name of Bidder/JV Partner**

Details of contractual payments received during the last three financial years and current financial year

**NAME OF BIDDER/JV PARTNER:**

<b>Annual Contractual Turnover Data for the Previous 3 Financial Years (FY) (Contractual Payment only)</b>			
<b>FY Year</b>	<b>Amount Currency</b>	<b>Exchange Rate</b>	<b>Indian Rupees Equivalent</b>
<b>Average Annual Contractual Turnover for last 3 years</b>			

1. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years. 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.
2. The information supplied shall be substantiated by data in the audited balance sheets or form 16-A issued by the Employer for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.
4. The bidder shall attach necessary documents in support of the above.

**SEAL AND SIGNATURE OF THE BIDDER**

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports

**(Signature of Chartered Accountant)**  
**Name of CA:** \_\_\_\_\_  
**Registration No :** \_\_\_\_\_  
**(Seal)**

Signature of tenderer (s) \_\_\_\_\_  
With seal

**ANNEXURE-TC3**

**GENERAL DETAILS OF TENDERING FIRM**  
(As per clause 4 of ITB)

SN.	Item Description	Item Details	Page No.
1.	Name of the Bidder		
2.	Constitution of Bidder (Tick as applicable)	Company/Partnership firm/JV	
3	Full name of Company/ Partnership firm/JV etc (as the case may be)		
4	Year of formation/ incorporation		
5.	Act under which Bidder is Registered		
6.	Registration details		
7	Registered Office Address		
8.	PAN No.		
9.	GSTIN No.		
10.	Registered Address		
11	Communication Address along with Telephone, Fax and Email address		
12	In case of Joint Venture (JV), MoU and other details <sup>3</sup>		

**Notes:**

1. Please submit the supporting documents demonstrating the status of Applicant / Bidder as legal person corresponding to its constitution like certificate of incorporation along with Memorandum and Article of Association in case of Pvt./Public Ltd. Co., copy of partnership deed etc.
2. Please submit the copy of the registration certificate as applicable, PAN card, GSTIN certificate should be enclosed.
3. Details and document regarding Constitution of Bidder to be submitted.

**SEAL AND SIGNATURE  
OF THE BIDDER**

Signature of tenderer (s) \_\_\_\_\_  
With seal

**Annexure- FB1**

**SUMMARY OF PRICES**

**Name of Work:** Supply of Spares Parts of M/s Plasser Make Track Machines and deploying Plasser Service Engineers for DFCCIL Track Machines for Two years (Rate Contract).

**RATE SHEET**

**I/we hereby agree and abide to do the work as below:**

Item No	Description of the Item	Advertised Amount of items as per Form - 5 (incl. 18%GST)	Quoted amount of item wrt to advertised amount
Schedule A (Hiring of services of Service Engineers of M/s Plasser make Track Machines for FY 25-26)			
1	Service Charges of per Service Engineer per day	Rs.21,10,848.00	% Above/ /Below/ At par by Bidder online in IREPS
2	Extra additional hour charges (Per Hour) Beyond 08 hours per day	Rs.4,22,144.00	% Above/ /Below/ At par by Bidder online in IREPS
3	Travelling charges (Per Km) for the service engineer from New Delhi/Delhi to the work site & back	Rs.7,17,440.00	% Above/ /Below/ At par by Bidder online in IREPS
Schedule B (Hiring of services of Service Engineers of M/s Plasser make Track Machines for FY 26-27)			
1	Service Charges of per Service Engineer per day	Rs.22,16,320.00	% Above/ /Below/ At par by Bidder online in IREPS
2	Extra additional hour charges (Per Hour) Beyond 08 hours per day	Rs.4,43,136.00	% Above/ /Below/ At par by Bidder online in IREPS
3	Travelling charges (Per Km) for the service engineer from New Delhi/Delhi to the work site & back	Rs.7,53,280.00	% Above/ /Below/ At par by Bidder online in IREPS
Schedule C (Supply of Spare parts of DTE, CSM-2X, PCTM, MPT, DGS and BRM)			
1	Lump Sum Cost of all required spares for FY 2025-2026 and FY 2026-2027	Rs.20000000.00	At Par on IREPS
	Note : The rate for the schedule “C” items will be paid as per the latest awarded rate list/ LOA’s of Northern Railway for spare parts/consumables of Machines. In case any items is not reflecting in rate list/LOAs of Northern Railways, then priority order for considering the awarded rate list/LOAs shall be North Central Railway, East Central Railway, Western Railway, North Western Railway and Central Railway.		
Schedule D (Labour Charges for installation/fixing of Spare parts supplied through Schedule C)			
1	Lumpsum - Cost of all required labour charges for FY 2025-2026 and FY 2026-2027	Rs.2000000.00	At Par on IREPS

Signature of tenderer (s) \_\_\_\_\_  
With seal

<b>Note:</b> The rate for the schedule “D” items will be paid as per the latest awarded rate list/LOA's of Northern Railway for spare parts/consumables of Machines. In case any items is not reflecting in rate list/LOAs of Northern Railways, then priority order for considering the awarded rate list/LOAs shall be North Central Railway, East Central Railway, Western Railway, North Western Railway and Central Railway.
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**Note :**

- a) 100% payment against receipt, inspection and acceptance of material by the consignee at destination.
- b) Indian Railway Standard Fall Clause shall be applicable.
- c) The contract shall be governed by the latest version (along with all correction slips) of IRS conditions of contract, and all other terms and conditions incorporated in the tender documents.

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Signature of tenderer (s) \_\_\_\_\_  
With seal

**Annexure- FB2**

**SCHEDULE OF RATES (SOR) & TOTAL PRICE**

**Name of Work:** Supply of Spares Parts of M/s Plasser Make Track Machines and deploying Plasser Service Engineers for DFCCIL Track Machines for Two years (Rate Contract).

Item No	Description of the Item	Unit	Qty	Advertised rate of items (incl. 18%GST)	Advertised Amount of items (incl 18% GST)
Schedule A (Hiring of services of Service Engineers of M/s Plasser make Track Machines for FY 25-26)					
1	Service Charges of per Service Engineer per day	Day (08 Hours working)	128	Rs.16,491.00	Rs.21,10,848.00
2	Extra additional hour charges (Per Hour) beyond 08 hours per day	Hour	256	Rs.1,649.00	Rs.4,22,144.00
3	Travelling charges (Per Km) for the service engineer from New Delhi to the work site & back	Km	64000	Rs.11.21	Rs.7,17,440.00
				<b>Total A</b>	<b>Rs.32,50,432.00</b>
Schedule B (Hiring of services of Service Engineers of M/s Plasser make Track Machines for FY 26-27)					
1	Service Charges of per Service Engineer per day	Day (08 Hours working)	128	Rs.17,315.00	Rs.22,16,320.00
2	Extra additional hour charges (Per Hour) beyond 08 hours per day	Hour	256	Rs.1,731.00	Rs.4,43,136.00
3	Travelling charges (Per Km) for the service engineer from New Delhi to the	Km	64000	Rs.11.77	Rs.7,53,280.00
				<b>Total B</b>	<b>Rs.34,12,736.00</b>
Schedule C (Supply of Spare parts of DTE, CSM-2X, PCTM, MPT, DGS and BRM)					
1	Lump Sum Cost of all required spares for FY 2025-2026 and FY 2026-2027. Note: The rate for the schedule “C” items will be paid as per the latest awarded rate list/LOA’s of Northern Railway for spare parts/consumables of Machines. In case any items is not reflecting in rate list/LOAs of Northern Railways, then priority order for considering the awarded rate list/LOAs shall be North Central Railway, East Central Railway, Western Railway, North Western Railway and Central Railway. The Payment will be done based on actual qty taken from contractor.				Lumpsum <b>Rs.2,00,00,000.00</b>
Schedule D (Laboure Charges for installation/fixing of Spare parts supplied through Schedule C)					
1	Lumpsum cost for Laboure Charges for installation/fixing of Spare parts FY 2025-2026 and FY 2026-2027. Note: The rate for the schedule “D” items will be paid as per the latest awarded rate list/LOA’s of Northern Railway for spare parts/consumables of Machines. In case any items is not reflecting in rate list/LOAs of Northern Railways, then priority order for considering the awarded rate list/LOAs shall be North Central Railway, East Central Railway, Western Railway, Northwestern Railway and Central Railway. The Payment will be done based on actual qty taken from contractor.				Lumpsum <b>Rs.20,00,000.00</b>
<b>Total ( A+B+C+D) including 18% GST</b>					<b>Rs.2,86,63,168.00</b>

Signature of tenderer (s) \_\_\_\_\_  
With seal

END  
  
OF  
  
TENDER DOCUMENT

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Signature of tenderer (s) \_\_\_\_\_  
With seal